
FORM 6-K

SECURITIES AND EXCHANGE COMMISSION

Washington D.C. 20549

Report of Foreign Private Issuer

**Pursuant to Rule 13a-16 or 15d-16
of the Securities Exchange Act of 1934**

For the month of March 2010 (Report No. 5)

Commission File Number: 0-28724

ORCKIT COMMUNICATIONS LTD.

(Translation of registrant's name into English)

126 Yigal Allon Street, Tel-Aviv 67443, Israel

(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F:

Form 20-F ☐ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): N/A

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): N/A

Indicate by check mark whether by furnishing the information contained in this Form, the registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934:

Yes ☐ No ☐

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): 82- N/A

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On March 29, 2010, Orckit Communications Ltd. (the “Registrant”) entered into subscription agreements with investors (the “Subscription Agreements”) for the sale of 2,810,000 units, each consisting of one ordinary share, primary warrants to purchase 0.25 ordinary shares at a price of \$3.78 per unit, and contingent warrants to purchase 0.25 ordinary shares. The primary and contingent warrants have a term of five years and the primary warrants have an exercise price of \$5.66 per share.

If the closing price of our ordinary shares for any 20 trading day period within a 30 trading day period following the one year anniversary of the closing is equal to or greater than \$11.32 per share, then, subject to certain conditions, the Registrant may, in its sole discretion, elect to require the exercise of all of the then unexercised primary warrants, provided, however, that the Registrant may not require the exercise of the primary warrants in any period during which its ordinary shares are not listed for trading on the Nasdaq Global Market, the Tel Aviv Stock Exchange, or any national securities exchange. In that event, subject to certain conditions, the contingent warrants to purchase an equal number of ordinary shares will become exercisable at a price of \$11.32 per share.

The units will not be certificated, and the ordinary shares, primary warrants and contingent warrants will be issued separately. The primary warrants and contingent warrants will not be separable from each other, but will be immediately separable from the ordinary shares being offered as part of the units. There is no established public trading market for the primary warrants and contingent warrants, and we do not expect a market to develop for either of them. In addition, we do not intend to apply to list the primary warrants or the contingent warrants on any securities exchange.

The units were offered and will be sold pursuant to a prospectus supplement dated March 29, 2010, pursuant to the Registrant’s effective shelf registration statement on Form F-3 (Registration No. 333-164822), as amended by the Registrant’s registration statement on Form F-3 (Registration No. 333-165753) pursuant to Rule 462(b) to increase the permissible size of the offering. The Registrant concurrently entered into a placement agency agreement (the “Placement Agency Agreement”) with Roth Capital Partners, LLC (the “Placement Agent”) in relation to the offering of the units.

The gross proceeds of the offering are expected to be approximately \$10.6 million and net proceeds, after deducting the Placement Agent’s fee and estimated offering expenses payable by the Registrant, are expected to be approximately \$9.7 million.

Among the investors in the offering are Izhak Tamir and Eric Paneth, who are founders, executive officers and directors of the Registrant and have agreed to purchase 100,000 and 75,000 units, respectively, subject to shareholder approval pursuant to Israeli law. No placement agent fee is payable by the Registrant in respect of the units purchased by them.

The offering is expected to close on or about April 1, 2010, subject to the satisfaction of customary closing conditions. The closing of the investments of the non-affiliated investors is not subject to shareholder approval.

On March 29, 2010, the Registrant issued a press release announcing the offering described above. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated by reference into (i) the Registrant’s Registration Statement on Form F-3, Registration No. 333-160443, and (ii) the Registrant’s Registration Statements on Form S-8, Registration Nos. 333-05670, 333-08824, 333-12178, 333-131991 and 333-164090.

The Placement Agency Agreement, the form of warrant, the form of contingent warrant, a legal opinion of Goldfarb, Levy, Eran, Meiri, Tzafrir & Co., the form of Subscription Agreement and the consent of Goldfarb, Levy, Eran, Meiri, Tzafrir & Co., all relating to the offering described above are filed as Exhibits 1.1, 4.3, 4.4, 5.1, 10.1, 10.2, 23.1, respectively, to this Form 6-K, and such documents are incorporated by reference into the Registrant’s Registration Statements on Form F-3, Registration Nos. 333-164822 and 333-165753.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned, thereunto duly authorized.

ORCKIT COMMUNICATIONS LTD.

Date: March 29, 2010

By: /s/ Izhak Tamir
Izhak Tamir
President

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
1.1	Placement Agency Agreement, dated March 26, 2010, by and between the Registrant and Roth Capital Partners, LLC.
4.3	Form of Warrant to Purchase Ordinary Shares.
4.4	Form of Contingent Warrant to Purchase Ordinary Shares.
5.1	Opinion of Goldfarb, Levy, Eran, Meiri, Tzafrir & Co.
10.1	Form of Subscription Agreement for Unaffiliated Investors.
10.2	Form of Subscription Agreement for Affiliated Investors.
23.1	Consent of Goldfarb, Levy, Eran, Meiri, Tzafrir & Co. (included as part of Exhibit 5.1).
99.1	Press Release: Orckit Announces Registered Offering of Approximately \$10.6 Million in Ordinary Shares and Warrants, dated March 29, 2010.

PLACEMENT AGENCY AGREEMENT

March 29, 2010

Roth Capital Partners, LLC
24 Corporate Plaza
Newport Beach, CA 92660

Ladies and Gentlemen:

Orckit Communications Ltd., an Israeli company (the “Company”), proposes, subject to the terms and conditions of this Placement Agency Agreement (the “Agreement”), to issue and sell an aggregate of up to \$11,000,000 in shares (the “Shares”) of its ordinary shares, no par value (the “Ordinary Shares”) and warrants to purchase Ordinary Shares, in the forms attached hereto as Exhibit A (the “Warrants” and, collectively with the Shares, the “Securities”), directly to various investors (collectively, the “Investors”) pursuant to the Subscription Agreement in the form attached as Exhibit B (the “Subscription Agreement”). The Ordinary Shares issuable upon exercise of the Warrants are herein referred to as the “Warrant Shares.”

The Company hereby confirms its agreement with the Placement Agent (as defined below) as follows:

Section 1. Agreement to Act as Placement Agent.

(a) On the basis of the representations, warranties and agreements of the Company herein contained, and subject to all the terms and conditions of this Agreement between the Company and Roth Capital Partners, LLC (“Roth Capital”), Roth Capital shall be the Company’s exclusive placement agent (in such capacity, the “Placement Agent”), on a best efforts basis, in connection with the issuance and sale by the Company of the Securities in the proposed takedown from a shelf registration statement on Form F-3 (Registration Statement No. 333-164822) (the “Registration Statement”), with the terms of such takedown to be subject to market conditions and negotiations between the Company, Roth Capital and the prospective Investors (such takedown shall be referred to herein as the “Offering”). As compensation for services rendered, and provided that any of the Securities are sold to Investors in the Offering, on the Closing Date (as defined below) of the Offering, the Company shall pay to the Placement Agent an amount equal to 6.2% of the gross proceeds received by the Company from the sale of the Securities to Investors, excluding any Securities sold to any director or officer of the Company.

This Agreement shall not give rise to any commitment by the Placement Agent to purchase any of the Securities, and the Placement Agent shall have no authority to bind the Company. The Placement Agent shall act on a best efforts basis to solicit offers to purchase the Securities and to procure performance by the Investors in the Securities; *provided, however*, that the Placement Agent does not guarantee that it will be able to raise capital in the prospective Offering. The Company acknowledges that any advice given by Roth Capital to the Company is solely for the benefit and use of the Board of Directors of the Company and may not be used, reproduced, disseminated, quoted or referred to, without the Placement Agent’s prior written consent. The Placement Agent may, with the prior written consent of the Company, retain other brokers or dealers to act as sub-agents on its behalf in connection with any Offering.

(b) The term of the Placement Agent’s exclusive engagement will expire on the earlier of (1) the Closing of the Offering and (ii) May 7, 2010; however, the Company may terminate the engagement at any time with or without cause at any time and without liability or continuing obligation to the Company. Upon termination, the Placement Agent will be entitled to collect all fees earned. Nothing in this Agreement shall be construed to limit the ability of the Placement Agent or its affiliates to pursue, investigate, analyze, invest in, or engage in investment banking, financial advisory or any other business relationship with entities or persons other than the Company.

Section 2. Representations, Warranties and Agreements of the Company.

The Company hereby represents and warrants to the Placement Agent as follows:

(a) *Securities Law Filings.* The Company has filed with the Securities and Exchange Commission (the “ Commission ”) the Registration Statement, which became effective on March 11, 2010, for the registration under the Securities Act of 1933, as amended (the “ Act ”), of Ordinary Shares and warrants that the Company may offer and sell from time to time in one or more offerings up to a total dollar amount of \$20,000,000, including the Offering. On the date of the filing of the Registration Statement and the date on which the Registration Statement became effective, the Company met the requirements for use of Form F-3 under the Act. Such registration statement meets the requirements set forth in Rule 415(a)(1)(x) under the Act and complies in all other material respects with said Rule. The Company will file with the Commission pursuant to Rule 424(b) under the Act a supplement to the form of prospectus included in such registration statement relating to a placement of the Securities and the plan of distribution thereof and the Company has advised the Placement Agent of all further material information (financial and other) with respect to the Company to be set forth therein. Such registration statement, including the exhibits and schedules thereto, as amended at the date of this Agreement and the documents and information otherwise deemed to be a part thereof or included therein by Rule 430A, 430B or 430C under the Act or otherwise pursuant to the Securities Act at such time, is hereinafter called the “ Registration Statement ”; such prospectus, in the form in which it appears in the Registration Statement, is hereinafter called the “ Base Prospectus ”; and the supplemented form of prospectus, in the form in which it will be filed with the Commission pursuant to Rule 424(b), is hereinafter called a “ Prospectus Supplement .” Any preliminary form of Prospectus Supplement which is filed or used prior to filing of the Prospectus Supplement is hereinafter called a “ Preliminary Prospectus ”. Any reference herein to the Registration Statement, the Base Prospectus, or the Prospectus Supplement shall be deemed to refer to and include the documents incorporated by reference therein (the “ Incorporated Documents ”) pursuant to Item 6 of Form F-3 which were filed under the Securities Exchange Act of 1934, as amended (the “ Exchange Act ”), on or before the date of this Agreement, or the issue date of the Base Prospectus, Preliminary Prospectus or Prospectus Supplement, as the case may be; and any reference herein to the terms “amend,” “amendment” or “supplement” with respect to the Registration Statement, the Base Prospectus, Preliminary Prospectus or the Prospectus Supplement shall be deemed to refer to and include the filing of any document under the Exchange Act after the date of this Agreement and prior to the time of the Closing (as defined below), or the issue date of the Base Prospectus, Preliminary Prospectus or the Prospectus Supplement, as the case may be, deemed to be incorporated therein by reference. All references in this Agreement to financial statements and schedules and other information which is “contained,” “included” or “stated” in the Registration Statement, Preliminary Prospectus or the Prospectus Supplement (and all other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is or is deemed to be incorporated by reference in the Registration Statement, Preliminary Prospectus or the Prospectus Supplement, as the case may be. For purposes of this Agreement, all references to the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Prospectus Supplement or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval System (“ EDGAR ”). Any registration statement (including any amendment or supplement thereto or information which is deemed part thereof) filed by the Company under Rule 462(b) (“ Rule 462(b) Registration Statement ”) shall be deemed to be part of the “Registration Statement” as defined herein, and any prospectus (including any amendment or supplement thereto or information which is deemed part thereof) included in such registration statement shall be deemed to be part of the “Prospectus” as defined herein, as appropriate.

(b) *No Stop Order.* No stop order suspending the effectiveness of the Registration Statement or the use of the Base Prospectus, any Preliminary Prospectus or the Prospectus Supplement has been issued, and no proceeding for any such purpose is pending or has been initiated or, to the Company’s knowledge, is threatened by the Commission.

(c) *Compliance with Applicable Regulations.* The Registration Statement (and any further documents to be filed with the Commission) contains all exhibits and schedules as required by the Act. Each of the Registration Statement and any post-effective amendment thereto, at the time it became effective, complied in all material respects with the Act and the Exchange Act and the applicable rules and regulations of the Commission thereunder and did not and, as amended or supplemented, if applicable, will not, 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 not misleading. Each of the Base Prospectus, any Preliminary Prospectus and the Prospectus Supplement, as of its respective date, complied in all material respects with the Act and the Exchange Act and the applicable rules and regulations of the Commission thereunder. Each of the Base Prospectus, any Preliminary Prospectus and the Prospectus Supplement, as amended or supplemented, did not and will not contain as of the effective date thereof any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Incorporated Documents, when they were filed with the Commission, conformed in all material respects to the requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder, and none of such documents, when they were filed with the Commission, contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein not misleading; and any further documents so filed and incorporated by reference in the Base Prospectus, Preliminary Prospectus or Prospectus Supplement prior to the Closing, when such documents are filed with the Commission, will conform in all material respects to the requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder, as applicable, and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. Notwithstanding the foregoing, the Company makes no representations or warranties as to the information contained in or omitted from any Preliminary Prospectus or the Prospectus Supplement or any amendment thereof or supplement thereto in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Placement Agent specifically for use in any Preliminary Prospectus or the Prospectus Supplement. No post-effective amendment to the Registration Statement reflecting any facts or events arising after the effective date thereof which represent, individually or in the aggregate, a fundamental change in the information set forth therein is required to be filed with the Commission.

(d) *Reports and Documents, etc.* There are no documents required to be filed with the Commission in connection with the transaction contemplated hereby that (x) have not been filed as required pursuant to the Act or (y) will not be filed within the requisite time period. There are no contracts or other documents required to be described in the Prospectus Supplement, or to be filed as exhibits or schedules to the Registration Statement, which have not been described or filed as required.

(e) *Offering Materials Furnished to the Placement Agent.* The Company has delivered, or will as promptly as practicable deliver, to the Placement Agent complete conformed copies of the Registration Statement and of each consent and certificate of experts filed as a part thereof, and conformed copies of the Registration Statement (without exhibits), the Base Prospectus, any Preliminary Prospectus and the Prospectus Supplement, as amended or supplemented, in such quantities and at such places as the Placement Agent reasonably requests.

(f) *Distribution of Offering Material.* The Company has not distributed and will not distribute, prior to the Closing Date, any offering material in connection with the offering and sale of the Securities other than the Base Prospectus, any Preliminary Prospectus and the Prospectus Supplement or the Registration Statement and copies of the documents incorporated by reference therein. For the avoidance of doubt, any other material prepared and distributed solely by the Placement Agent is not deemed to be distributed by the Company for purposes of this paragraph (f). The Company has satisfied or will satisfy the conditions in Rule 433 under the Securities Act to avoid a requirement to file with the Commission any electronic road show. The parties hereto agree and understand that the content of any and all “road shows” related to the Offering of the Securities contemplated hereby is solely the property of the Company.

(g) *Incorporation and Good Standing.* The Company has been duly organized and is validly existing under the laws of the State of Israel, and each of the Company's subsidiaries set forth in Exhibit C hereto (the "Subsidiaries") has been duly organized and is validly existing as a corporation in good standing under the laws of its jurisdiction of incorporation. Each the Company and the Subsidiaries has full corporate power and authority to own its properties and other assets and conduct its business as described in the Preliminary Prospectus or Prospectus Supplement, and is duly qualified or licensed to do business as a foreign corporation and, if the concept of good standing is recognized by such jurisdiction, is in good standing under the laws of each jurisdiction which requires such qualification or license, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect (as defined below).

(h) *The Placement Agency Agreement.* This Agreement has been duly authorized, executed and delivered by the Company, and is a valid and binding agreement of, the Company, enforceable against the Company in accordance with its terms, except as rights to indemnification and contribution hereunder may be limited by applicable law and except as the enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(i) *Authorization of the Securities.* All corporate action required by the laws of the State of Israel, the Memorandum of Association and Articles of Association of the Company to be taken by the Company for the due and proper authorization and sale of the Securities has been validly and sufficiently taken, except that the issuance and sale of Securities to certain affiliates of the Company shall be subject to approval of the Company's shareholders. The Shares, when issued and delivered by the Company to the Investors against payment therefor pursuant to this Agreement and each of the Subscription Agreements entered into with the Investors, will be validly issued, fully paid and nonassessable. The Warrant Shares have been duly authorized and reserved for issuance pursuant to the terms of the Warrants, and the Warrant Shares, when issued by the Company upon the valid exercise of the Warrants and payment of the exercise price, will be duly issued, fully paid and nonassessable. The Securities will conform in all material respects to the description thereof contained in the Registration Statement, any Preliminary Prospectus and the Prospectus Supplement. No further approval or authority of the shareholders or the Board of Directors of the Company will be required for the issuance and sale of the Securities as contemplated herein, except that the issuance and sale of Securities to certain affiliates of the Company shall be subject to approval of the Company's shareholders.

(j) *No Material Adverse Change.* Subsequent to the respective dates as of which information is given in the Base Prospectus, any Preliminary Prospectus and in any Prospectus Supplement: (i) there has been no material adverse change or effect, or any development that could reasonably be expected to result in a material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and the Subsidiaries (as defined below) taken as a whole (any such change, where the context so requires, is called a "Material Adverse Change" or a "Material Adverse Effect"); (ii) the Company and the Subsidiaries have not incurred any material liability or obligation, indirect, direct or contingent, not in the ordinary course of business nor entered into any material transaction or agreement not in the ordinary course of business; (iii) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of capital stock or repurchase or redemption by the Company of any class of capital stock; and (iv) there has not been any material change in the short-term debt or long-term debt of the Company and the Subsidiaries.

(k) *Permits.* The Company and each of the Subsidiaries possess all necessary licenses, authorizations, consents and approvals and have made all necessary filings required under any federal, state, local or foreign law, regulation or rule in order to conduct its business, except to the extent failure to possess such licenses, authorizations, consents and approvals or to have made any required filings would not result in a Material Adverse Effect. Neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any proceedings relating to revocation or modification of, any such license, authorization, consent or approval, except to the extent such violation, default, revocation or modification would not result in a Material Adverse Effect. The Company and each of the Subsidiaries is in compliance in all material respects with all applicable federal, state, local and foreign laws, regulations, orders or decrees, except to the extent that any non-compliance would not result in a Material Adverse Effect.

(l) *Legal Proceedings.* There are no legal or governmental proceedings pending or, to the Company's knowledge, threatened or contemplated to which the Company or any of the Subsidiaries is or would be a party or of which any of their respective properties is or would be subject at law or in equity, before or by any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency, or before or by any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, NASDAQ or TASE, as defined below), except (i) as described in the Registration Statement, any Preliminary Prospectus and the Prospectus Supplement, (ii) any such proceeding, which if resolved adversely to the Company or any Subsidiary, would not result in a judgment, decree, order or penalty having, individually or in the aggregate, a Material Adverse Effect or (iii) any such proceeding that would not prevent or materially and adversely affect the ability of the Company to consummate the transactions contemplated hereby.

(m) *Statutes; Contracts.* There are no statutes or regulations applicable to the Company or contracts or other documents of the Company which are required to be described in the Registration Statement, any Preliminary Prospectus or the Prospectus Supplement or filed as exhibits to the Registration Statement by the Securities Act which have not been so described or filed.

(n) *No Violation.* Neither the Company nor any of the Subsidiaries is in violation of its respective articles or certificate of incorporation or association, as applicable, bylaws or memorandum of association, or other governing documents or in breach or violation of or in default (nor has any event occurred which with notice, lapse of time or both would result in any breach or violation of, or constitute a default) (i) in the performance or observance of any term, covenant, obligation, agreement or condition contained in any indenture, mortgage, deed of trust, bank loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which any of them or any of their properties may be bound or affected, or (ii) in the performance or observance of any statute, law, rule, regulation, ordinance, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, the Subsidiaries or any of their respective properties, as applicable, except, with respect to clauses (i) and (ii) above, to the extent any such breach, violation or default would not result in a Material Adverse Effect.

(o) *No Conflict.* The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions herein contemplated, including the issuance and sale by the Company of the Securities, will not conflict with or result in a breach or violation of, or constitute a default under (nor constitute any event which with notice, lapse of time or both would result in any breach or violation of or constitute a default under) (i) the provisions of the governing documents of the Company or any of the Subsidiaries, (ii) any indenture, mortgage, deed of trust, bank loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which any of them or any of their respective properties may be bound or affected, or (iii) any federal, state, local or foreign law, regulation or rule or any decree, judgment or order applicable to the Company or any of the Subsidiaries except, with respect to clauses (ii) and (iii) above, to the extent any such contravention would not result in a Material Adverse Effect.

(p) *Independent Accountants.* Kesselman & Kesselman, Certified Public Accountants, a member of PricewaterhouseCoopers International Limited, which has expressed its opinion with respect to the financial statements (which term as used in this Agreement includes the related notes and schedules thereto) and supporting schedules filed with the Commission as a part of the Registration Statement and incorporated by reference in the Prospectus Supplement, is an independent registered public accounting firm as required by the Act and the Exchange Act.

(q) *Preparation of the Financial Statements.* The financial statements filed with the Commission as a part of the Registration Statement or included or incorporated by reference in the Base Prospectus or Prospectus Supplement present fairly the financial position of the Company and its consolidated Subsidiaries as of and at the dates indicated and the results of their operations and cash flows for the periods specified therein. The supporting exhibits and schedules included in the Registration Statement, if any, present fairly the information required to be stated therein subject to the normal year-end adjustments which are not expected to be material in amount. The assumptions used in preparing the pro forma financial information presented in the Prospectus Supplement provide a reasonable basis for presenting the effects attributable to the Offering as described therein and give appropriate effect to the assumptions, and the pro forma columns and reconciliations therein reflect the proper application of adjustments to the corresponding historical financial statements. Such financial statements and supporting schedules, if any, have been prepared in conformity with generally accepted accounting principles as applied in the United States (“GAAP”), as applicable, applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto and comply in all material respects with the Act, the Exchange Act and the applicable rules and regulations of the Commission thereunder. No other financial statements or supporting schedules or exhibits are required by the Act or the rules and regulations of the Commission thereunder to be included in the Registration Statement or the Prospectus Supplement.

(r) *Internal Control Over Financial Accounting; Disclosure Controls.* The Company and each of the Subsidiaries maintains a system of internal control over financial accounting sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management’s general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Since the date of the most recent evaluation of internal control over financial reporting, there have been no changes in internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting. There are no significant deficiencies or material weaknesses in the Company’s internal control over financial reporting. The Company is not aware of any fraud, whether or not material, that involves management or other employees who have a role in the Company’s or any of the Subsidiaries’ internal control over financial reporting. The Company and each of the Subsidiaries has established, maintains and evaluates “disclosure controls and procedures” (as such term is defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act), which (i) are designed to ensure that material information relating to the Company and each of the Subsidiaries is made known to the Company’s principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared, (ii) have been evaluated for effectiveness as of the end of the last fiscal period covered by the Registration Statement; and (iii) such disclosure controls and procedures are effective to perform the functions for which they were established.

(s) *Capitalization and Other Capital Stock Matters.* The authorized, issued and outstanding capital stock of the Company is as set forth in the Registration Statement, any Preliminary Prospectus and in each Prospectus Supplement (other than for issuances after the dates thereof, if any, pursuant to employee benefit plans described in any Prospectus Supplement or upon exercise of outstanding options or warrants described in any Prospectus Supplement). The Securities conform in all material respects to the description thereof contained in the Base Prospectus, any Preliminary Prospectus and the Prospectus Supplement. As of March 22, 2010, there were 16,651,815 Ordinary Shares outstanding. Since March 22, 2010, the Company has not issued any securities other than (i) Ordinary Shares of the Company pursuant to the exercise of previously outstanding options in connection with the Company's employee stock purchase and option plans (the "Plans"), outstanding warrants and other outstanding obligations, and (ii) options granted pursuant to the Plans in the ordinary course of business consistent with past practice, in each case as disclosed in the Base Prospectus, any Preliminary Prospectus and each Prospectus Supplement. All the issued and outstanding shares of the capital stock of the Company and the Subsidiaries have been duly authorized and validly issued, are fully paid and nonassessable and have been issued in compliance, in all material respects, with Israeli or U.S. federal and state securities laws, as applicable. Except as set forth in the Base Prospectus, any Preliminary Prospectus and each Prospectus Supplement, all of the outstanding shares of capital stock of the Subsidiaries are owned, directly or indirectly, by the Company. None of the outstanding shares of capital stock of the Company or any Subsidiary were issued in violation of any preemptive rights, rights of first refusal or other similar rights of any securityholder of the Company or Subsidiary to subscribe for or purchase securities, which rights have not been waived. There are no authorized or outstanding options, warrants, preemptive rights, rights of first refusal or other rights to purchase, or equity or debt securities convertible into or exchangeable or exercisable for, any capital stock of the Company or any Subsidiary other than those described in the Base Prospectus, any Preliminary Prospectus and each Prospectus Supplement. The description of the Company's stock option, stock bonus and other stock plans or arrangements, and the options, warrants or other rights granted thereunder, set forth in the Base Prospectus and the Prospectus Supplement accurately and fairly presents the information required by the Act to be shown with respect to such plans, arrangements, options and rights. Except as set forth in the Base Prospectus, any Preliminary Prospectus or in any Prospectus Supplement, the Company does not have any material subsidiaries or own directly or indirectly any of the capital stock or other equity or long-term debt securities or have any equity interest in any other person. The issuance of the Securities will not obligate the Company, or allow the Company to exercise a discretionary right, to issue further securities pursuant to its Bonus Rights Agreement, dated as of November 20, 2001, as amended February 5, 2003.

(t) *Registration; Stock Exchange Listing.* The Ordinary Shares are registered under the Exchange Act and are listed on the NASDAQ Global Market ("NASDAQ") and the Tel-Aviv Stock Exchange ("TASE"), and the Company has taken no action designed to, or likely to have the effect of terminating the registration of the Ordinary Shares under the Exchange Act or suspending from trading the Ordinary Shares from NASDAQ or TASE, nor has the Company received any information suggesting that the Commission or the Financial Industry Regulatory Authority ("FINRA") is contemplating terminating or suspending such registration or quotation.

(u) *No Consents.* No approval, authorization, consent or order of or filing with any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency, or of or with any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, NASDAQ or TASE), or approval of the shareholders of the Company, is required in connection with the issuance and sale of the Securities or the consummation by the Company of the transactions contemplated hereby other than (i) as may be required under the Securities Act, (ii) under the rules and regulations of FINRA and (iii) the approval of the TASE to list the Shares and the Warrant Shares.

(v) *Good Title to Property.* Neither the Company nor any Subsidiary owns any real property. The Company and each of the Subsidiaries has good and valid title to all personal property described in the Registration Statement, any Preliminary Prospectus and each Prospectus Supplement as being owned by each of them that are material to the business of the Company, in each case free and clear of all liens, claims, security interests, other encumbrances or defects except such as are described in the Registration Statement, any Preliminary Prospectus and each Prospectus Supplement and those that would not, individually or in the aggregate materially and adversely affect the value of such property and do not materially and adversely interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries. All of the property described in the Registration Statement, any Preliminary Prospectus and the Prospectus Supplement as being held under lease by the Company or a Subsidiary is held thereby under valid, subsisting and enforceable leases, without any liens, restrictions, encumbrances or claims, except those that, individually or in the aggregate, are not material and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries.

(w) *Intellectual Property Rights.* The Company and the Subsidiaries own, or have obtained valid and enforceable licenses for, or other rights to use, the inventions, patent applications, patents, trademarks (both registered and unregistered), tradenames, copyrights, trade secrets and other proprietary information (collectively, “ Intellectual Property ”) necessary for the conduct of the business of the Company and the Subsidiaries as currently conducted and as described in the Registration Statement, any Preliminary Prospectus and each Prospectus Supplement as being owned or licensed by them, except where the failure to own, license or have such rights would not result in a Material Adverse Effect; except as described in the Registration Statement, any Preliminary Prospectus and each Prospectus Supplement (i) there are no third parties who have or, to the Company’s knowledge, will be able to establish rights to any Intellectual Property, except for the ownership rights of the owners of the Intellectual Property which is licensed to the Company, the rights of licensees of any of the Company’s Intellectual Property in the ordinary course of business or where such rights would not result in a Material Adverse Effect; (ii) to the Company’s knowledge, there is no infringement by third parties of any Intellectual Property, except as would not result in a Material Adverse Effect; (iii) there is no pending or, to the Company’s knowledge, threatened action, suit, proceeding or claim by others challenging the Company’s rights in or to, or the validity, enforceability, or scope of, any Intellectual Property owned by or licensed to the Company; (iv) there is no pending or, to the Company’s knowledge, threatened action, suit, proceeding or claim by others that the Company or any of the Subsidiaries infringes or otherwise violates any patent, trademark, copyright, trade secret or other proprietary rights of others; (v) to the Company’s knowledge, there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property; and (vi) to the Company’s knowledge, there is no prior art that would render invalid any patent owned by the Company that is material to its business, nor is there any prior art known to the Company that would render unpatentable any patent application owned by the Company that is material to its business.

(x) *Taxes.* The Company and each of the Subsidiaries has timely filed all material federal, state, local and foreign income and franchise tax returns (or timely filed applicable extensions therefor) that have been required to be filed and are not in default in the payment of any taxes which were payable pursuant to said returns or any assessments with respect thereto, other than any which the Company or any of the Subsidiaries is contesting in good faith and for which adequate reserves have been provided and reflected in the Company’s financial statements included in the Registration Statement, any Preliminary Prospectus and each Prospectus Supplement. Except as set forth in the Registration Statement, neither the Company nor any of the Subsidiaries has any tax deficiency that has been or, to the knowledge of the Company, might be asserted or threatened against it that would result in a Material Adverse Effect.

(y) *Insurance.* The Company and each of the Subsidiaries maintains insurance in such amounts and covering such risks as is adequate for the conduct of its business and the value of its properties. All such insurance is fully in force on the date hereof and will be fully in force as of the Closing Date. Neither the Company nor any of the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(z) *Corrupt Practices.* Neither the Company nor, to the Company's knowledge, any other person associated with or acting on behalf of the Company, including without limitation any director, officer, agent or employee of the Company or the Subsidiaries has, directly or indirectly, while acting on behalf of the Company or the Subsidiaries (i) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds, (iii) violated any provision of the Foreign Corrupt Practices Act of 1977, as amended to the extent applicable to the Company and/or its Subsidiaries, or (iv) made any other unlawful payment under any applicable foreign, federal or state law.

(aa) *No Undisclosed Relationships.* No relationship, direct or indirect, exists between or among the Company or any of the Subsidiaries on the one hand and the directors, officers, stockholders, customers or suppliers of the Company or any of the Subsidiaries on the other hand which is required to be described in the Registration Statement, any Preliminary Prospectus and each Prospectus Supplement which has not been so described. There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company to or for the benefit of any of the officers or directors of the Company or any of the Subsidiaries or any member of their respective immediate families, except as disclosed in the Registration Statement, any Preliminary Prospectus and each Prospectus Supplement. The Company has not, in violation of the Sarbanes-Oxley Act, directly or indirectly, extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any director or executive officer of the Company or any of the Subsidiaries.

(bb) *Brokers Fees.* Except for this Agreement and the Engagement Letter previously executed between the Company and the Placement Agent, neither the Company nor any of the Subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Company or the Subsidiaries or the Placement Agent for a brokerage commission, finder's fee or other like payment in connection with the offering and sale of the Securities.

(cc) *Exchange Act Requirements.* The Company has filed in a timely manner all reports required to be filed pursuant to Sections 13(a), 13(e) and 15(d) of the Exchange Act during the preceding 12 months, except where the failure to timely file could not reasonably be expected individually or in the aggregate to have a Material Adverse Effect.

(dd) *FINRA Affiliations.* To the Company's knowledge, there are no affiliations or associations between (i) any member of FINRA and (ii) the Company or any of the Company's officers, directors or 5% or greater securityholders or any beneficial owner of the Company's unregistered equity securities that were acquired at any time on or after the one hundred eightieth (180th) day immediately preceding the date the Registration Statement was initially filed with the Commission, except as set forth in the Registration Statement, any Preliminary Prospectus and each Prospectus Supplement.

(ee) *Compliance with Environmental Laws.* The Company and the Subsidiaries (a) are in compliance with any and all applicable foreign, federal, state and local laws, orders, rules, regulations, directives, decrees and judgments relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (“ Environmental Laws ”), (b) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (c) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, result in a Material Adverse Effect. There are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, individually or in the aggregate, result in a Material Adverse Effect.

(ff) *No Labor Disputes.* Neither the Company nor any Subsidiary is engaged in any unfair labor practice; except for matters that would not, individually or in the aggregate, result in a Material Adverse Effect, (i) there is (A) no unfair labor practice complaint pending or, to the Company’s knowledge after due inquiry, threatened against the Company or any Subsidiary before any applicable labor authority, and no grievance or arbitration proceeding arising out of or under collective bargaining agreements is pending or threatened, (B) no strike, labor dispute, slowdown or stoppage pending or, to the Company’s knowledge after due inquiry, threatened against the Company or any Subsidiary and (C) no union representation dispute currently existing concerning the employees of the Company or any Subsidiary, and (ii) to the Company’s knowledge, (A) no union organizing activities are currently taking place concerning the employees of the Company or any Subsidiary and (B) there has been no violation of any federal, state, local or foreign law relating to discrimination in the hiring, promotion or pay of employees or any applicable wage or hour laws concerning the employees of the Company.

(gg) *Statistical or Market-Related Data.* Any statistical, industry-related and market-related data included or incorporated by reference in the Registration Statement, any Preliminary Prospectus and each Prospectus Supplement or “road show” presentation, are based on or derived from sources that the Company reasonably and in good faith believes to be reliable and accurate, and such data agree with the sources from which they are derived.

(hh) *Descriptions of Documents.* The statements set forth in each of the Registration Statement, any Preliminary Prospectus and each Prospectus Supplement describing the Securities and this Agreement, insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair in all material respects.

(ii) *No Transfer Taxes or Other Fees.* There are no transfer taxes or other similar fees or charges under United States law or the laws of any state or any political subdivision thereof, required to be paid in connection with the execution and delivery of this Agreement or the issuance and sale by the Company of the Securities.

(jj) *No Price Stabilization or Manipulation.* The Company has not taken and will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in stabilization or manipulation of the price of the Ordinary Shares to facilitate the sale or resale of the Securities.

(kk) *Blue Sky; FINRA Matters.* The Securities have been or will be qualified for sale under the securities laws of such jurisdictions (United States and foreign) as the Placement Agent and the Investors determine, or are or will be exempt from the qualification and broker-dealer requirements of such jurisdictions.

Any certificate signed by an officer of the Company and delivered to the Placement Agent in connection herewith or in connection with the Offering shall be deemed to be a representation and warranty by the Company to the Placement Agent as to the matters set forth therein as representations and warranties.

Section 3. Delivery and Payment.

Subject to the terms and conditions hereof, payment of the purchase price for, and delivery of, the Shares and Warrants shall be made (the “ Closing ”) at the Company’s principal executive offices or at the offices of the Company’s legal counsel at approximately 9:00 a.m., Eastern Daylight Time, on the third (or if the Shares are priced, as contemplated by Rule 15c6-1(c) under the Exchange Act, after 4:30 p.m. Eastern time, the fourth) business day following the date hereof (unless another time shall be agreed to by Placement Agent and the Company). On the trading day following the date of this Agreement, and prior to the Closing Date, each Investor will confirm their purchase price and the number of Shares and Warrants they have purchased with their custodian bank or prime broker. On the Closing Date (i) the Investor will provide their purchase price by delivery of immediately available funds versus receipt of their Shares through such Investor’s executing broker’s delivery versus payment account established at Roth, (ii) the Company will deliver, or cause to be delivered, to Roth, the aggregate number of Shares purchased by Investors by authorizing the release of the Shares to Roth’s clearing firm, Ridge Clearing & Outsourcing Solutions DTC 0158 via DWAC delivery prior to the release of the federal funds wire to the Company for payment of such Shares, (iii) the Company will deliver, or cause to be delivered, to the Investors, the number of Warrants set forth on each Investor’s signature page to their Subscription Agreement, (iv) Roth will deliver, or cause to be delivered, to each Investor, such Investor’s Shares in accordance with the instructions provided by such Investor on their executing broker’s account versus payment for such Shares and (v) Roth will deliver, or cause to be delivered, to the Company, the aggregate purchase price of all Investors, minus applicable fees. All actions taken at the Closing shall be deemed to have occurred simultaneously. Notwithstanding the foregoing, the Closing of the issuance and sale of Securities to affiliates of the Company shall be subject to approval of the Company’s shareholders and shall occur, if such approval shall be obtained, on the business day immediately following the date of such approval. The Company shall promptly call a meeting of its shareholders to seek such approval, shall cause the each affiliate who shall enter into a Subscription Agreement to wire the applicable purchase price to an account to be designated in writing by the Company promptly following the execution of this Agreement, which funds shall be held in escrow pending the result of said shareholder meeting. The Company shall also obtain the undertaking of each such affiliate to vote his Ordinary Shares at said shareholder meeting in favor of the relevant proposal.

Section 4. Covenants of the Company.

The Company further covenants and agrees with the Placement Agent as follows:

(a) *Registration Statement Matters.* During the period beginning on the date hereof and ending at the time of the Closing (such period being referred to herein as the “ Prospectus Delivery Period ”), the Company agrees to advise the Placement Agent promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus Supplement or any amended Prospectus Supplement has been filed and to furnish the Placement Agent with copies thereof; to file promptly all reports required to be filed by the Company with the Commission pursuant to Section 13(a) or 15(d) of the Exchange Act subsequent to the date of the Prospectus Supplement; to advise the Placement Agent, promptly after it receives notices thereof (i) of any request by the Commission to amend the Registration Statement or to amend or supplement the Prospectus Supplement or for additional information and (ii) of the issuance by the Commission, of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto or any order directed at any Incorporated Document or any amendment or supplement thereto or any order preventing or suspending the use of the Base Prospectus or the Prospectus Supplement or any amendment or supplement thereto or any post-effective amendment to the Registration Statement, of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, of the institution or threatened institution of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or Prospectus Supplement or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of the Base Prospectus or Prospectus Supplement or suspending any such qualification, promptly to use its reasonable best efforts to obtain the withdrawal of such order.

(b) *Blue Sky Compliance.* The Company will cooperate with the Placement Agent and the Investors in endeavoring to qualify the Securities for sale or satisfy any applicable exemption(s) for sale of the Securities under the securities laws of such jurisdictions (United States and foreign) as the Placement Agent and the Investors may reasonably request, and will furnish such information and execute such applications and documents as may be reasonably required for that purpose, provided that the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction where it is not now so qualified or required to file such a consent, and provided further that the Company shall not be required to produce any new disclosure document other than the Prospectus Supplement. The Company will, from time to time, prepare and file such statements, reports and other documents as are or may be required to continue such qualifications in effect for so long a period as the Placement Agent may reasonably request for distribution of the Securities.

(c) *Amendments and Supplements to the Prospectus Supplement and Other Securities Act Matters.* The Company will comply with the Act and the Exchange Act, and the rules and regulations of the Commission thereunder, so as to permit the completion of the distribution of the Securities as contemplated in this Agreement, the Base Prospectus and any Prospectus Supplement. If during the Prospectus Delivery Period, any event shall occur as a result of which, in the judgment of the Company or in the reasonable opinion of the Placement Agent or counsel for the Placement Agent, it becomes necessary to amend or supplement the Base Prospectus or any Prospectus Supplement in order to make the statements therein, in the light of the circumstances existing at the time the Prospectus Supplement is delivered to a purchaser, not misleading, or, if it is necessary at any time to amend or supplement the Base Prospectus or any Prospectus Supplement to comply with any law, the Company promptly will prepare and file with the Commission, and furnish at its own expense to the Placement Agent and to dealers, an appropriate amendment to the Registration Statement or supplement to the Base Prospectus or any Prospectus Supplement so that the Prospectus Supplement as so amended or supplemented will not, in the light of the circumstances existing at the time it is so delivered, be misleading, or so that the Base Prospectus or any Prospectus Supplement will comply with such law. Before amending the Registration Statement or supplementing the Base Prospectus in connection with the Offering, the Company will furnish the Placement Agent with a copy of such proposed amendment or supplement, allow the Placement Agent a reasonable amount of time to review such proposed amendment or supplement and will not file any amendment or supplement to which the Placement Agent reasonably objects in writing, including via electronic mail.

(d) *Copies of any Amendments and Supplements to the Prospectus Supplement.* The Company agrees to furnish the Placement Agent, without charge, during the Prospectus Delivery Period, as many copies of the Base Prospectus, any Preliminary Prospectus and each Prospectus Supplement and any amendments and supplements thereto (including any Incorporated Documents) as the Placement Agent may reasonably request.

(e) *Use of Proceeds.* The Company shall apply the net proceeds from the sale of the Securities sold by it in the manner described under the caption "Use of Proceeds" in the Registration Statement or the applicable Prospectus Supplement.

(f) *Transfer Agent.* The Company shall engage and maintain, at its expense, a registrar and transfer agent for the Ordinary Shares.

(g) *Earnings Statement.* As soon as practicable and in accordance with applicable requirements under the Act, but in any event not later than 18 months after the Closing Date of the Offering, the Company will make generally available to its security holders and to the Placement Agent an earnings statement, covering a period of at least 12 consecutive months beginning after the Closing Date, that satisfies the provisions of Section 11(a) and Rule 158 under the Act.

(h) *Periodic Reporting Obligations.* During the Prospectus Delivery Period, the Company shall duly file, on a timely basis, with the Commission all reports and documents required to be filed under the Exchange Act within the time periods and in the manner required by the Exchange Act.

(i) *Public Communications.* Prior to the Closing Date, the Company will not issue any press release or other communication directly or indirectly or hold any press conference with respect to the Company, its condition, financial or otherwise, or the earnings, business, operations or prospects, or the offering of the Securities, without delivering prior notice to the Placement Agent; *provided, however,* the Company shall not name the Placement Agent in any release without the prior written consent of the Placement Agent. The Company shall use its reasonable efforts to allow the Placement Agent reasonable time to comment on such release or other communication in advance of such issuance.

(j) *Lock-Up Period and Arrangements.* The Company will abide by the restrictions on future issuances of securities by the Company, and use its reasonable best efforts to ensure its directors and officers abide by the restrictions on transfer of securities of the Company held by them, provided in Section 4 of the Subscription Agreements.

(k) *Stabilization.* During the Prospectus Delivery Period, the Company will not take directly or indirectly any action designed to, or that would reasonably be expected to cause or result in, or that will constitute, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Securities.

(l) *Listing.* The Company will use its best efforts to obtain approval for, and maintain the listing of the Shares on the NASDAQ and TASE for so long as the Ordinary Shares are listed thereon.

(m) *Additional Documents.* The Company will enter into any subscription, purchase or other customary agreements as the Placement Agent or the Investors deem necessary or appropriate to consummate the Offering, all of which will be in form and substance reasonably acceptable to the Placement Agent, the Investors and the Company. The Company agrees that the Placement Agent may rely upon, and is a third party beneficiary of, the representation and warranties, and applicable covenants, set forth in any such purchase, subscription or other agreement with Investors in the Offering.

Section 5. Conditions of the Obligations of the Placement Agent.

The obligations of the Placement Agent hereunder shall be subject to the accuracy of the representations and warranties on the part of the Company set forth in Section 2 (except that representations not qualified by a “Material Adverse Effect” or other materiality qualification shall be accurate in all material respects) as of the date hereof and as of the Closing Date of the Offering as though then made, to the timely performance by the Company of its covenants and other obligations hereunder in all material respects on and as of such dates, and to each of the following additional conditions:

(a) *Compliance with Registration Requirements; No Stop Order; No Objection from FINRA.* Each Prospectus Supplement shall have been duly filed with the Commission in accordance with Rule 424(b); if a Rule 462(b) Registration Statement is required, such Registration Statement shall have been transmitted to the Commission for filing and become effective within the prescribed time period and, prior to the Closing Date and the Company shall have provided evidence of such filing and effectiveness in accordance with Rule 462(b); no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; no order preventing or suspending the use of any Prospectus Supplement shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; no order having the effect of ceasing or suspending the distribution of the Securities or any other securities of the Company shall have been issued by any securities commission, securities regulatory authority or stock exchange and no proceedings for that purpose shall have been instituted or shall be pending or, to the knowledge of the Company, contemplated by any securities commission, securities regulatory authority or stock exchange; all requests for additional information on the part of the Commission shall have been complied with; and FINRA shall have raised no objection to the fairness and reasonableness of the placement agency terms and arrangements.

(b) *Corporate Proceedings.* All corporate proceedings and other legal matters in connection with this Agreement, the Registration Statement and each Prospectus Supplement, and the registration, authorization, issue, sale and delivery of the Securities, shall have been reasonably satisfactory to the Placement Agent's counsel, and such counsel shall have been furnished with such papers and information as they may reasonably have requested to enable them to pass upon the matters referred to in this Section 5.

(c) *No Material Adverse Change.* Subsequent to the execution and delivery of this Agreement and prior to the Closing Date, there shall not have occurred any Material Adverse Change or Material Adverse Effect, which, in the reasonable judgment of the Placement Agent, makes it impracticable or inadvisable to proceed with the Offering on the terms and in the manner contemplated by the applicable Prospectus Supplement.

(d) *Opinion of Counsel for the Company.* The Placement Agent shall have received on the Closing Date of the Offering, and the Company shall cause to be delivered to the Placement Agent opinions from the Company's U.S legal counsel and Israeli legal counsel in customary form, dated the Closing Date, addressed to the Placement Agent.

(e) *Accountant's Comfort Letter.* The Placement Agent shall have received on the date of this Agreement, a letter dated the date hereof (the "*Original Letter*"), addressed to the Placement Agent and in form and substance reasonably satisfactory to the Placement Agent and its counsel, from Kesselman & Kesselman Certified Public Accountants, which letter shall cover certain financial disclosures contained in the Registration Statement, any Preliminary Prospectus and the Prospectus Supplement, and shall contain statements and information of the type customarily included in accountants' "comfort letters" to underwriters, delivered according to Statement of Auditing Standards No. 72 and Statement of Auditing Standard No. 100 (or successor bulletins), with respect to the financial statements and certain financial information contained in or incorporated by reference into the Registration Statement, any Preliminary Prospectus and the Prospectus Supplement. At the Closing Date, the Placement Agent shall have received from Kesselman & Kesselman Certified Public Accountants, a letter, dated the Closing Date, which shall confirm, on the basis of a review in accordance with the procedures set forth in the Original Letter, that nothing has come to its attention during the period from the date of the Original Letter referred to in the prior sentence to a date (specified in the letter) not more than two days prior to the Closing Date, as applicable, which would require any change in the Original Letter if it were required to be dated and delivered at the Closing Date.

(f) *Officers' Certificate.* The Placement Agent shall have received on the Closing Date a certificate of the Company, in a form satisfactory to the Placement Agent, dated as of the Closing Date signed by the Chief Executive Officer and Chief Financial Officer of the Company, to the effect that:

(i) The representations and warranties of the Company in this Agreement are true and correct (except that representations not qualified by a "Material Adverse Effect" or other materiality qualification shall be accurate in all material respects), as if made on and as of the Closing Date, and the Company has complied in all material respects with all the agreements and satisfied in all material respects all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) No stop order suspending the effectiveness of the Registration Statement or the use of the Base Prospectus, any Preliminary Prospectus or the Prospectus Supplement has been issued and no proceedings for that purpose have been instituted or are pending or, to the Company's knowledge, threatened under the Act; no order having the effect of ceasing or suspending the distribution of the Securities or any other securities of the Company has been issued by any securities commission, securities regulatory authority or stock exchange in the United States and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, contemplated by any securities commission, securities regulatory authority or stock exchange in the United States;

(iii) When the Registration Statement became effective and at all times subsequent thereto up to the delivery of such certificate, the Registration Statement, the Base Prospectus, any Preliminary Prospectus and each Prospectus Supplement and any amendments or supplements thereto, and Incorporated Documents, when such documents became effective or were filed with the Commission, contained all material information required to be included therein by the Act and the Exchange Act and the applicable rules and regulations of the Commission thereunder, as the case may be, and in all material respects conformed to the requirements of the Act and the Exchange Act and the applicable rules and regulations of the Commission thereunder, as the case may be, and the Registration Statement and the Base Prospectus, any Preliminary Prospectus and the Prospectus Supplement, and any amendments or supplements thereto, did not and do not include 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 (provided, however, that the preceding representations and warranties contained in this paragraph (iii) shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by the Placement Agent expressly for use therein) and, since the effective date of the Registration Statement, there has occurred no event required by the Act and the rules and regulations of the Commission thereunder to be set forth in an amended or supplemented Prospectus Supplement which has not been so set forth;

(iv) Subsequent to the respective dates as of which information is given in the Registration Statement, the Base Prospectus, any Preliminary Prospectus and each Prospectus Supplement, there has not been: (a) any Material Adverse Change; (b) any transaction that is material to the Company and the Subsidiaries taken as a whole, except transactions entered into in the ordinary course of business; (c) any obligation, direct or contingent, that is material to the Company and the Subsidiaries taken as a whole, incurred by the Company or any Subsidiary, except obligations incurred in the ordinary course of business; (d) any material change in the capital stock (except changes thereto resulting from the exercise of outstanding stock options or warrants) or outstanding indebtedness of the Company or any Subsidiary; (e) any dividend or distribution of any kind declared, paid or made on the capital stock of the Company; or (f) any loss or damage (whether or not insured) to the property of the Company or any Subsidiary which has been sustained or will have been sustained which has a Material Adverse Effect; and

(v) The Company has been subject to continuous disclosure requirements of the Exchange Act for a period of at least 12 calendar months immediately preceding the filing of the Registration Statement, has timely filed all reports required of it to be filed under the Exchange Act during the past 12 calendar months and the portion of the month in which the Registration Statement was filed, and as of the date of the Base Prospectus, any Preliminary Prospectus and each Prospectus Supplement is currently in compliance with such obligations.

(g) *Secretary's Certificate.* On the Closing Date the Company shall have furnished to the Placement Agent a Secretary's Certificate of the Company including copies of all resolutions of the Company's Board of Directors or committees thereof relating to the Registration Statement and the offer and sale of the Securities, and certifying as to the Company's organizational documents, as amended and in effect on the Closing Date.

(h) *Other Filings with the Commission.* The Company shall have prepared and filed with the Commission a Report on Form 6-K with respect to the transactions contemplated hereby, including as an exhibit thereto this Agreement and any other documents relating thereto.

(i) *No FINRA Objection.* FINRA shall not have raised any objection with respect to the fairness and reasonableness of the Placement Agent terms and arrangements relating to the issuance and sale of the Securities; provided that if any such objection is raised subsequent to the Closing Date, the Company and the Placement Agent shall negotiate promptly and in good faith appropriate modifications to such terms and arrangements in order to satisfy such objections.

(j) *Listing.* The Ordinary Shares (including the Shares and Warrant Shares) are registered under the Exchange Act and are or will as of the Closing Date be listed on NASDAQ and the TASE, and the Company has taken no action designed to, or likely to have the effect of terminating the registration of the Shares and Warrant Shares under the Exchange Act or suspending from trading the Shares and Warrant Shares on NASDAQ and the TASE, nor has the Company received any written information suggesting that the Commission or the FINRA is contemplated terminating such registration or quotation. Neither the NASDAQ nor TASE shall have raised an objection to listing the Shares and Warrants Shares upon confirmation of issuance.

(k) *Compliance with Prospectus Delivery Requirements.* The Company shall have complied with the provisions of Sections 3 and 4(c) and (d) with respect to the furnishing of Prospectus Supplements.

(l) *Lock-Up Agreements.* Each of the Company's officers and directors shall execute and deliver a Lock-up Agreement, in a form satisfactory to the Placement Agent, restricting the transfer or other disposition of any Ordinary Shares or securities convertible into, exchangeable, or exercisable for Ordinary Shares held of record or beneficially by such officers and directors for a period of thirty (30) days (in the case of Eric Paneth and Izhak Tamir, ninety (90) days) after the Closing Date.

(m) *Additional Documents.* On or before the Closing Date, the Placement Agent and counsel for the Placement Agent shall have received such information and documents as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Securities as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

If any condition specified in this Section 5 is not satisfied in all material respects when and as required to be satisfied and the Company has not cured the applicable defect promptly upon notice from the Placement Agent, this Agreement may be terminated by the Placement Agent by notice to the Company signed by the Placement Agent at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Section 6 (Payment of Expenses), Section 8 (Indemnification and Contribution) and Section 10 (Representations and Indemnities to Survive Delivery) shall at all times be effective and shall survive such termination.

Section 6. Payment of Expenses.

The Company agrees to pay all costs, fees and expenses incurred in connection with the performance of its obligations hereunder and in connection with the transactions contemplated hereby, including without limitation: (i) all expenses incident to the issuance, delivery and qualification of the Securities (including all printing and engraving costs); (ii) all fees and expenses of the registrar and transfer agent of the Ordinary Shares; (iii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Securities; (iv) all fees and expenses of the Company's counsel, independent public or certified public accountants and other advisors; (v) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution of the Registration Statement (including financial statements, exhibits, schedules, consents and certificates of experts), the Base Prospectus, any Preliminary Prospectus and each Prospectus Supplement, and all amendments and supplements thereto, and this Agreement; (vi) all filing fees, reasonable attorneys' fees and expenses incurred by the Company in connection with qualifying or registering (or verifying or obtaining exemptions from the qualification or registration of) all or any part of the Securities for offer and sale under the state securities or blue sky laws; (vii) the filing fees incident to the review and approval by FINRA of the Placement Agent's participation in the offering and distribution of the Securities; (viii) the fees and expenses associated with including the Shares and Warrant Shares for listing on NASDAQ and the TASE; (ix) all costs and expenses incident to the travel and accommodation of the Company's employees on the "roadshow," if any; and (xi) all other fees, costs and expenses referred to in Part II of the Registration Statement.

Section 7. Reimbursement of Placement Agent's Expenses.

Roth Capital shall not be entitled to reimbursement by the Company for any expenses incurred in connection with this Agreement or the Offering.

Section 8. Indemnification and Contribution.

(a) *Indemnification of the Placement Agent.* The Company agrees to indemnify and hold harmless the Placement Agent, each of its officers, employees, and representatives, and each person, if any, who controls the Placement Agent within the meaning of the Act and the Exchange Act against any loss, claim, damage, liability or expense, as incurred, to which such Placement Agent or such controlling person may become subject, under the Act, the Exchange Act, or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Company, which consent shall not be unreasonably withheld), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based: (i) upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, or any amendment thereto, or the omission or alleged omission therefrom of 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; or (ii) upon any untrue statement or alleged untrue statement of a material fact contained in the Base Prospectus, any Preliminary Prospectus or the Prospectus Supplement (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (iii) in whole or in part upon any inaccuracy in the representations and warranties of the Company contained herein; or (iv) in whole or in part upon any failure of the Company to perform its obligations hereunder or under law; or (v) any act or failure to act or any alleged act or failure to act by the Placement Agent in connection with, or relating in any manner to, the Securities or the Offering contemplated hereby, and which is included as part of or referred to in any loss, claim, damage, liability or action arising out of or based upon any matter covered by clause (i), (ii), (iii) or (iv) above, provided that the Company shall not be liable under this clause (v) to the extent that a court of competent jurisdiction shall have determined by a final judgment that such loss, claim, damage, liability or action resulted directly from any such acts or failures to act undertaken or omitted to be taken by such Placement Agent through its gross negligence, bad faith or willful misconduct; and to reimburse such Placement Agent and each such controlling person for any and all expenses (including the reasonable fees and disbursements of one counsel chosen by the Placement Agent) as such expenses are reasonably incurred by such Placement Agent or such controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the foregoing indemnity agreement shall not apply to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Company by the Placement Agent expressly for use in the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Prospectus Supplement (or any amendment or supplement thereto).

(b) *Indemnification of the Company, its Directors and Officers.* The Placement Agent agrees to indemnify and hold harmless the Company, each of its directors, each of its officers and each person, if any, who controls the Company within the meaning of the Act or the Exchange Act, against any loss, claim, damage, liability or expense, as incurred, to which the Company, or any such director, officer or controlling person may become subject, under the Act, the Exchange Act, or other federal, state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of such Placement Agent; which consent shall not be unreasonably withheld), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon any untrue or alleged untrue statement of a material fact contained in any Preliminary Prospectus or Prospectus Supplement (or any amendment or supplement thereto), or arises out of or is based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in such Preliminary Prospectus or Prospectus Supplement (or any amendment or supplement thereto), in reliance upon and in conformity with written information furnished to the Company by such Placement Agent expressly for use therein and to reimburse the Company, or any such director, officer or controlling person for any legal and other expense reasonably incurred by the Company, or any such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The indemnity agreement set forth in this Section 8(b) shall be in addition to any liabilities that the Placement Agent may otherwise have.

(c) *Information Provided by the Placement Agent.* The Company and each person, if any, who controls the Company within the meaning of the Act or the Exchange Act, hereby acknowledges that the only information that the Placement Agent will furnish to the Company expressly for use in any Preliminary Prospectus or Prospectus Supplement (or any amendment or supplement thereto) are the statements regarding the Placement Agent set forth under the caption “Plan of Distribution” in the Prospectus Supplement.

(d) *Notifications and Other Indemnification Procedures.* Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof, but the omission so to notify the indemnifying party will not relieve it from any liability, which it may have to any indemnified party for contribution to the extent it is not prejudiced as a proximate result of such failure. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded (based upon advice of counsel to the indemnified party) that a conflict or potential conflict exists between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action that makes it impossible or inadvisable for counsel to the indemnifying party to conduct the defense of both the indemnified party and indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless: (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (together with one local counsel), approved by the indemnifying party), representing the indemnified parties who are parties to such action); (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action; or (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party. Any failure or delay by an indemnified party to give the notice referred to in this paragraph shall not affect such indemnified party's right to be indemnified hereunder, except to the extent that such failure or delay causes actual harm to the indemnifying party, or prejudices its ability to defend such action, suit or proceeding on behalf of such indemnified party. The indemnified parties shall fully cooperate with the indemnifying party in the defense of any claim covered by this Agreement and will provide the indemnifying party with such information and copies of such documents relating to the claim as the indemnifying party may reasonably request.

(e) *Settlements.* The indemnifying party under this Section 8 shall not be liable for any settlement of any proceeding effected without its written consent, which consent shall not be unreasonably withheld, but if settled with such consent or if there be a final non-appealable judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(f) *Contribution.* If the indemnification provided for in this Section 8 is unavailable to or insufficient to hold harmless an indemnified party under Section 8(a) or (b) above in respect of any losses, claims, damages or liabilities (or actions or proceedings in respect thereof) then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Placement Agent on the other from the offering of the Securities. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Placement Agent on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions or proceedings in respect thereof), as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, its directors, its officers or its controlling persons on the one hand or the Placement Agent on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and Placement Agent agree that it would not be just and equitable if contributions pursuant to this Section 8(f) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 8(f). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to above in this Section 8(f) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8(f): (i) the Placement Agent shall not be required to contribute any amount in excess of the amount of the placement agent fees actually received by such Placement Agent pursuant to this Agreement; and (ii) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(g) *Timing of Any Payments of Indemnification.* Any losses, claims, damages, liabilities or expenses for which an indemnified party is entitled to indemnification or contribution under this Section 8 shall be paid by the indemnifying party to the indemnified party as such losses, claims, damages, liabilities or expenses are incurred, but in all cases, no later than forty-five (45) days of invoice to the indemnifying party.

(h) *Acknowledgements of Parties.* The parties to this Agreement hereby acknowledge that they are sophisticated business persons who were represented by counsel during the negotiations regarding the provisions hereof including, without limitation, the provisions of this Section 8, and are fully informed regarding said provisions. They further acknowledge that the provisions of this Section 8 fairly allocate the risks in light of the ability of the parties to investigate the Company and its business in order to assure that adequate disclosure is made in the Registration Statement, any Preliminary Prospectus and the Prospectus Supplement as required by the Act and the Exchange Act.

Section 9. Covenants of the Placement Agent

(a) The Placement Agent has not distributed and will not distribute any offering material in connection with the Offering and sale of the Securities other than the Base Prospectus, any Preliminary Prospectus and the Prospectus Supplement or the Registration Statement and copies of the documents incorporated by reference therein and the Subscription Agreement in the form approved by the Company.

(b) The Placement Agent will not use or refer to any materials on the Company's website in connection with the offering and sale of the Securities.

Section 10. Representations and Indemnities to Survive Delivery.

The respective indemnities, agreements, representations, warranties and other statements of the Company or any person controlling the Company, including its officers and directors, and of the Placement Agent set forth in or made pursuant to this Agreement, including, but not limited to the indemnity and contribution agreements contained in Section 8, will remain in full force and effect, regardless of (i) any investigation made by or on behalf of any Placement Agent or any person controlling such Placement Agent, the Company, its directors or officers or any persons controlling the Company; (ii) delivery and acceptance of any Securities and payment therefor hereunder; and (iii) any termination of this Agreement. A successor to any Placement Agent, or to the Company, its directors or officers or any person controlling the Company, shall be entitled to the benefits of the indemnity, contribution and reimbursement agreements contained in Section 8.

Section 11. Notices.

All communications to the parties hereto hereunder shall be in writing and shall be mailed, hand delivered or sent by facsimile, with confirmation of receipt by the intended recipient confirmed as follows:

If to the Placement Agent:

Roth Capital Partners, LLC
24 Corporate Plaza
Newport Beach, California 92660
Facsimile: (949) 720-7215
Attention: Managing Director

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

K&L Gates LLP
10100 Santa Monica Boulevard,
Seventh Floor
Los Angeles, California 90067
Facsimile: (310) 552-5001
Attention: Shoshannah D. Katz, Esq.

If to the Company:

Orckit Communications Ltd.,
126 Yig'al Allon St.
Tel Aviv 67443
Facsimile: +972-3-695-3222
Attention: Izhak Tamir, President

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

Fulbright & Jaworski L.L.P.
666 Fifth Avenue
New York, NY 10103-3198
Facsimile: 212-318-3400
Attention: Neil Gold, Esq.

Any party hereto may change the address for receipt of communications by giving written notice to the others.

Section 12. Successors.

This Agreement will inure to the benefit of and be binding upon the parties hereto, and to the benefit of the employees, officers and directors and controlling persons referred to in Section 8, and to their respective successors, and personal representatives, and no other person will have any right or obligation hereunder. Neither the Company nor the Placement Agent shall be entitled to assign their rights, or delegate their responsibilities, hereunder without the prior written consent of the other party hereto.

Section 13. Partial Unenforceability.

The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

Section 14. Governing Law Provisions.

(a) *Governing Law.* This agreement shall be governed by and construed in accordance with the internal laws of the state of New York applicable to agreements made and to be performed in such state.

(b) *Consent to Jurisdiction.* Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby (“ Related Proceedings ”) may be instituted in the federal courts of the United States of America located in New York County, New York, or the courts of the State of New York in each case located in New York County (collectively, the “ Specified Courts ”), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court (a “ Related Judgment ”), as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

Section 15. General Provisions.

This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts (including via facsimile or by emailed document in PDF format), each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. Section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

[The remainder of this page has been intentionally left blank.]

[Signature Page Follows]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

ORCKIT COMMUNICATIONS LTD.,
an Israeli company

By: /s/ Izhak Tamir
Name: Izhak Tamir
Title: President

The foregoing Placement Agency Agreement is hereby confirmed and accepted by the Placement Agent as of the date first above written.

ROTH CAPITAL PARTNERS, LLC

By: /s/ Aaron M. Gurewitz
Name: Aaron M. Gurewitz
Title: Head of Equity Capital Markets

THE ISSUANCE OF THIS WARRANT AND THE WARRANT SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED BY THE COMPANY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED (REGISTRATION NO. 333-164822).

ORCKIT COMMUNICATIONS LTD.

WARRANT TO PURCHASE ORDINARY SHARES

Warrant No.:

Number of Ordinary Shares:

Date of Issuance: April 1, 2010 ("**Issuance Date**")

Orckit Communications Ltd., an Israeli company (the "**Company**"), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [INVESTOR NAME], the registered holder hereof or its permitted assigns (the "**Holder**"), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, upon surrender of this Warrant to Purchase Ordinary Shares (including any Warrants to Purchase Ordinary Shares issued in exchange, transfer or replacement hereof, the "**Warrant**"), at any time or times on or after the Issuance Date, but not after 5:00 p.m., New York time, on the Expiration Date (as defined below), [____ (____)] (subject to adjustment as provided herein) fully paid, nonassessable Ordinary Shares (as defined below) (the "**Warrant Shares**"). Except as otherwise defined herein, capitalized terms in this Warrant shall have the meanings set forth in Section 16. This Warrant is the Warrant to Purchase Ordinary Shares issued pursuant to (i) Section 1 of that certain Subscription Agreement (the "**Subscription Agreement**"), dated as of March 29, 2010 (the "**Subscription Date**"), by and between the Company and the Holder (the "**Subscription Agreement**") and (ii) the Company's Registration Statement on Form F-3 (File number 333-164822) (as amended and supplemented through March 29, 2010, the "**Registration Statement**").

1. EXERCISE OF WARRANT.

(a) Mechanics of Exercise. Subject to the terms and conditions hereof, this Warrant may be exercised by the Holder on any day on or after the Issuance Date, in whole or in part, by delivery of a written notice, in the form attached hereto as Exhibit A (the "**Exercise Notice**"), of the Holder's election to exercise this Warrant. Within two (2) days following the Exercise Notice, the Holder shall make payment to the Company of an amount equal to the applicable Exercise Price multiplied by the number of Warrant Shares as to which this Warrant is being exercised (the "**Aggregate Exercise Price**") in cash or by wire transfer of immediately available funds, or provided the conditions for cashless exercise set forth in Section 1(f) are satisfied, by notifying the Company that this Warrant is being exercised pursuant to a Cashless Exercise (as defined in Section 1(f)). The Holder shall not be required to deliver the original Warrant in order to effect an exercise hereunder. Execution and delivery of the Exercise Notice with respect to less than all of the Warrant Shares shall have the same effect as cancellation of the original Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Shares. On or before the first (1st) Business Day following the date on which the Company has received the Exercise Notice, the Company shall transmit by facsimile an acknowledgment of confirmation of receipt of the Exercise Notice to the Holder and the Company's transfer agent (the "**Transfer Agent**"). On or before the third (3rd) Business Day following the date on which the Company has received the Exercise Notice or, if later, the date on which the Company shall have received the Aggregate Exercise Price (if such payment is required) (the "**Share Delivery Date**"), the Company shall (X) provided that the Transfer Agent is participating in The Depository Trust Company ("**DTC**") Fast Automated Securities Transfer Program (the "**FAST Program**") and so long as the certificates therefor are not required to bear a legend regarding restriction on transferability, upon the request of the Holder, credit such aggregate number of Ordinary Shares to which the Holder is entitled pursuant to such exercise to the Holder's or its designee's balance account with DTC through its Deposit Withdrawal Agent Commission system, or (Y), if the Transfer Agent is not participating in the FAST Program or if the certificates are required to bear a legend regarding restriction on transferability, issue and dispatch by overnight courier to the address as specified in the Exercise Notice, a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Ordinary Shares to which the Holder is entitled pursuant to such exercise. If such Warrant Shares are not credited to the Holder's DTC account or the certificates evidencing such Warrant Shares have not been issued, as the case may be, on or prior to the third Business Day following the Share Delivery Date, the Holder shall be entitled to all rights of a holder of such number of Warrant Shares that may legally be granted by contract, unless the Company objects to such exercise. If this Warrant is submitted in connection with any exercise pursuant to this Section 1(a) and the number of Warrant Shares represented by this Warrant submitted for exercise is greater than the number of Warrant Shares being acquired upon an exercise, then the Company shall as soon as practicable and in no event later than three (3) Business Days after any exercise and at its own expense, issue a new Warrant (in accordance with Section 7(d)) representing the right to purchase the number of Warrant Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised. No fractional Ordinary Shares are to be issued upon the exercise of this Warrant, but rather the number of Ordinary Shares to be issued shall be

rounded to the nearest whole number. The Company shall pay any and all transfer taxes and transfer agent fees which may be payable with respect to the issuance and delivery of Warrant Shares to the Holder upon exercise of this Warrant.

(b) Exercise Price. For purposes of this Warrant, “**Exercise Price**” means \$5.66 per Warrant Share, subject to adjustment as provided herein.

(c) Required Exercise. If the closing price of the Ordinary Shares for any 20 Trading Day period within a 30 Trading Day period following the one year anniversary of the Issuance Date is equal to or greater than \$11.32 per share (subject to adjustment pursuant to Section 2) then, subject to the conditions set forth in this Section 1(c), the Company may, in its sole discretion, elect to require the exercise of all of the then unexercised portion of this Warrant after written notice thereof (a “**Call Notice**”) is deemed delivered to the Holder in accordance with Section 8 hereof at the address last shown on the records of the Company for the Holder or given by the Holder to the Company for the purpose of notice; *provided, however*, the Company may not provide any Call Notice or require exercise of this Warrant pursuant to this Section 1(c) during any period during which the Ordinary Shares are not listed and trading on the Principal Market or other Eligible Market. Such required exercise must occur on or prior to the fifth (5th) Trading Day after deemed delivery of the Call Notice (such fifth Trading Day, the “**Call Date**”; such exercise date, the “**Call Exercise Date**”). The Company and the Holder agree that, if and to the extent the circumstances at the time of the Call Notice require an exercise of the Warrant to be satisfied via Cashless Exercise consistent with the provisions of Section 1(f), the Call Notice will specify settlement via Cashless Exercise and provide the requisite calculation utilizing the date of the Call Notice as the date of the Exercise Notice in such calculation; unless the Holder notifies the Company of a dispute regarding the calculation in the Call Notice prior to the Call Date, the Warrant will be deemed exercised effective as of the Call Date via Cashless Exercise. The Company and the Holder agree that, if and to the extent Section 1(e) of this Warrant would restrict the ability of the Holder to exercise this Warrant in the event of a delivery of a Call Notice, then notwithstanding anything to the contrary set forth in the Call Notice, the Call Notice shall be deemed automatically amended to apply only to such portion of this Warrant as may be exercised by the Holder by the Call Date in accordance with such Section. The Holder will promptly (and, in any event, prior to the Call Date) notify the Company in writing following receipt of a Call Notice if Section 1(e) would restrict its exercise of the Warrant, specifying therein the number of Warrant Shares so restricted. The Company covenants and agrees that it will honor all Exercise Notices tendered through 5:00 p.m. (New York time) on the Call Date. The Company shall not provide a Call Notice with respect to the required exercise of this Warrant pursuant to this Section 1(c) unless it concurrently provides a Call Notice with respect to and requires the exercise of all other Warrants in the same form then outstanding issued pursuant to the other Subscription Agreements executed by the Company and investors on the Subscription Date (or issued upon adjustment thereof consistent with the terms herein).

(d) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed.

(e) Limitations On Exercise.

(i) The Company shall not effect the exercise of this Warrant, and the Holder shall not have the right to exercise this Warrant, to the extent that after giving effect to such exercise, such Person (together with such Person’s affiliates) would beneficially own in excess of 4.99% (the “**Maximum Percentage**”) of the Ordinary Shares outstanding immediately after giving effect to such exercise, unless such Person (together with such Person’s affiliates) beneficially owns in excess of the Maximum Percentage immediately prior to the Issuance Date. For purposes of the foregoing sentence (except the final clause thereof), the aggregate number of Ordinary Shares beneficially owned by such Person and its affiliates shall include the number of Ordinary Shares issuable upon exercise of this Warrant with respect to which the determination of such sentence is being made, but shall exclude Ordinary Shares which would be issuable upon (i) exercise of the remaining, unexercised portion of this Warrant beneficially owned by such Person and its affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by such Person and its affiliates (including, without limitation, any convertible notes or convertible shares or warrants) that is subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). For purposes of this Warrant, in determining the number of outstanding Ordinary Shares, the Holder may rely on the number of outstanding Ordinary Shares as reflected in the most recent of (1) the Company’s most recent Form 20-F, Form 6-K or other public filing with the Securities and Exchange Commission, as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or the Transfer Agent setting forth the number of Ordinary Shares outstanding. For any reason at any time, upon the written or oral request of the Holder, the Company shall within two (2) Business Days confirm to the Holder the number of Ordinary Shares then outstanding. In any case, the number of outstanding Ordinary Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder and its affiliates since the date as of which such number of outstanding Ordinary Shares was reported. By written notice to the Company, the Holder may from time to time increase or decrease the Maximum Percentage to any other percentage specified in such notice; provided that (i) any such increase will not be effective until the sixty-first (61st) day after such notice is delivered to the Company, and (ii) any such increase or decrease will apply only to the Holder. The provisions of this paragraph shall be construed, corrected and implemented in a manner so as to effectuate the intended beneficial ownership limitation herein contained. The limitations contained in this paragraph shall apply to any successor Holder of this Warrant.

(ii) This Warrant may not be exercised to acquire Warrant Shares to the extent that when added to the Ordinary Shares already beneficially owned by the Holder for purposes of the Bonus Rights Agreement, dated as of November 20, 2001, between the Company and American Stock Transfer & Trust Company (as amended from time to time, the “**Rights Agreement**”

”), such Warrant Shares would cause such Holder to become an “Acquiring Person” as that term is used in the Rights Agreement.

(f) Limited Cashless Exercise. If an Exercise Notice is delivered at a time when the Registration Statement (or any subsequent registration statement applicable to the Warrant Shares) permitting the registered issuance of the Warrant Shares is not then effective or the prospectus forming a part thereof is not then available, then the Holder shall be entitled to utilize cashless exercise, in which event the Company shall issue to the Holder the number of Warrant Shares determined as follows (a "**Cashless Exercise**"):

$$X = Y [(A-B)/A]$$

where:

X = the number of Warrant Shares to be issued to the Holder.

Y = the number of Warrant Shares with respect to which this Warrant is being exercised.

A = the VWAP for the five Trading Days immediately prior to (but not including) the date of delivery of the Exercise Notice.

B = the Exercise Price.

Upon receipt of an Exercise Notice to which this Section 1(e) is applicable, the Company shall notify the Holder within one (1) Trading Day of such applicability and the calculation of the Warrant Shares issuable upon the noticed exercise of the Warrant utilizing cashless exercise, and confirm the Holder's desire to complete the exercise of the Warrant pursuant to this Section 1(e).

For purposes of Rule 144 promulgated under the Securities Act of 1933, as amended, it is intended, understood and acknowledged that the Warrant Shares issued in a cashless exercise transaction shall be deemed to have been acquired by the Holder, and the holding period for the Warrant Shares shall be deemed to have commenced, on the date this Warrant was originally issued.

(g) Company's Failure to Timely Deliver Securities. If the Company shall fail for any reason or for no reason to issue to the Holder within three (3) Business Days after the Share Delivery Date in compliance with the terms of this Section 1, a certificate for the number of Ordinary Shares to which the Holder is entitled and register such Ordinary Shares on the Company's share register or to credit the Holder's balance account with DTC for such number of Ordinary Shares to which the Holder is entitled upon the Holder's exercise of this Warrant, and if on or after such Trading Day the Holder purchases (in an open market transaction or otherwise) Ordinary Shares to deliver in satisfaction of a sale by the Holder of Ordinary Shares issuable upon such exercise that the Holder anticipated receiving from the Company (a "**Buy-In**"), then the Company shall, within three (3) Business Days after the Holder's request and in the Holder's discretion, either (i) pay cash to the Holder in an amount equal to the Holder's total purchase price (including customary brokerage commissions, if any) for the Ordinary Shares so purchased (the "**Buy-In Price**"), at which point the Company's obligation to issue and deliver such Warrant Shares shall terminate, or (ii) promptly honor its obligation to issue and deliver such Warrant Shares and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of Ordinary Shares, times (B) the Closing Sales Price on the Share Delivery Date.

2. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT SHARES. The Exercise Price and the number of Warrant Shares shall be adjusted from time to time as follows:

(a) Adjustment upon Subdivision or Combination of Ordinary Shares. If the Company at any time on or after the Subscription Date subdivides (by any share split, share dividend, recapitalization or otherwise) one or more classes of its outstanding Ordinary Shares into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision will be proportionately reduced and the number of Warrant Shares will be proportionately increased. If the Company at any time on or after the Subscription Date combines (by any reverse share split, recapitalization or otherwise) one or more classes of its outstanding Ordinary Shares into a smaller number of shares, the Exercise Price in effect immediately prior to such combination will be proportionately increased and the number of Warrant Shares will be proportionately decreased. Any adjustment under this Section 2(a) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(b) Other Events. If any event occurs of the type contemplated by the provisions of this Section 2 but not expressly provided for by such provisions (including, without limitation, the granting of share appreciation rights or phantom share rights to all shareholders), then the Company's Board of Directors will make an appropriate adjustment in the Exercise Price and the number of Warrant Shares so as to protect the rights of the Holder; provided that no such adjustment pursuant to this Section 2(b) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 2.

(c) Calculations. All calculations made under this Section 2 shall be made by rounding to the nearest cent or the nearest 1/100th of an Ordinary Share, as applicable.

3. RIGHTS UPON DISTRIBUTION OF ASSETS.

(a) If at any time or from time to time the holders of Ordinary Shares of the Company (or any other securities at the time receivable upon the exercise of this Warrant) shall have received or become entitled to receive, without payment therefor:

(i) Ordinary Shares or other securities which are at any time directly or indirectly convertible into or exchangeable for Ordinary Shares, or any rights or options to subscribe for, purchase or otherwise acquire any of the foregoing by way of dividend or other distribution (other than an issuance due to a subdivision covered in Section 2(a) above);

(ii) any cash paid or payable, including any declared and paid cash dividends; or

(iii) Ordinary Shares or additional shares or other securities or property (including cash) by way of spinoff, split-up, reclassification, combination of shares or similar corporate rearrangement (other than Ordinary Shares pursuant to Section 2(a) above),

then and in each such case, the Holder hereof will, upon the exercise of this Warrant, be entitled to receive, in addition to the number of Ordinary Shares receivable thereupon, and without payment of any additional consideration therefor, the amount of Ordinary Shares and other securities and property (including cash in the cases referred to in clause (iii) above) which such Holder would hold on the date of such exercise had such Holder been the holder of record of such Ordinary Shares as of the date on which holders of Ordinary Shares received or became entitled to receive such shares or other securities and property, *provided, however,* (x) in the event that the holders of Ordinary Shares have received options, warrants or rights that have expired prior to the date of exercise of this Warrant, the Holder shall not be entitled to receive such options, warrants or rights and (y) in the event of a distribution consisting of cash as referred to in clause (ii) above, the Exercise Price in effect immediately prior to such distribution will be proportionately reduced by the amount of the distribution per Ordinary Share such Holder would have been entitled to receive had such Holder been the holder of record of such Ordinary Shares as of the date on which holders of Ordinary Shares received or became entitled to receive such cash distribution.

(b) Upon the occurrence of each adjustment pursuant to this Section 3, the Company at its expense will, at the written request of the Holder, promptly compute such adjustment in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment, including a statement of the adjusted number or type of Warrant Shares or other securities issuable upon exercise of this Warrant (as applicable), describing the transactions giving rise to such adjustments and showing in detail the facts upon which such adjustment is based, including the expiration date of any applicable options, warrants or rights. Upon written request, the Company will promptly deliver a copy of each such certificate to the Holder and to the Transfer Agent. All calculations made under this Section 3 shall be made by rounding to the nearest cent or the nearest 1/100th of any security, as applicable.

4. FUNDAMENTAL TRANSACTIONS. The Company shall not enter into or be party to a Fundamental Transaction unless the Successor Entity assumes this Warrant in accordance with the provisions of this Section 4 and agrees that upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, the number of Ordinary Shares or shares of Common Stock, as applicable, of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the “Alternate Consideration”) receivable as a result of such merger, consolidation or disposition of assets by a holder of the number of Ordinary Shares for which this Warrant is exercisable immediately prior to such event (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant referring to the “Company” shall refer instead to the Successor Entity); *provided, however*, that if the Fundamental Transaction involves the acquisition by the Successor Entity of all of the outstanding Ordinary Shares of the Company for cash, this Warrant shall no longer be exercisable after the consummation of such Fundamental Transaction, it being understood that the Holder shall retain its rights under the sixth sentence of this Section 4 in accordance with the provisions thereof. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Ordinary Share in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Ordinary Shares are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder’s right to exercise such warrant into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 4 and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction. Notwithstanding the foregoing, in the event of a Fundamental Transaction, at the request of the Holder delivered before the 90th day after such Fundamental Transaction, the Company (or the Successor Entity) shall purchase this Warrant from the Holder by paying to the Holder, within five Business Days after such request (or, if later, on the effective date of the Fundamental Transaction), cash in an amount equal to the Black Scholes Value of the remaining unexercised portion of this Warrant on the date of such Fundamental Transaction. For purposes of this Section, **“Black Scholes Value”** means the value of this Warrant based on the Black and Scholes Option Pricing Model obtained from the “OV” function on Bloomberg using (i) a price per Ordinary Share equal to the VWAP of the Ordinary Shares for the Trading Day immediately preceding the date of consummation of the applicable Fundamental Transaction, (ii) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of this Warrant as of the date of consummation of the applicable Fundamental Transaction and (iii) an expected volatility equal to the greater of 100% and the 30-day volatility obtained from the HVT function on Bloomberg determined as of the Trading Day next following the public announcement of the applicable Fundamental Transaction. In addition to and not in substitution for any other rights hereunder, prior to the consummation of any Fundamental Transaction pursuant to which holders of Ordinary Shares are entitled to receive securities or other assets with respect to or in exchange for Ordinary Shares (a **“Corporate Event”**), the Company shall make appropriate provision to ensure that the Holder will have the right to deliver to the Company an Exercise Notice pursuant to which the exercise of this Warrant shall occur immediately prior to and contingent upon the consummation of the Fundamental Transaction, provided that such consummation occurs prior to the Expiration Date. The provisions of this Section 4 shall apply similarly and equally to successive Fundamental Transactions and Corporate Events and shall be applied without regard to any limitations on the exercise of this Warrant. All calculations under this Section 4 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be, subject to Section 7(e). For purposes of this Section 4, the number of Ordinary Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Ordinary Shares (excluding treasury shares, if any) issued and outstanding.

5. NONCIRCUMVENTION. The Company hereby covenants and agrees that the Company will not, by amendment of its Memorandum of Association or Articles of Association or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith comply with all the provisions of this Warrant and take all actions consistent with effectuating the purposes of this Warrant. Without limiting the generality of the foregoing, the Company (i) shall not increase the par value of any Ordinary Shares receivable upon the exercise of this Warrant above the Exercise Price then in effect, (ii) shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Ordinary Shares upon the exercise of this Warrant, and (iii) shall, so long as this Warrant is outstanding, take all action necessary to reserve and keep available out of its authorized and unissued Ordinary Shares, solely for the purpose of effecting the exercise of this Warrant, 100% of the number of Ordinary Shares issuable upon exercise of the Warrants then outstanding (without regard to any limitations on exercise).

6. WARRANT HOLDER NOT DEEMED A SHAREHOLDER. Except as otherwise specifically provided herein, the Holder, solely in such Person's capacity as a holder of this Warrant, shall not be entitled to vote or receive dividends or be deemed the holder of share capital of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, solely in such Person's capacity as the Holder of this Warrant, any of the rights of a shareholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of shares, reclassification of shares, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the Holder of the Warrant Shares which such Person is then entitled to receive upon the due exercise of this Warrant. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a shareholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company. Notwithstanding this Section 6, the Company shall provide the Holder with copies of the same notices and other information given to the shareholders of the Company generally, contemporaneously with the giving thereof to the shareholders, provided that any such notice or information published via international wire or furnished to or filed with the U.S. Securities and Exchange Commission shall satisfy this requirement.

7. REISSUANCE OF WARRANTS; NO FRACTIONAL SHARES.

(a) Transfer of Warrant. If this Warrant is to be transferred, the Holder shall surrender this Warrant to the Company and deliver the completed and executed Assignment Form, in the form attached hereto as Exhibit B, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Warrant (in accordance with Section 7(d)), registered as the Holder may request, representing the right to purchase the number of Warrant Shares being transferred by the Holder and, if less than the total number of Warrant Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 7(d)) to the Holder representing the right to purchase the number of Warrant Shares not being transferred.

(b) Lost, Stolen or Mutilated Warrant. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary form and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Company shall execute and deliver to the Holder a new Warrant (in accordance with Section 7(d)) representing the right to purchase the Warrant Shares then underlying this Warrant.

(c) Exchangeable for Multiple Warrants. This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants (in accordance with Section 7(d)) representing in the aggregate the right to purchase the number of Warrant Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Warrant Shares as is designated by the Holder at the time of such surrender; provided, however, that no Warrants for fractional Ordinary Shares shall be given.

(d) Issuance of New Warrants. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 7(a) or Section 7(c) , the Warrant Shares designated by the Holder which, when added to the number of Ordinary Shares underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights and conditions as this Warrant.

(e) No Fractional Shares. No fractional shares of Warrant Shares will be issued in connection with any exercise of this Warrant. In lieu of any fractional shares which would, otherwise be issuable, the Company shall round up to the nearest whole Ordinary Share.

8. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, if not, then on the next Business Day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) two Business Days after deposit with a nationally recognized overnight courier, with written verification of receipt. All communications shall be sent to the Company at the address listed on the signature page hereto and to Holder at the applicable address set forth on the applicable signature page to the Subscription Agreement or at such other address as the Company or Holder may designate by 10 days advance written notice to the other parties hereto.

9. AMENDMENT AND WAIVER. Except as otherwise provided herein, the provisions of this Warrant may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Holder. No waiver of any provision hereunder shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

10. SEVERABILITY. If any provision of this Warrant is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Warrant so long as this Warrant as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

11. **GOVERNING LAW.** This Warrant shall be governed by and construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Warrant shall be governed by, the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

12. **CONSTRUCTION; HEADINGS.** This Warrant shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any person as the drafter hereof. The headings of this Warrant are for convenience of reference and shall not form part of, or affect the interpretation of, this Warrant.

13. **DISPUTE RESOLUTION.** In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall submit the disputed determinations or arithmetic calculations via facsimile within two (2) Business Days of receipt of the Exercise Notice giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price or the Warrant Shares within three (3) Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, within four (4) Business Days thereafter submit via facsimile the disputed determination of the Exercise Price or Warrant Shares to an independent, reputable investment bank mutually agreeable to the Company and the Holder. The Company shall cause the investment bank to perform the determinations or calculations and notify the Company and the Holder of the results no later than ten (10) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error. The expenses of the investment bank and any other reasonable expenses incurred in good faith in connection with any such dispute will be borne by the Company unless the investment bank or accountant determines that the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares by the Holder was incorrect, in which case the expenses of the investment bank and any other reasonable expenses incurred in connection with any such dispute will be borne by the Holder.

14. **REMEDIES, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF.** The remedies provided in this Warrant shall be cumulative and in addition to all other remedies available under this Warrant, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the right of the Holder to pursue actual damages for any failure by the Company to comply with the terms of this Warrant.

15. **TRANSFER.** This Warrant may be offered for sale, sold, transferred, hypothecated or assigned without the consent of the Company; *provided, however,* it must be offered, sold, transferred or assigned with a Contingent Warrant (as defined in the Subscription Agreement) exercisable for an equivalent number of Ordinary Shares. This Warrant and the Warrant Shares have been registered by the Company with the U.S. Securities and Exchange Commission pursuant to the Registration Statement.

16. **CERTAIN DEFINITIONS.** For purposes of this Warrant, the following terms shall have the following meanings:

(a) **"Business Day"** means any day other than Friday, Saturday, Sunday or other day on which commercial banks in The City of New York or Israel are authorized or required by law to remain closed.

(b) **"Closing Sale Price"** means, for any security as of any date, the last closing trade price for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing trade price, then the last trade price of such security prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security in the United States, the last trade price of such security on the principal securities exchange or trading market in the United States where such security is listed or traded as reported by Bloomberg, or if the foregoing does not apply, the last trade price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no last trade price is reported for such security by Bloomberg, the average of the ask prices of any market makers for such security as reported in the "pink sheets" by Pink Sheets LLC (formerly the National Quotation Bureau, Inc.). If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 13. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(c) **“Convertible Securities”** means any shares or securities (other than Options) directly or indirectly convertible into or exercisable or exchangeable for Ordinary Shares.

(d) **“Eligible Market”** means the Tel Aviv Stock Exchange, The New York Stock Exchange, Inc., The NYSE Amex Equities or The NASDAQ Stock Market.

(e) **“Expiration Date”** means the date five (5) years following the Issuance Date or, if such date falls on a day on which trading does not take place on the Principal Market (a **“Holiday”**), the next date that is not a Holiday.

(f) **“Fundamental Transaction”** means that the Company shall, directly or indirectly, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Person, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company to another Person, or (iii) allow another Person to make a purchase, tender or exchange offer that is accepted by the holders of more than the 50% of the outstanding Ordinary Shares (not including any Ordinary Shares held by the Person or Persons making or party to, or associated or affiliated with the Persons making or party to, such purchase, tender or exchange offer), or (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than the 50% of the outstanding Ordinary Shares (not including any Ordinary Shares held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock purchase agreement or other business combination), (v) reorganize, recapitalize or reclassify its Ordinary Shares (other than a share split or reverse share split), or (vi) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding Ordinary Shares.

(g) **“Options”** means any rights, warrants or options to subscribe for or purchase Ordinary Shares or Convertible Securities.

(h) **“Ordinary Shares”** means (i) the Company’s Ordinary Shares, no par value, and (ii) any share capital into which such Ordinary Shares shall have been changed or any share capital resulting from a reclassification of such Ordinary Shares.

(i) **“Person”** means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and a government or any department or agency thereof.

(j) **“Principal Market”** means The NASDAQ Global Market.

(k) **“Successor Entity”** means the Person (or, if such Person’s common stock or equivalent equity security is not quoted or listed on an Eligible Market, the Parent Entity) formed by, resulting from or surviving any Fundamental Transaction or the Person (or, if such Person’s common stock or equivalent equity security is not quoted or listed on an Eligible Market, the Parent Entity) with which such Fundamental Transaction shall have been entered into

(l) **“Trading Day”** means any day on which the Ordinary Shares are traded on the Principal Market, or, if the Principal Market is not the principal trading market in the United States for the Ordinary Shares, then on the principal securities exchange or securities market in the United States on which the Ordinary Shares are then traded; provided that “Trading Day” shall not include any day on which the Ordinary Shares are scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Ordinary Shares are suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time).

(m) “**VWAP**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Ordinary Shares are then listed or quoted on the Principal Market or an Eligible Market (excluding the Tel-Aviv Stock Exchange), the daily volume weighted average price of the Ordinary Shares for such date (or the nearest preceding date) on the trading market on which the Ordinary Shares are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if then quoted on the OTC Bulletin Board, the volume weighted average price of the Ordinary Shares for such date (or the nearest preceding date) on the OTC Bulletin Board, (c) if the Ordinary Shares are not then listed or quoted for trading on the OTC Bulletin Board and if prices for the Ordinary Shares are then reported in the “Pink Sheets” published by Pink Sheets, LLC (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per Ordinary Share so reported, or (d) in all other cases, the fair market value of one Ordinary Share as determined by an independent appraiser reasonably acceptable to the Company and selected in good faith by the Investors identified on those Subscription Agreements executed on the Subscription Date holding a majority in interest of the Shares issued pursuant to the Subscription Agreements which are then outstanding, the fees and expenses of which shall be paid by the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to Purchase Ordinary Shares to be duly executed as of the Issuance Date set out above.

**ORCKIT COMMUNICATIONS
LTD.**

By: _____
Name:
Title:

EXERCISE NOTICE

TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THIS
WARRANT TO PURCHASE ORDINARY SHARES

ORCKIT COMMUNICATIONS LTD.

The undersigned holder hereby exercises the right to purchase _____ of the Ordinary Shares (“**Warrant Shares**”) of Orckit Communications Ltd., an Israeli company (the “**Company**”), evidenced by the attached Warrant to Purchase Ordinary Shares (the “**Warrant**”). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Payment of Exercise Price. The holder shall pay the Aggregate Exercise Price in the sum of \$_____ to the Company in accordance with the terms of the Warrant.

2. Delivery of Warrant Shares. The Company shall deliver to the holder _____ Warrant Shares in accordance with the terms of the Warrant and, after delivery of such Warrant Shares, _____ Warrant Shares remain subject to the Warrant.

3. Representations and Warranties. By its delivery of this Exercise Notice, the undersigned represents and warrants to the Company that in giving effect to the exercise evidenced hereby the holder will not beneficially own in excess of the number of Ordinary Shares (determined in accordance with Section 13(d) of the Securities Exchange Act of 1934) permitted to be beneficially owned under Section 1(e) of the Warrant.

Date: _____, _____

Nominee of Registered Holder to be credited with the foregoing Warrant Shares:

Nominee Name:

DTC number: _____

Name of Registered holder:

By: _____

Name:

Title:

ACKNOWLEDGMENT

The Company hereby acknowledges this Exercise Notice and undertakes to direct American Stock Transfer & Trust Company to issue the above indicated number of Ordinary Shares in accordance with the Exercise Notice [upon receipt of the Aggregate Exercise Price. Please wire the immediately available funds in the amount of \$_____ to the following account: _____] *[to be completed unless Cashless Exercise applies]* .

ORCKIT COMMUNICATIONS LTD.

By:

Name:

Title:

ASSIGNMENT FORM

ORCKIT COMMUNICATIONS LTD.

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name:

(Please Print)

Address and fax number:

(Please Print)

Dated:

_____, ____

Holder's Signature:

Holder's Address:

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatever. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

THE ISSUANCE OF THIS WARRANT AND THE WARRANT SHARES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE BEEN REGISTERED BY THE COMPANY WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO A REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED (REGISTRATION NO. 333-164822).

ORCKIT COMMUNICATIONS LTD.

CONTINGENT WARRANT TO PURCHASE ORDINARY SHARES

Warrant No.:

Number of Ordinary Shares:

Date of Issuance: April 1, 2010 ("**Issuance Date**")

Orckit Communications Ltd., an Israeli company (the "**Company**"), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [INVESTOR NAME], the registered holder hereof or its permitted assigns (the "**Holder**"), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, upon surrender of this Contingent Warrant to Purchase Ordinary Shares (including any Warrants to Purchase Ordinary Shares issued in exchange, transfer or replacement hereof, the "**Warrant**"), at any time or times on or after the Exercisability Date (as defined herein and subject to certain limitations herein), but not after 5:00 p.m., New York time, on the Expiration Date (as defined below), [____ (____)] (subject to adjustment as provided herein) fully paid, nonassessable Ordinary Shares (as defined below) (the "**Warrant Shares**"). Except as otherwise defined herein, capitalized terms in this Warrant shall have the meanings set forth in Section 16. This Warrant is the Contingent Warrant to Purchase Ordinary Shares issued pursuant to (i) Section 1 of that certain Subscription Agreement (the "**Subscription Agreement**"), dated as of March 29, 2010 (the "**Subscription Date**"), by and between the Company and the Holder (the "**Subscription Agreement**") and (ii) the Company's Registration Statement on Form F-3 (File number 333-164822) (as amended and supplemented through March 29, 2010, the "**Registration Statement**").

1. EXERCISE OF WARRANT.

(a) Mechanics of Exercise. Subject to the terms and conditions hereof, this Warrant may be exercised by the Holder on any day on or after the Exercisability Date, in whole or in part, subject to the limitations set forth in Section 1(c), by delivery of a written notice, in the form attached hereto as Exhibit A (the "**Exercise Notice**"), of the Holder's election to exercise this Warrant. Within two (2) days following the Exercise Notice, the Holder shall make payment to the Company of an amount equal to the applicable Exercise Price multiplied by the number of Warrant Shares as to which this Warrant is being exercised (the "**Aggregate Exercise Price**") in cash or by wire transfer of immediately available funds, or provided the conditions for cashless exercise set forth in Section 1(f) are satisfied, by notifying the Company that this Warrant is being exercised pursuant to a Cashless Exercise (as defined in Section 1(f)). The Holder shall not be required to deliver the original Warrant in order to effect an exercise hereunder. Execution and delivery of the Exercise Notice with respect to less than all of the Warrant Shares shall have the same effect as cancellation of the original Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Shares. On or before the first (1st) Business Day following the date on which the Company has received the Exercise Notice, the Company shall transmit by facsimile an acknowledgment of confirmation of receipt of the Exercise Notice to the Holder and the Company's transfer agent (the "**Transfer Agent**"). On or before the third (3rd) Business Day following the date on which the Company has received the Exercise Notice or, if later, the date on which the Company shall have received the Aggregate Exercise Price (if such payment is required) (the "**Share Delivery Date**"), the Company shall (X) provided that the Transfer Agent is participating in The Depository Trust Company ("**DTC**") Fast Automated Securities Transfer Program (the "**FAST Program**") and so long as the certificates therefor are not required to bear a legend regarding restriction on transferability, upon the request of the Holder, credit such aggregate number of Ordinary Shares to which the Holder is entitled pursuant to such exercise to the Holder's or its designee's balance account with DTC through its Deposit Withdrawal Agent Commission system, or (Y), if the Transfer Agent is not participating in the FAST Program or if the certificates are required to bear a legend regarding restriction on transferability, issue and dispatch by overnight courier to the address as specified in the Exercise Notice, a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Ordinary Shares to which the Holder is entitled pursuant to such exercise. If such Warrant Shares are not credited to the Holder's DTC account or the certificates evidencing such Warrant Shares have not been issued, as the case may be, on or prior to the third Business Day following the Share Delivery Date, the Holder shall be entitled to all rights of a holder of such number of Warrant Shares that may legally be granted by contract, unless the Company objects to such exercise. If this Warrant is submitted in connection with any exercise pursuant to this Section 1(a) and the number of Warrant Shares represented by this Warrant submitted for exercise is greater than the number of Warrant Shares being acquired upon an exercise, then the Company shall as soon as practicable and in no event later than three (3) Business Days after any exercise and at its own expense, issue a new Warrant (in accordance with Section 7(d)) representing the right to purchase the number of Warrant Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised. No fractional Ordinary Shares are to be issued upon the exercise of this Warrant, but rather the number of

Ordinary Shares to be issued shall be rounded to the nearest whole number. The Company shall pay any and all transfer taxes and transfer agent fees which may be payable with respect to the issuance and delivery of Warrant Shares to the Holder upon exercise of this Warrant.

(b) Exercise Price. For purposes of this Warrant, “**Exercise Price**” means \$11.32 per Warrant Share, subject to adjustment as provided herein.

(c) Exercisability Date. For purposes of this Warrant, “**Exercisability Date**” means the first (1st) Business Day after the Call Exercise Date, as defined in Section 1(c) of the Warrants to Purchase Ordinary Shares issued on the Subscription Date pursuant to Section 1(a) of the Subscription Agreement (each a “**Primary Warrant**”); *provided, however*, this Warrant shall only be exercisable for a number of Warrant Shares equal to the number of Ordinary Shares issued to the Holder upon required exercise of one or more Primary Warrants pursuant to a Call Notice (as defined in the Primary Warrant) on or prior to the Call Date (as defined in the Primary Warrant) (subject to the limitations in Section 1(e) of the Primary Warrants as addressed in Section 1(c) of the Primary Warrants).

(d) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed.

(e) Limitations On Exercise.

(i) The Company shall not effect the exercise of this Warrant, and the Holder shall not have the right to exercise this Warrant, to the extent that after giving effect to such exercise, such Person (together with such Person’s affiliates) would beneficially own in excess of 4.99% (the “Maximum Percentage”) of the Ordinary Shares outstanding immediately after giving effect to such exercise, unless such Person (together with such Person’s affiliates) beneficially owns in excess of the Maximum Percentage immediately prior to the Issuance Date. For purposes of the foregoing sentence (except the final clause thereof), the aggregate number of Ordinary Shares beneficially owned by such Person and its affiliates shall include the number of Ordinary Shares issuable upon exercise of this Warrant with respect to which the determination of such sentence is being made, but shall exclude Ordinary Shares which would be issuable upon (i) exercise of the remaining, unexercised portion of this Warrant beneficially owned by such Person and its affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by such Person and its affiliates (including, without limitation, any convertible notes or convertible shares or warrants) that is subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this paragraph, beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). For purposes of this Warrant, in determining the number of outstanding Ordinary Shares, the Holder may rely on the number of outstanding Ordinary Shares as reflected in the most recent of (1) the Company’s most recent Form 20-F, Form 6-K or other public filing with the Securities and Exchange Commission, as the case may be, (2) a more recent public announcement by the Company or (3) any other notice by the Company or the Transfer Agent setting forth the number of Ordinary Shares outstanding. For any reason at any time, upon the written or oral request of the Holder, the Company shall within two (2) Business Days confirm to the Holder the number of Ordinary Shares then outstanding. In any case, the number of outstanding Ordinary Shares shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder and its affiliates since the date as of which such number of outstanding Ordinary Shares was reported. By written notice to the Company, the Holder may from time to time increase or decrease the Maximum Percentage to any other percentage specified in such notice; provided that (i) any such increase will not be effective until the sixty-first (61st) day after such notice is delivered to the Company, and (ii) any such increase or decrease will apply only to the Holder. The provisions of this paragraph shall be construed, corrected and implemented in a manner so as to effectuate the intended beneficial ownership limitation herein contained. The limitations contained in this paragraph shall apply to any successor Holder of this Warrant.

(ii) This Warrant may not be exercised to acquire Warrant Shares to the extent that when added to the Ordinary Shares already beneficially owned by the Holder for purposes of the Bonus Rights Agreement, dated as of November 20, 2001, between the Company and American Stock Transfer & Trust Company (as amended from time to time, the “**Rights Agreement**”), such Warrant Shares would cause such Holder to become an “Acquiring Person” as that term is used in the Rights Agreement.

(f) Limited Cashless Exercise. If an Exercise Notice is delivered at a time when the Registration Statement (or any subsequent registration statement applicable to the Warrant Shares) permitting the registered issuance of the Warrant Shares is not then effective or the prospectus forming a part thereof is not then available, then the Holder shall be entitled to utilize cashless exercise, in which event the Company shall issue to the Holder the number of Warrant Shares determined as follows (**a "Cashless Exercise"**) :

$$X = Y [(A-B)/A]$$

where:

X = the number of Warrant Shares to be issued to the Holder.

Y = the number of Warrant Shares with respect to which this Warrant is being exercised.

A = the VWAP for the five Trading Days immediately prior to (but not including) the date of delivery of the Exercise Notice.

B = the Exercise Price.

Upon receipt of an Exercise Notice to which this Section 1(e) is applicable, the Company shall notify the Holder within one (1) Trading Day of such applicability and the calculation of the Warrant Shares issuable upon the noticed exercise of the Warrant utilizing cashless exercise, and confirm the Holder's desire to complete the exercise of the Warrant pursuant to this Section 1(e).

For purposes of Rule 144 promulgated under the Securities Act of 1933, as amended, it is intended, understood and acknowledged that the Warrant Shares issued in a cashless exercise transaction shall be deemed to have been acquired by the Holder, and the holding period for the Warrant Shares shall be deemed to have commenced, on the date this Warrant was originally issued.

(g) Company's Failure to Timely Deliver Securities. If the Company shall fail for any reason or for no reason to issue to the Holder within three (3) Business Days after the Share Delivery Date in compliance with the terms of this Section 1, a certificate for the number of Ordinary Shares to which the Holder is entitled and register such Ordinary Shares on the Company's share register or to credit the Holder's balance account with DTC for such number of Ordinary Shares to which the Holder is entitled upon the Holder's exercise of this Warrant, and if on or after such Trading Day the Holder purchases (in an open market transaction or otherwise) Ordinary Shares to deliver in satisfaction of a sale by the Holder of Ordinary Shares issuable upon such exercise that the Holder anticipated receiving from the Company (a "**Buy-In**"), then the Company shall, within three (3) Business Days after the Holder's request and in the Holder's discretion, either (i) pay cash to the Holder in an amount equal to the Holder's total purchase price (including customary brokerage commissions, if any) for the Ordinary Shares so purchased (the "**Buy-In Price**"), at which point the Company's obligation to issue and deliver such Warrant Shares shall terminate, or (ii) promptly honor its obligation to issue and deliver such Warrant Shares and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of Ordinary Shares, times (B) the Closing Sales Price on the Share Delivery Date.

2. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT SHARES. The Exercise Price and the number of Warrant Shares shall be adjusted from time to time as follows:

(a) Adjustment upon Subdivision or Combination of Ordinary Shares. If the Company at any time on or after the Subscription Date subdivides (by any share split, share dividend, recapitalization or otherwise) one or more classes of its outstanding Ordinary Shares into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision will be proportionately reduced and the number of Warrant Shares will be proportionately increased. If the Company at any time on or after the Subscription Date combines (by any reverse share split, recapitalization or otherwise) one or more classes of its outstanding Ordinary Shares into a smaller number of shares, the Exercise Price in effect immediately prior to such combination will be proportionately increased and the number of Warrant Shares will be proportionately decreased. Any adjustment under this Section 2(a) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(b) Other Events. If any event occurs of the type contemplated by the provisions of this Section 2 but not expressly provided for by such provisions (including, without limitation, the granting of share appreciation rights or phantom share rights to all shareholders), then the Company's Board of Directors will make an appropriate adjustment in the Exercise Price and the number of Warrant Shares so as to protect the rights of the Holder; provided that no such adjustment pursuant to this Section 2(b) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 2 .

(c) Calculations. All calculations made under this Section 2 shall be made by rounding to the nearest cent or the nearest 1/100th of an Ordinary Share, as applicable.

3. RIGHTS UPON DISTRIBUTION OF ASSETS.

(a) If at any time or from time to time the holders of Ordinary Shares of the Company (or any other securities at the time receivable upon the exercise of this Warrant) shall have received or become entitled to receive, without payment therefor:

(i) Ordinary Shares or other securities which are at any time directly or indirectly convertible into or exchangeable for Ordinary Shares, or any rights or options to subscribe for, purchase or otherwise acquire any of the foregoing by way of dividend or other distribution (other than an issuance due to a subdivision covered in Section 2(a) above);

(ii) any cash paid or payable, including any declared and paid cash dividends; or

(iii) Ordinary Shares or additional shares or other securities or property (including cash) by way of spinoff, split-up, reclassification, combination of shares or similar corporate rearrangement (other than Ordinary Shares pursuant to Section 2(a) above),

then and in each such case, the Holder hereof will, upon the exercise of this Warrant, be entitled to receive, in addition to the number of Ordinary Shares receivable thereupon, and without payment of any additional consideration therefor, the amount of Ordinary Shares and other securities and property (including cash in the cases referred to in clause (iii) above) which such Holder would hold on the date of such exercise had such Holder been the holder of record of such Ordinary Shares as of the date on which holders of Ordinary Shares received or became entitled to receive such shares or other securities and property; *provided, however* , (x) in the event that the holders of Ordinary Shares have received options, warrants or rights that have expired prior to the date of exercise of this Warrant, the Holder shall not be entitled to receive such options, warrants or rights and (y) in the event of a distribution consisting of cash as referred to in clause (ii) above, the Exercise Price in effect immediately prior to such distribution will be proportionately reduced by the amount of the distribution per Ordinary Share such Holder would have been entitled to receive had such Holder been the holder of record of such Ordinary Shares as of the date on which holders of Ordinary Shares received or became entitled to receive such cash distribution.

(b) Upon the occurrence of each adjustment pursuant to this Section 3, the Company at its expense will, at the written request of the Holder, promptly compute such adjustment in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment, including a statement of the adjusted number or type of Warrant Shares or other securities issuable upon exercise of this Warrant (as applicable), describing the transactions giving rise to such adjustments and showing in detail the facts upon which such adjustment is based, including the expiration date of any applicable options, warrants or rights. Upon written request, the Company will promptly deliver a copy of each such certificate to the Holder and to the Transfer Agent. All calculations made under this Section 3 shall be made by rounding to the nearest cent or the nearest 1/100th of any security, as applicable.

4. FUNDAMENTAL TRANSACTIONS. The Company shall not enter into or be party to a Fundamental Transaction unless the Successor Entity assumes this Warrant in accordance with the provisions of this Section 4 and agrees that upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, the number of Ordinary Shares or shares of Common Stock, as applicable, of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the “Alternate Consideration”) receivable as a result of such merger, consolidation or disposition of assets by a holder of the number of Ordinary Shares for which this Warrant is exercisable immediately prior to such event (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant referring to the “Company” shall refer instead to the Successor Entity); *provided, however*, that if the Fundamental Transaction involves the acquisition by the Successor Entity of all of the outstanding Ordinary Shares of the Company for cash, this Warrant shall no longer be exercisable after the consummation of such Fundamental Transaction, it being understood that the Holder shall retain its rights under the sixth sentence of this Section 4 in accordance with the provisions thereof. For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one Ordinary Share in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Ordinary Shares are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Company or surviving entity in such Fundamental Transaction shall issue to the Holder a new warrant consistent with the foregoing provisions and evidencing the Holder’s right to exercise such warrant into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 4 and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction. Notwithstanding the foregoing, in the event of a Fundamental Transaction, at the request of the Holder delivered before the 90th day after such Fundamental Transaction, the Company (or the Successor Entity) shall purchase this Warrant from the Holder by paying to the Holder, within five Business Days after such request (or, if later, on the effective date of the Fundamental Transaction), cash in an amount equal to the Black Scholes Value of the remaining unexercised portion of this Warrant on the date of such Fundamental Transaction, *provided, however*, such cash payment shall not be available to the Holder if this Warrant is not yet exercisable at the time of consummation of such Fundamental Transaction. For purposes of this Section, “**Black Scholes Value**” means the value of this Warrant based on the Black and Scholes Option Pricing Model obtained from the “OV” function on Bloomberg using (i) a price per Ordinary Share equal to the VWAP of the Ordinary Shares for the Trading Day immediately preceding the date of consummation of the applicable Fundamental Transaction, (ii) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of this Warrant as of the date of consummation of the applicable Fundamental Transaction and (iii) an expected volatility equal to the greater of 100% and the 30-day volatility obtained from the HVT function on Bloomberg determined as of the Trading Day next following the public announcement of the applicable Fundamental Transaction. In addition to and not in substitution for any other rights hereunder, prior to the consummation of any Fundamental Transaction pursuant to which holders of Ordinary Shares are entitled to receive securities or other assets with respect to or in exchange for Ordinary Shares (a “**Corporate Event**”), the Company shall make appropriate provision to ensure that the Holder will have the right to deliver to the Company an Exercise Notice pursuant to which the exercise of this Warrant shall occur immediately prior to and contingent upon the consummation of the Fundamental Transaction, provided that such consummation occurs prior to the Expiration Date. The provisions of this Section 4 shall apply similarly and equally to successive Fundamental Transactions and Corporate Events and shall be applied without regard to any limitations on the exercise of this Warrant. All calculations under this Section 4 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be, subject to Section 7(e). For purposes of this Section 4, the number of Ordinary Shares deemed to be issued and outstanding as of a given date shall be the sum of the number of Ordinary Shares (excluding treasury shares, if any) issued and outstanding.

5. **NONCIRCUMVENTION.** The Company hereby covenants and agrees that the Company will not, by amendment of its Memorandum of Association or Articles of Association or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith comply with all the provisions of this Warrant and take all actions consistent with effectuating the purposes of this Warrant. Without limiting the generality of the foregoing, the Company (i) shall not increase the par value of any Ordinary Shares receivable upon the exercise of this Warrant above the Exercise Price then in effect, (ii) shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Ordinary Shares upon the exercise of this Warrant, and (iii) shall, so long as this Warrant is outstanding, take all action necessary to reserve and keep available out of its authorized and unissued Ordinary Shares, solely for the purpose of effecting the exercise of this Warrant, 100% of the number of Ordinary Shares issuable upon exercise of the Warrants then outstanding (without regard to any limitations on exercise); *provided, however*, that if the Company shall notify the Holders or make a public announcement that it has waived its right under Section 1(c) of the Primary Warrants to require the exercise of the Warrant, the Company shall not be required to reserve and keep available out of its authorized and unissued Ordinary Shares the number of Ordinary Shares issuable upon exercise of this Warrant.

6. **WARRANT HOLDER NOT DEEMED A SHAREHOLDER.** Except as otherwise specifically provided herein, the Holder, solely in such Person's capacity as a holder of this Warrant, shall not be entitled to vote or receive dividends or be deemed the holder of share capital of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, solely in such Person's capacity as the Holder of this Warrant, any of the rights of a shareholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of shares, reclassification of shares, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the Holder of the Warrant Shares which such Person is then entitled to receive upon the due exercise of this Warrant. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a shareholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company. Notwithstanding this Section 6, the Company shall provide the Holder with copies of the same notices and other information given to the shareholders of the Company generally, contemporaneously with the giving thereof to the shareholders, provided that any such notice or information published via international wire or furnished to or filed with the U.S. Securities and Exchange Commission shall satisfy this requirement.

7. **REISSUANCE OF WARRANTS; NO FRACTIONAL SHARES.**

(a) **Transfer of Warrant.** If this Warrant is to be transferred, the Holder shall surrender this Warrant to the Company and deliver the completed and executed Assignment Form, in the form attached hereto as Exhibit B, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Warrant (in accordance with Section 7(d)), registered as the Holder may request, representing the right to purchase the number of Warrant Shares being transferred by the Holder and, if less than the total number of Warrant Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 7(d)) to the Holder representing the right to purchase the number of Warrant Shares not being transferred.

(b) **Lost, Stolen or Mutilated Warrant.** Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary form and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Company shall execute and deliver to the Holder a new Warrant (in accordance with Section 7(d)) representing the right to purchase the Warrant Shares then underlying this Warrant.

(c) **Exchangeable for Multiple Warrants.** This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants (in accordance with Section 7(d)) representing in the aggregate the right to purchase the number of Warrant Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Warrant Shares as is designated by the Holder at the time of such surrender; provided, however, that no Warrants for fractional Ordinary Shares shall be given.

(d) Issuance of New Warrants. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 7(a) or Section 7(c), the Warrant Shares designated by the Holder which, when added to the number of Ordinary Shares underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights and conditions as this Warrant.

(e) No Fractional Shares. No fractional shares of Warrant Shares will be issued in connection with any exercise of this Warrant. In lieu of any fractional shares which would, otherwise be issuable, the Company shall round up to the nearest whole Ordinary Share.

8. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, if not, then on the next Business Day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) two Business Days after deposit with a nationally recognized overnight courier, with written verification of receipt. All communications shall be sent to the Company at the address listed on the signature page hereto and to Holder at the applicable address set forth on the applicable signature page to the Subscription Agreement or at such other address as the Company or Holder may designate by 10 days advance written notice to the other parties hereto.

9. AMENDMENT AND WAIVER. Except as otherwise provided herein, the provisions of this Warrant may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Holder. No waiver of any provision hereunder shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

10. SEVERABILITY. If any provision of this Warrant is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Warrant so long as this Warrant as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

11. GOVERNING LAW. This Warrant shall be governed by and construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Warrant shall be governed by, the internal laws of the State of New York without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

12. CONSTRUCTION; HEADINGS. This Warrant shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any person as the drafter hereof. The headings of this Warrant are for convenience of reference and shall not form part of, or affect the interpretation of, this Warrant.

13. DISPUTE RESOLUTION. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall submit the disputed determinations or arithmetic calculations via facsimile within two (2) Business Days of receipt of the Exercise Notice giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price or the Warrant Shares within three (3) Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, within four (4) Business Days thereafter submit via facsimile the disputed determination of the Exercise Price or Warrant Shares to an independent, reputable investment bank mutually agreeable to the Company and the Holder. The Company shall cause the investment bank to perform the determinations or calculations and notify the Company and the Holder of the results no later than ten (10) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error. The expenses of the investment bank or accountant and any other reasonable expenses incurred in good faith in connection with any such dispute will be borne by the Company unless the investment bank determines that the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares by the Holder was incorrect, in which case the expenses of the investment bank and any other reasonable expenses incurred in connection with any such dispute will be borne by the Holder.

14. REMEDIES, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF. The remedies provided in this Warrant shall be cumulative and in addition to all other remedies available under this Warrant, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the right of the Holder to pursue actual damages for any failure by the Company to comply with the terms of this Warrant.

15. TRANSFER. This Warrant may be offered for sale, sold, transferred, hypothecated or assigned without the consent of the Company; *provided, however*, it must be offered, sold, transferred or assigned with a Primary Warrant exercisable for an equivalent number of Ordinary Shares. This Warrant and the Warrant Shares have been registered by the Company with the U.S. Securities and Exchange Commission pursuant to the Registration Statement.

16. CERTAIN DEFINITIONS. For purposes of this Warrant, the following terms shall have the following meanings:

(a) **"Business Day"** means any day other than Friday, Saturday, Sunday or other day on which commercial banks in The City of New York or Israel are authorized or required by law to remain closed.

(b) **"Closing Sale Price"** means, for any security as of any date, the last closing trade price for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing trade price, then the last trade price of such security prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security in the United States, the last trade price of such security on the principal securities exchange or trading market in the United States where such security is listed or traded as reported by Bloomberg, or if the foregoing does not apply, the last trade price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no last trade price is reported for such security by Bloomberg, the average of the ask prices of any market makers for such security as reported in the "pink sheets" by Pink Sheets LLC (formerly the National Quotation Bureau, Inc.). If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 13. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(c) **“Convertible Securities”** means any shares or securities (other than Options) directly or indirectly convertible into or exercisable or exchangeable for Ordinary Shares.

(d) **“Eligible Market”** means the Tel Aviv Stock Exchange, The New York Stock Exchange, Inc., The NYSE Amex Equities or The NASDAQ Stock Market.

(e) **“Expiration Date”** means the date five (5) years following the Issuance Date or, if such date falls on a day on which trading does not take place on the Principal Market (a **“Holiday”**), the next date that is not a Holiday.

(f) **“Fundamental Transaction”** means that the Company shall, directly or indirectly, in one or more related transactions, (i) consolidate or merge with or into (whether or not the Company is the surviving corporation) another Person, or (ii) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company to another Person, or (iii) allow another Person to make a purchase, tender or exchange offer that is accepted by the holders of more than the 50% of the outstanding Ordinary shares (not including any Ordinary Shares held by the Person or Persons making or party to, or associated or affiliated with the Persons making or party to, such purchase, tender or exchange offer), or (iv) consummate a stock purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than the 50% of the outstanding Ordinary Shares (not including any Ordinary Shares held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock purchase agreement or other business combination), (v) reorganize, recapitalize or reclassify its Ordinary Shares (other than a share split or reverse share split), or (vi) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding Ordinary Shares.

(g) **“Options”** means any rights, warrants or options to subscribe for or purchase Ordinary Shares or Convertible Securities.

(h) **“Ordinary Shares”** means (i) the Company’s Ordinary Shares, no par value, and (ii) any share capital into which such Ordinary Shares shall have been changed or any share capital resulting from a reclassification of such Ordinary Shares.

(i) **“Parent Entity”** of a Person means an entity that, directly or indirectly, controls the applicable Person and whose common stock or equivalent equity security is quoted or listed on an Eligible Market, or, if there is more than one such Person or Parent Entity, the Person or Parent Entity with the largest public market capitalization as of the date of consummation of the Fundamental Transaction.

(j) **“Person”** means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and a government or any department or agency thereof.

(k) **“Principal Market”** means The NASDAQ Global Market.

(l) **“Successor Entity”** means the Person (or, if such Person’s common stock or equivalent equity security is not quoted or listed on an Eligible Market, the Parent Entity) formed by, resulting from or surviving any Fundamental Transaction or the Person (or, if such Person’s common stock or equivalent equity security is not quoted or listed on an Eligible Market, the Parent Entity) with which such Fundamental Transaction shall have been entered into.

(m) **“Trading Day”** means any day on which the Ordinary Shares are traded on the Principal Market, or, if the Principal Market is not the principal trading market in the United States for the Ordinary Shares, then on the principal securities exchange or securities market in the United States on which the Ordinary Shares are then traded; provided that “Trading Day” shall not include any day on which the Ordinary Shares are scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Ordinary Shares are suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time).

(n) “**VWAP**” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Ordinary Shares are then listed or quoted on the Principal Market or an Eligible Market (excluding the Tel-Aviv Stock Exchange), the daily volume weighted average price of the Ordinary Shares for such date (or the nearest preceding date) on the trading market on which the Ordinary Shares are then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if then quoted on the OTC Bulletin Board, the volume weighted average price of the Ordinary Shares for such date (or the nearest preceding date) on the OTC Bulletin Board, (c) if the Ordinary Shares are not then listed or quoted for trading on the OTC Bulletin Board and if prices for the Ordinary Shares are then reported in the “Pink Sheets” published by Pink Sheets, LLC (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per Ordinary Share so reported, or (d) in all other cases, the fair market value of one Ordinary Share as determined by an independent appraiser reasonably acceptable to the Company and selected in good faith by the Investors identified on those Subscription Agreements executed on the Subscription Date holding a majority in interest of the Shares issued pursuant to the Subscription Agreements which are then outstanding, the fees and expenses of which shall be paid by the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Contingent Warrant to Purchase Ordinary Shares to be duly executed as of the Issuance Date set out above.

ORCKIT COMMUNICATIONS LTD.

By:

Name:
Title:

EXERCISE NOTICE

TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THIS
CONTINGENT WARRANT TO PURCHASE ORDINARY SHARES

ORCKIT COMMUNICATIONS LTD.

The undersigned holder hereby exercises the right to purchase _____ of the Ordinary Shares (“**Warrant Shares**”) of Orckit Communications Ltd., an Israeli company (the “**Company**”), evidenced by the attached Contingent Warrant to Purchase Ordinary Shares (the “**Warrant**”). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Payment of Exercise Price. The holder shall pay the Aggregate Exercise Price in the sum of \$ _____ to the Company in accordance with the terms of the Warrant.

2. Delivery of Warrant Shares. The Company shall deliver to the holder _____ Warrant Shares in accordance with the terms of the Warrant and, after delivery of such Warrant Shares, _____ Warrant Shares remain subject to the Warrant.

3. Representations and Warranties. By its delivery of this Exercise Notice, the undersigned represents and warrants to the Company that in giving effect to the exercise evidenced hereby the holder will not beneficially own in excess of the number of Ordinary Shares (determined in accordance with Section 13(d) of the Securities Exchange Act of 1934) permitted to be beneficially owned under Section 1(e) of the Warrant.

Nominee of Registered Holder to be credited with the foregoing Warrant Shares:

Nominee Name: _____

DTC number: _____

Name of Registered holder: _____

By: _____

Name:

Title:

ACKNOWLEDGMENT

The Company hereby acknowledges this Exercise Notice and undertakes to direct American Stock Transfer & Trust Company to issue the above indicated number of Ordinary Shares in accordance with the Exercise Notice [upon receipt of the Aggregate Exercise Price. Please wire the immediately available funds in the amount of \$_____ to the following account: _____] *[to be completed unless Cashless Exercise applies]* .

ORCKIT COMMUNICATIONS LTD.

By: _____
Name:
Title:

ASSIGNMENT FORM

ORCKIT COMMUNICATIONS LTD.

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name:

(Please Print)

Address and fax number:

(Please Print)

Dated: _____, _____

Holder's Signature:

Holder's Address:

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatever. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

Goldfarb, Levy, Eran, Meiri, Tzafrir & Co.
2 Weizmann Street
Tel Aviv 64239, Israel

March 29, 2010

Orckit Communications Ltd.
126 Yigal Allon Street
Tel Aviv 67443, Israel

Ladies and Gentlemen:

We have acted as Israeli counsel to Orckit Communications Ltd., an Israeli company (the “**Company**”), in connection with a Prospectus Supplement filed pursuant to Rule 424(b)(5) under the Securities Act of 1933, as amended (the “**Securities Act**”), dated March 29, 2010, to the Registration Statement on Form F-3 (File No. 333-164822) (the “**Registration Statement**”) filed by the Company with the Securities and Exchange Commission under the Securities Act, as amended by a registration statement filed pursuant to Rule 462(b) under the Securities Act, relating to the offering for sale of an aggregate of 2,810,000 units in a “registered direct” offering at a purchase price of \$3.78 per unit (each, a “**Unit**”). Each Unit consists of (i) one share of the Company’s ordinary shares, no par value (the “**Ordinary Shares**”), (ii) one warrant to purchase 0.25 of one Ordinary Share and (iii) one contingent warrant to purchase 0.25 of one Ordinary Share (collectively, the “**Warrants**”), and the Ordinary Shares issuable upon exercise of the Warrants (the “**Warrant Shares**”), pursuant to a placement agency agreement (the “**Placement Agency Agreement**”) by and between the Company and Roth Capital Partners, LLC, dated March 29, 2010, and the subscription Agreement between the Company and each of the purchasers of the Ordinary Shares and Warrants (the “**Subscription Agreements**”).

In connection herewith, we have examined and relied without investigation as to matters of fact upon the Registration Statement and the exhibits thereto and such certificates and statements of public officials and officers and representatives of the Company and originals or copies, certified or otherwise identified to our satisfaction, of such other documents, corporate records, certificates and instruments as we have deemed necessary or appropriate to enable us to render the opinions expressed herein. We have assumed the genuineness of all signatures on all documents examined by us, the legal competence and capacity of natural persons, the authenticity of documents submitted to us as originals, and the conformity with authentic original documents of all documents submitted to us as copies.

Based upon the foregoing, in reliance thereon and subject to the assumptions, comments, qualifications, limitations and exceptions stated herein, we are of the opinion that:

1. The Ordinary Shares have been duly authorized and, when issued by the Company and delivered upon payment of the consideration therefor as contemplated by the Subscription Agreements, will be legally issued, fully paid and non-assessable.
 2. The Warrants have been duly authorized for issuance and, when issued and duly executed by the Company and delivered upon payment of the consideration therefor as contemplated by the Subscription Agreements, will be legally issued, fully paid and non-assessable.
-

3. The Warrant Shares have been duly authorized and, when issued by the Company and delivered upon payment of the consideration therefor as contemplated by the Warrants, will be legally issued, fully paid and non-assessable.

We are members of the Israel Bar and we express no opinion as to any matter relating to the laws of any jurisdiction other than the laws of Israel.

We hereby consent to the filing of this opinion on Form 6-K, the incorporation thereof by reference in the Registration Statement and the references to this firm in the sections of the Registration Statement entitled "Legal Matters". This consent is not to be construed as an admission that we are a party whose consent is required to be filed as part of the Registration Statement under the provisions of the Securities Act.

Very truly yours,

/s/ Goldfarb, Levy, Eran, Meiri, Tzafrir & Co.

Goldfarb, Levy, Eran, Meiri, Tzafrir & Co.

Subscription Agreement

This Subscription Agreement (this “Agreement”) is dated March 29, 2010, by and between the investor identified on the signature page hereto (the “Investor”) and Orckit Communications Ltd., an Israeli corporation (the “Company”), whereby the parties agree as follows:

1. Subscription.

(a) Investor agrees to buy and the Company agrees to sell and issue to Investor (i) such number of shares (the “Shares”) of its ordinary shares, no par value (the “Ordinary Shares”), (ii) a Warrant, in substantially the form delivered to the Investor herewith, to purchase such number of Ordinary Shares of the Company (the “Primary Warrants”) and (iii) a Warrant, in substantially the form delivered to the Investor herewith, to purchase such number of Ordinary Shares of the Company contingent upon the consummation of certain events (the “Contingent Warrants”), and together with the Primary Warrants, the “Warrants”), set forth on the signature page hereto, for an aggregate purchase price set forth on the signature page hereto (the “Purchase Price”). The Ordinary Shares issuable upon exercise of the Warrants are referred to herein as the “Warrant Shares”.

(b) The Shares, Warrants and Warrant Shares have been registered on a Registration Statement on Form F-3, Registration No. 333-164822 (together with any registration statement filed by the Company pursuant to Rule 462(b) under the Securities Act of 1933, as amended) (the “Registration Statement”), which Registration Statement has been declared effective by the Securities and Exchange Commission (the “Commission”), has remained effective since such date and is effective on the date hereof.

(c) On April 1, 2010 (the “Closing Date”), in accordance with Rule 15c6-1 promulgated under the Securities Exchange Act of 1934, as amended, and subject to the satisfaction or waiver of all of the closing conditions set forth in the Placement Agency Agreement (the “Placement Agreement”), dated March 29, 2010, by and among the Company and the placement agent named therein (the “Placement Agent”), the Placement Agent will disburse, or cause to be disbursed, to the Company an amount equal to the Purchase Price for such Shares and Warrants, less its commissions, upon receipt of the aggregate number of Shares purchased by the Investor via release by the Company of the Shares to Roth’s clearing firm, Ridge Clearing & Outsourcing Solutions DTC 0158 via DWAC delivery, which Roth will deliver, or cause to be delivered, to the Investor in accordance with the instructions provided by the Investor on its executing broker’s account versus payment for such Shares. The Company shall deliver to Investor the Warrants in physical, certificated form to the address set forth on the signature page hereto, registered in such name or names as designated by the Investor on the signature page hereto. The Shares and Warrants shall be unlegended and free of any resale restrictions. Notwithstanding the foregoing, if the Investor so requests, the Shares shall be delivered to the Investor in physical, certificated form to the address set forth on the signature page hereto, bearing such legends as appropriate under the circumstances.

Such funds shall be delivered unless (i) the Placement Agreement is terminated pursuant to the terms thereof or (ii) the conditions to closing in the Placement Agreement have not been satisfied. The Company’s obligation to issue the Shares and Warrants to the Investor will be subject to (i) the receipt by the Company of the aggregate purchase price for the Shares and Warrant being purchased hereunder as set forth on the signature page, (ii) the accuracy of the representations and warranties made by the Investor in this Agreement, and (iii) the Registration Statement remaining in effect and no stop order proceedings with respect thereto being pending or threatened. The Company proposes to enter into substantially this same form of Agreement with certain other investors (collectively with this Agreement, the “Transaction”) and the Investor’s obligations are expressly not conditioned on the purchase by any or all such other investors of the Shares and Warrants that they have agreed to purchase from the Company. The Company shall file the final prospectus supplement and Form 6-K related to the offering and issue a press release announcing the Transaction prior to 9:30 a.m. Eastern Time on the date hereof. The Placement Agent shall have no rights in or to any of the funds, except in respect of the Company’s obligation to pay the Placement Agent’s fees.

2. Company Representations and Warranties. The Company represents and warrants that: (a) it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (b) this Agreement has been duly authorized and executed by and constitutes a valid and binding agreement of the Company enforceable in accordance with its terms; (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not conflict with or result in a breach of (i) the Company's Memorandum of Association, as amended, and Sixth Amended and Restated Articles of Association, or (ii) any material agreement to which the Company is a party or by which any of its property or assets is bound; (d) the Shares, Warrants and Warrant Shares have been duly authorized for sale and issuance, and when the Shares and Warrant Shares are issued and delivered by the Company against payment therefor pursuant to this Agreement or the Warrants, as the case may be, will be validly issued, fully paid and nonassessable; (e) the Registration Statement and any post-effective amendment thereto, at the time it became effective, did not 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 not misleading; (f) the prospectus contained in the Registration Statement, as amended or supplemented, did not contain as of the effective date thereof, and as of the date hereof does not contain, any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and (g) there are no preemptive rights or rights of first refusal held by stockholders of the Company or other persons applicable to the transactions contemplated hereby.

3. Investor Representations, Warranties and Acknowledgments. The Investor represents and warrants that: (a) it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (b) this Agreement has been duly authorized and executed by the Investor and constitutes a valid and binding agreement of the Investor enforceable against the Investor in accordance with its terms; (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not conflict with or result in a breach of (i) the Investor's certificate of incorporation or by-laws (or other organizational and governing documents), or (ii) any material agreement or any law or regulation to which the Investor is a party or by which any of its property or assets is bound; (d) the Investor hereby confirms that it has had full access to and relied only upon the Disclosure Package, including the Company's periodic reports and other information incorporated by reference therein, and was able to read, review, download and print such materials. For purposes hereof, the term " Disclosure Package " means: (i) a base prospectus dated March 11, 2010, (ii) if applicable, a preliminary prospectus supplement related to the offering, (iii) the final prospectus supplement related to the offering, and (iv) the pricing information contained in this Agreement; and (e) the Investor is knowledgeable, sophisticated and experienced in making, and is qualified to make decisions with respect to, investments in shares presenting an investment decision like that involved in the purchase of the Shares and Warrant, including investments in securities issued by the Company and investments in comparable companies, and has requested, received, reviewed and considered all information it deemed relevant in making an informed decision to purchase the Shares and Warrant.

4. Lock-Up Arrangements.

(a) Until and through the close of trading on May 28, 2010 (the “Lock-Up Period”), the Company will not directly or indirectly, (1) offer to sell, hypothecate, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase (to the extent such option or contract to purchase is exercisable within one year from the Closing Date), purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to, any Ordinary Shares, or any securities convertible into or exercisable or exchangeable for Ordinary Shares; (2) file or cause to become effective a registration statement under the Securities Act of 1933, as amended (the “Securities Act”) relating to the offer and sale of any Ordinary Shares or securities convertible into or exercisable or exchangeable for Ordinary Shares or (3) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of Ordinary Shares, whether any such transaction described in clauses (1), (2) or (3) above is to be settled by delivery of Ordinary Shares or such other securities, in cash or otherwise, without the prior written consent of the Placement Agent (which consent may be withheld in its sole discretion), other than (i) the Securities to be sold hereunder and Ordinary Shares issued upon exercise of Warrants sold hereunder, (ii) the issuance of employee stock options or shares of restricted stock pursuant to equity compensation plans adopted prior to the date of this Agreement, (iii) issuances of Ordinary Shares upon the exercise of options or warrants or to satisfy other pre-existing issuance obligations disclosed in the Company’s periodic filings with the Commission prior to the date of this Agreement or upon the conversion or exchange of convertible or exchangeable securities outstanding as of the date of this Agreement (as to (i), (ii) and (iii), provided such securities have not been amended after the date hereof); and (iv) the issuance by the Company of any Ordinary Shares as consideration for mergers, acquisitions, other business combinations, or strategic alliances, occurring after the date of this Agreement (collectively, the “Lock-Up Restrictions”). Notwithstanding the foregoing, for the purpose of allowing the Placement Agent to comply with NASD Rule 2711(f)(4), or the applicable successor FINRA Rule when published, if (1) during the last 17 days of the Lock-Up Period, the Company releases earnings results or publicly announces other material news or a material event relating to the Company occurs or (2) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, then in each case the Lock-Up Period will be extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the public announcement regarding the material news or the occurrence of the material event, as applicable, unless the Placement Agent waives, in writing, such extension, *provided, however*, that the Placement Agent has agreed to waive such extension if the provisions of NASD Rule 2711(f)(4) (or any applicable successor rule) are not applicable to the Offering or if it is able to determine that it will not publish or otherwise distribute a research report or make a public appearance concerning the Company within the restricted period contemplated by NASD Rule 2711(f)(4), except as provided in the second or third sentences of such Rule. The Company agrees not to accelerate the vesting of any option or warrant or other contractual right or the lapse of any repurchase right prior to the expiration of the Lock-Up Period.

(b) The Company shall use its reasonable best efforts to have each of the Company’s officers and directors execute and deliver a Lock-up Agreement, in a form satisfactory to the Placement Agent, restricting the transfer or other disposition of any Ordinary Shares or securities convertible into, exchangeable, or exercisable for Ordinary Shares held of record or beneficially by such officers and directors for a period of thirty (30) days (in the case of Eric Paneth and Izhak Tamir, ninety (90) days) after the Closing Date.

5. Miscellaneous.

(a) This Agreement (including the Company's representations, warranties, covenants and agreements in the Placement Agreement incorporated herein pursuant to Section 5(f) hereof) constitutes the entire understanding and agreement between the parties with respect to its subject matter, and there are no agreements or understandings with respect to the subject matter hereof which are not contained in this Agreement. This Agreement may be amended or modified only in writing signed by the parties hereto. The representations, warranties, covenants and agreements of the parties contained herein shall survive execution of this Agreement, delivery of the Shares and the Warrants and exercise of the Warrants.

(b) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and shall become effective when counterparts have been signed by each party and delivered to the other parties hereto, it being understood that all parties need not sign the same counterpart. Execution may be made by delivery by facsimile or pdf sent via electronic transmission.

(c) The provisions of this Agreement are severable and, in the event that any court or officials of any regulatory agency of competent jurisdiction shall determine that any one or more of the provisions or part of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement and this Agreement shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of such provision, had never been contained herein, so that such provisions would be valid, legal and enforceable to the maximum extent possible, so long as such construction does not materially adversely effect the economic rights of either party hereto.

(d) All communications hereunder, except as may be otherwise specifically provided herein, shall be in writing and shall be mailed, hand delivered, sent by a recognized overnight courier service such as Federal Express, or sent via facsimile and confirmed by letter, to the party to whom it is addressed at the following addresses or such other address as such party may advise the other in writing:

To the Seller: as set forth on the signature page hereto.

To the Buyer: as set forth on the signature page hereto.

All notices hereunder shall be effective upon receipt by the party to which it is addressed.

(e) This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York for contracts to be wholly performed in such state and without giving effect to the principles thereof regarding the conflict of laws. Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall only be instituted, heard and adjudicated (excluding appeals) in a state or federal court located in New York, and each party hereto knowingly, voluntarily and intentionally waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the exclusive personal jurisdiction of any such court in any such action, suit or proceeding. Service of process in connection with any such action, suit or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement.

(f) The Company agrees that the representations, warranties, covenants and agreements given by the Company in the Placement Agreement are incorporated by reference in full herein and the Investor shall be entitled to rely on such representations, warranties, covenants and agreements. The Company confirms that neither it nor any other person acting on its behalf has provided the Investor or its agents (which for this purpose do not include the Placement Agent) or counsel with any information that constitutes or could reasonably be expected to constitute material, non-public information, except as will be disclosed in the Disclosure Package and the Press Release and the Company's Form 6-K filed with the Commission in connection with the Transaction. The Company understands and confirms that the Investor will rely on the foregoing representations in effecting transactions in securities of the Company.

(g) This Agreement shall not be assigned by any party hereto, without the express prior written consent of the Company or the Investor.

(h) The Investor has not directly or indirectly, nor has any person acting on behalf of or pursuant to any understanding with the Investor, engaged in any transactions in the securities of the Company (including, without limitations, any Short Sales involving the Company's securities) since the time that the Investor was first contacted by the Company or the Placement Agent regarding an investment in the Company. The Investor covenants that neither it nor any person acting on its behalf or pursuant to any understanding with it will engage in any transactions in the securities of the Company (including Short Sales) prior to the time that the transactions contemplated by this Agreement are publicly disclosed. For purposes of this provision, a "Short Sale" means a sale of Ordinary Shares that is marked as a short sale and that is executed at a time when the Investor has no equivalent offsetting long position in the Ordinary Shares, exclusive of the Shares. For purposes of determining whether the Investor has an equivalent offsetting long position in the Ordinary Shares, all Ordinary Shares that would be issuable upon exercise in full of all options, warrants or convertible securities then held by the Investor (assuming that such options were then fully exercisable or convertible, notwithstanding any provisions to the contrary, and giving effect to any exercise price adjustments scheduled to take effect in the future) shall be deemed to be held long by the Investor. The Investor understands and acknowledges that the Commission currently takes the position that coverage of Short Sales "against the box" prior to the effective date of an applicable Registration Statement is a violation of Section 5 of the Securities Act, as set forth in Item 65, Section A, of the Manual of Publicly Available Telephone Interpretations, dated July 1997, complied by the Office of Chief Counsel, Division of Corporation Finance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

If the foregoing correctly sets forth our agreement, please confirm this by signing and returning to us the duplicate copy of this Agreement.

ORCKIT COMMUNICATIONS LTD.

By: _____

Name: Uri Shalom

Title: Chief Financial Officer

Number of Shares: _____

Number of Shares underlying

the Primary Warrants: _____

(such number to be equal to 25% of the aggregate number of Shares being purchased by the Investor)

Number of Shares underlying

the Contingent Warrants: _____

(such number to be equal to 25% of the aggregate number of Shares being purchased by the Investor)

Purchase Price Per Share: \$3.78

Primary Warrant Exercise Price: \$5.66

Contingent Warrant Exercise Price: \$11.32

Aggregate Purchase Price: \$

Address for Notice:

Orckit Communications Ltd.

126 Yig'al Allon St.

Tel Aviv 67443

Attention: Chief Executive Officer

Facsimile: +972-3-695-3222

INVESTOR: _____

By: _____

Name:

Title:

Address for Notice and Delivery of Warrants:

Facsimile: _____

Attention: _____

DWAC Instructions:

Name of DTC Participant: _____

DTC Participant Number: _____

Account Number: _____

Subscription Agreement

This Subscription Agreement (this “Agreement”) is dated March 29, 2010, by and between the investor identified on the signature page hereto (the “Investor”) and Orckit Communications Ltd., an Israeli corporation (the “Company”), whereby the parties agree as follows:

1. Subscription.

(a) Investor agrees to buy and the Company agrees to sell and issue to Investor (i) such number of shares (the “Shares”) of its ordinary shares, no par value (the “Ordinary Shares”), (ii) a Warrant, in substantially the form delivered to the Investor herewith, to purchase such number of Ordinary Shares of the Company (the “Primary Warrants”) and (iii) a Warrant, in substantially the form delivered to the Investor herewith, to purchase such number of Ordinary Shares of the Company contingent upon the consummation of certain events (the “Contingent Warrants”, and together with the Primary Warrants, the “Warrants”), set forth on the signature page hereto, for an aggregate purchase price set forth on the signature page hereto (the “Purchase Price”). The Ordinary Shares issuable upon exercise of the Warrants are referred to herein as the “Warrant Shares”.

(b) The Shares, Warrants and Warrant Shares have been registered on a Registration Statement on Form F-3, Registration No. 333-164822 (together with any registration statement filed by the Company pursuant to Rule 462(b) under the Securities Act of 1933, as amended) (the “Registration Statement”), which Registration Statement has been declared effective by the Securities and Exchange Commission (the “Commission”), has remained effective since such date and is effective on the date hereof.

(c) On April 1, 2010 (the “Closing Date”), in accordance with Rule 15c6-1 promulgated under the Securities Exchange Act of 1934, as amended, and subject to the satisfaction or waiver of all of the closing conditions set forth in the Placement Agency Agreement (the “Placement Agreement”), dated March 29, 2010, by and among the Company and the placement agent named therein (the “Placement Agent”), the Placement Agent will disburse, or cause to be disbursed, to the Company an amount equal to the Purchase Price for such Shares and Warrants, less its commissions, upon receipt of the aggregate number of Shares purchased by the Investor via release by the Company of the Shares to Roth’s clearing firm, Ridge Clearing & Outsourcing Solutions DTC 0158 via DWAC delivery, which Roth will deliver, or cause to be delivered, to the Investor in accordance with the instructions provided by the Investor on its executing broker’s account versus payment for such Shares. The Company shall deliver to Investor the Warrants in physical, certificated form to the address set forth on the signature page hereto, registered in such name or names as designated by the Investor on the signature page hereto. The Shares and Warrants shall be unlegended and free of any resale restrictions. Notwithstanding the foregoing, if the Investor so requests, the Shares shall be delivered to the Investor in physical, certificated form to the address set forth on the signature page hereto, bearing such legends as appropriate under the circumstances.

Such funds shall be delivered unless (i) the Placement Agreement is terminated pursuant to the terms thereof or (ii) the conditions to closing in the Placement Agreement have not been satisfied. The Company’s obligation to issue the Shares and Warrants to the Investor will be subject to (i) the receipt by the Company of the aggregate purchase price for the Shares and Warrant being purchased hereunder as set forth on the signature page, (ii) the accuracy of the representations and warranties made by the Investor in this Agreement, and (iii) the Registration Statement remaining in effect and no stop order proceedings with respect thereto being pending or threatened. The Company proposes to enter into substantially this same form of Agreement with certain other investors (collectively with this Agreement, the “Transaction”) and the Investor’s obligations are expressly not conditioned on the purchase by any or all such other investors of the Shares and Warrants that they have agreed to purchase from the Company. The Company shall file the final prospectus supplement and Form 6-K related to the offering and issue a press release announcing the Transaction prior to 9:30 a.m. Eastern Time on the date hereof. The Placement Agent shall have no rights in or to any of the funds, except in respect of the Company’s obligation to pay the Placement Agent’s fees.

Notwithstanding the foregoing, since the Investor is an affiliate of the Company, the closing of the issuance and sale of Shares and Warrants to the Investor shall be subject to approval of the Company's shareholders pursuant to Israeli law and shall occur, if such approval shall be obtained, on the business day immediately following the date of such approval at a meeting of shareholder to be convened promptly by the Company. The Investor shall nevertheless wire the Purchase Price to an account to be designated in writing by the Company promptly following the execution of this Agreement, which funds shall be held in escrow pending the result of said shareholder meeting. The investor hereby undertakes to vote his Ordinary Shares at said shareholder meeting in favor of the relevant proposal. At the closing, if it shall occur, the Company shall issue to the Investor a certificate representing the Shares bearing an "affiliate legend".

2. Company Representations and Warranties. The Company represents and warrants that: (a) it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, subject to shareholder approval; (b) this Agreement has been duly authorized and executed by and constitutes a valid and binding agreement of the Company enforceable in accordance with its terms, subject to shareholder approval; (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not conflict with or result in a breach of (i) the Company's Memorandum of Association, as amended, and Sixth Amended and Restated Articles of Association, or (ii) any material agreement to which the Company is a party or by which any of its property or assets is bound; (d) the Shares, Warrants and Warrant Shares have been duly authorized for sale and issuance, and when the Shares and Warrant Shares are issued and delivered by the Company against payment therefor pursuant to this Agreement or the Warrants, as the case may be, will be validly issued, fully paid and nonassessable, subject to shareholder approval; (e) the Registration Statement and any post-effective amendment thereto, at the time it became effective, did not 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 not misleading; (f) the prospectus contained in the Registration Statement, as amended or supplemented, did not contain as of the effective date thereof, and as of the date hereof does not contain, any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and (g) there are no preemptive rights or rights of first refusal held by stockholders of the Company or other persons applicable to the transactions contemplated hereby.

3. Investor Representations, Warranties and Acknowledgments. The Investor represents and warrants that: (a) it has full right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (b) this Agreement has been duly authorized and executed by the Investor and constitutes a valid and binding agreement of the Investor enforceable against the Investor in accordance with its terms; (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not conflict with or result in a breach of (i) the Investor's certificate of incorporation or by-laws (or other organizational and governing documents), or (ii) any material agreement or any law or regulation to which the Investor is a party or by which any of its property or assets is bound; (d) the Investor hereby confirms that it has had full access to and relied only upon the Disclosure Package, including the Company's periodic reports and other information incorporated by reference therein, and was able to read, review, download and print such materials. For purposes hereof, the term " Disclosure Package " means: (i) a base prospectus dated March 11, 2010, (ii) if applicable, a preliminary prospectus supplement related to the offering, (iii) the final prospectus supplement related to the offering, and (iv) the pricing information contained in this Agreement; and (e) the Investor is knowledgeable, sophisticated and experienced in making, and is qualified to make decisions with respect to, investments in shares presenting an investment decision like that involved in the purchase of the Shares and Warrant, including investments in securities issued by the Company and investments in comparable companies, and has requested, received, reviewed and considered all information it deemed relevant in making an informed decision to purchase the Shares and Warrant.

4. Lock-Up Arrangements. (a) Until and through the close of trading on May 28, 2010 (the “Lock-Up Period”), the Company will not directly or indirectly, (1) offer to sell, hypothecate, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase (to the extent such option or contract to purchase is exercisable within one year from the Closing Date), purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to, any Ordinary Shares, or any securities convertible into or exercisable or exchangeable for Ordinary Shares; (2) file or cause to become effective a registration statement under the Securities Act of 1933, as amended (the “Securities Act”) relating to the offer and sale of any Ordinary Shares or securities convertible into or exercisable or exchangeable for Ordinary Shares or (3) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of Ordinary Shares, whether any such transaction described in clauses (1), (2) or (3) above is to be settled by delivery of Ordinary Shares or such other securities, in cash or otherwise, without the prior written consent of the Placement Agent (which consent may be withheld in its sole discretion), other than (i) the Securities to be sold hereunder and Ordinary Shares issued upon exercise of Warrants sold hereunder, (ii) the issuance of employee stock options or shares of restricted stock pursuant to equity compensation plans adopted prior to the date of this Agreement, (iii) issuances of Ordinary Shares upon the exercise of options or warrants or to satisfy other pre-existing issuance obligations disclosed in the Company’s periodic filings with the Commission prior to the date of this Agreement or upon the conversion or exchange of convertible or exchangeable securities outstanding as of the date of this Agreement (as to (i), (ii) and (iii), provided such securities have not been amended after the date hereof); and (iv) the issuance by the Company of any Ordinary Shares as consideration for mergers, acquisitions, other business combinations, or strategic alliances, occurring after the date of this Agreement (collectively, the “Lock-Up Restrictions”). Notwithstanding the foregoing, for the purpose of allowing the Placement Agent to comply with NASD Rule 2711(f)(4), or the applicable successor FINRA Rule when published, if (1) during the last 17 days of the Lock-Up Period, the Company releases earnings results or publicly announces other material news or a material event relating to the Company occurs or (2) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, then in each case the Lock-Up Period will be extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the public announcement regarding the material news or the occurrence of the material event, as applicable, unless the Placement Agent waives, in writing, such extension, *provided, however*, that the Placement Agent has agreed to waive such extension if the provisions of NASD Rule 2711(f)(4) (or any applicable successor rule) are not applicable to the Offering or if it is able to determine that it will not publish or otherwise distribute a research report or make a public appearance concerning the Company within the restricted period contemplated by NASD Rule 2711(f)(4), except as provided in the second or third sentences of such Rule. The Company agrees not to accelerate the vesting of any option or warrant or other contractual right or the lapse of any repurchase right prior to the expiration of the Lock-Up Period.

(b) The Company shall use its reasonable best efforts to have each of the Company's officers and directors execute and deliver a Lock-up Agreement, in a form satisfactory to the Placement Agent, restricting the transfer or other disposition of any Ordinary Shares or securities convertible into, exchangeable, or exercisable for Ordinary Shares held of record or beneficially by such officers and directors for a period of thirty (30) days (in the case of Eric Paneth and Izhak Tamir, ninety (90) days) after the Closing Date.

5. Miscellaneous.

(a) This Agreement (including the Company's representations, warranties, covenants and agreements in the Placement Agreement incorporated herein pursuant to Section 5(f) hereof) constitutes the entire understanding and agreement between the parties with respect to its subject matter, and there are no agreements or understandings with respect to the subject matter hereof which are not contained in this Agreement. This Agreement may be amended or modified only in writing signed by the parties hereto. The representations, warranties, covenants and agreements of the parties contained herein shall survive execution of this Agreement, delivery of the Shares and the Warrants and exercise of the Warrants.

(b) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and shall become effective when counterparts have been signed by each party and delivered to the other parties hereto, it being understood that all parties need not sign the same counterpart. Execution may be made by delivery by facsimile or pdf sent via electronic transmission.

(c) The provisions of this Agreement are severable and, in the event that any court or officials of any regulatory agency of competent jurisdiction shall determine that any one or more of the provisions or part of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement and this Agreement shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of such provision, had never been contained herein, so that such provisions would be valid, legal and enforceable to the maximum extent possible, so long as such construction does not materially adversely effect the economic rights of either party hereto.

(d) All communications hereunder, except as may be otherwise specifically provided herein, shall be in writing and shall be mailed, hand delivered, sent by a recognized overnight courier service such as Federal Express, or sent via facsimile and confirmed by letter, to the party to whom it is addressed at the following addresses or such other address as such party may advise the other in writing:

To the Seller: as set forth on the signature page hereto.

To the Buyer: as set forth on the signature page hereto.

All notices hereunder shall be effective upon receipt by the party to which it is addressed.

(e) This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York for contracts to be wholly performed in such state and without giving effect to the principles thereof regarding the conflict of laws. Any legal action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall only be instituted, heard and adjudicated (excluding appeals) in a state or federal court located in New York, and each party hereto knowingly, voluntarily and intentionally waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the exclusive personal jurisdiction of any such court in any such action, suit or proceeding. Service of process in connection with any such action, suit or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement.

(f) The Company agrees that the representations, warranties, covenants and agreements given by the Company in the Placement Agreement are incorporated by reference in full herein and the Investor shall be entitled to rely on such representations, warranties, covenants and agreements. The Company confirms that neither it nor any other person acting on its behalf has provided the Investor or its agents (which for this purpose do not include the Placement Agent) or counsel with any information that constitutes or could reasonably be expected to constitute material, non-public information, except as will be disclosed in the Disclosure Package and the Press Release and the Company's Form 6-K filed with the Commission in connection with the Transaction. The Company understands and confirms that the Investor will rely on the foregoing representations in effecting transactions in securities of the Company.

(g) This Agreement shall not be assigned by any party hereto, without the express prior written consent of the Company or the Investor.

(h) The Investor has not directly or indirectly, nor has any person acting on behalf of or pursuant to any understanding with the Investor, engaged in any transactions in the securities of the Company (including, without limitations, any Short Sales involving the Company's securities) since the time that the Investor was first contacted by the Company or the Placement Agent regarding an investment in the Company. The Investor covenants that neither it nor any person acting on its behalf or pursuant to any understanding with it will engage in any transactions in the securities of the Company (including Short Sales) prior to the time that the transactions contemplated by this Agreement are publicly disclosed. For purposes of this provision, a "Short Sale" means a sale of Ordinary Shares that is marked as a short sale and that is executed at a time when the Investor has no equivalent offsetting long position in the Ordinary Shares, exclusive of the Shares. For purposes of determining whether the Investor has an equivalent offsetting long position in the Ordinary Shares, all Ordinary Shares that would be issuable upon exercise in full of all options, warrants or convertible securities then held by the Investor (assuming that such options were then fully exercisable or convertible, notwithstanding any provisions to the contrary, and giving effect to any exercise price adjustments scheduled to take effect in the future) shall be deemed to be held long by the Investor. The Investor understands and acknowledges that the Commission currently takes the position that coverage of Short Sales "against the box" prior to the effective date of an applicable Registration Statement is a violation of Section 5 of the Securities Act, as set forth in Item 65, Section A, of the Manual of Publicly Available Telephone Interpretations, dated July 1997, complied by the Office of Chief Counsel, Division of Corporation Finance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

If the foregoing correctly sets forth our agreement, please confirm this by signing and returning to us the duplicate copy of this Agreement.

ORCKIT COMMUNICATIONS LTD.

By: _____

Name: Uri Shalom

Title: Chief Financial Officer

Number of Shares: _____

**Number of Shares underlying
the Primary Warrants:** _____
(such number to be equal to 25% of the aggregate
number of Shares being purchased by the Investor)

**Number of Shares underlying
the Contingent Warrants:** _____
(such number to be equal to 25% of the aggregate
number of Shares being purchased by the Investor)

Purchase Price Per Share: \$3.78

Primary Warrant Exercise Price: \$5.66

Contingent Warrant Exercise Price: \$11.32

Aggregate Purchase Price:

\$ _____

INVESTOR: _____

By: _____

Name:

Title:

Address for Notice and Delivery of Warrants:

Facsimile: _____

Attention: _____

DWAC Instructions:

Name of DTC Participant: _____

DTC Participant Number: _____

Account Number: _____

Address for Notice:

Orckit Communications Ltd.

126 Yig'al Allon St.

Tel Aviv 67443

Attention: Chief Executive Officer

Facsimile: +972-3-695-3222

**ORCKIT ANNOUNCES REGISTERED OFFERING OF
APPROXIMATELY \$10.6 MILLION IN ORDINARY SHARES AND WARRANTS**

TEL AVIV, Israel, March 29, 2010 -- Orckit Communications Ltd. (NasdaqGM: ORCT) announced today that it has entered into purchase agreements with investors for the sale of 2,810,000 ordinary shares and warrants to purchase 702,500 ordinary shares, as well as contingent warrants described below. The ordinary shares, warrants and contingent warrants are being offered in units consisting of one ordinary share, 0.25 primary warrants to purchase one ordinary share at a price of \$3.78 per unit, and 0.25 contingent warrants to purchase one ordinary share. The primary and contingent warrants have a term of five years and the primary warrants have an exercise price of \$5.66 per share.

If the closing price of Orckit's ordinary shares for any 20 trading day period within a 30 trading day period following the one year anniversary of the closing is equal to or greater than \$11.32 per share, then Orckit may, in its sole discretion, elect to require the exercise of all of the then unexercised primary warrants, provided, however, that the Company may not require the exercise of the primary warrants in any period during which its ordinary shares are not listed for trading on the Nasdaq Global Market, the Tel Aviv Stock Exchange, or any national securities exchange. In the event that the Company requires the exercise of the primary warrants, subject to certain conditions, the contingent warrants to purchase an equal number of ordinary shares will become exercisable at a price of \$11.32 per share.

The gross proceeds of the offering are expected to be approximately \$10.6 million and net proceeds, after deducting the placement agent's fee and estimated offering expenses payable by Orckit, are expected to be approximately \$9.7 million. Orckit will use proceeds from the offering primarily for increased research and development activities related to a potential project in 2010 from a major customer. Funds may also be used for working capital and other general corporate purposes.

Among the investors in the offering are Izhak Tamir and Eric Paneth, who are founders, executive officers and directors of Orckit and have agreed to purchase 100,000 and 75,000 units, respectively, subject to shareholder approval pursuant to Israeli law. No placement agent fee is payable by Orckit in respect of the units purchased by them.

Roth Capital Partners, LLC acted as sole placement agent in this transaction. The offering is expected to close on or about April 1, 2010, subject to the satisfaction of customary closing conditions. The closing of the investments of the non-affiliated investors is not subject to shareholder approval.

The securities described above are being offered by Orckit pursuant to a registration statement declared effective by the Securities and Exchange Commission (SEC) on March 11, 2010, as amended on March 29, 2010 by a registration statement pursuant to SEC Rule 462(b) increasing the permitted size of the offering, and a prospectus supplement related to the offering filed with the SEC on March 29, 2010. Copies of the prospectus supplement and accompanying base prospectus relating to this offering may be obtained at the SEC's website at www.sec.gov or from Roth Capital Partners, LLC by email to rothecm@roth.com or by mail to at 24 Corporate Plaza, Newport Beach, CA 92660. This announcement is neither an offer to sell nor a solicitation of an offer to buy any of our securities. No offer, solicitation, or sale will be made in any jurisdiction in which such offer, solicitation, or sale is unlawful.

About Orckit Communications Ltd.

Orckit facilitates telecommunication providers' delivery of high capacity broadband residential, business and mobile services over wireline or wireless networks with its Orckit-Corrigent family of products. Orckit-Corrigent's product lines include Carrier Ethernet + Transport (CE+T) switches - an MPLS based portfolio enabling advanced packet as well as legacy services over packet networks with a wide set of transport features, and Personalized Video Distribution systems - an advanced video distribution portfolio, optimized for IPTV, enabling multiple HD streams per home. Orckit-Corrigent markets its products directly and indirectly through strategic alliances as well as distribution and reseller partners worldwide. Orckit was founded in 1990 and went public 1996. Orckit is dually listed on NasdaqGM (ORCT) and the Tel Aviv Stock Exchange and is headquartered in Tel-Aviv, Israel

Safe Harbor for Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements involve a number of risks and uncertainties including, but not limited to, whether the offering will close as expected, if at all, any unanticipated costs and expenses related to the offering, the effect of current global economic conditions, the conditions of the financial markets, and other risk factors detailed in the Company's SEC filings. Actual results may materially differ. Orckit assumes no obligation to update the information in this release.
