

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported) - May 17, 2000

ELECTRIC FUEL CORPORATION

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

0-23336

95-4302784

(Commission File Number)

(IRS Employer Identification No.)

120 Wood Avenue South, Suite 300, Iselin, New Jersey 08830

(Address of principal executive offices) (Zip Code)

(732) 635-7100

(Registrant's telephone number, including area code)

This is page 1 of 22 pages (including Exhibits)
Exhibit Index appears on page 4.

ITEM 5. OTHER ITEMS

On May 17, 2000, we entered into an agreement (the "Purchase Agreement") with Koor Industries Ltd. ("Koor") pursuant to which Koor agreed to purchase 1 million shares of our common stock at \$10 per share, for a total cash investment of \$10 million. Upon the completion of this investment by Koor, also on May 17, 2000, we and Koor agreed, pursuant to a Termination and Release Agreement dated as of that date, that the agreements previously jointly announced on March 15, 2000 would be canceled and that we would not proceed with the previously announced investment by Koor or acquisition of Koor's subsidiary Tadiran Batteries Ltd.

Pursuant to the terms of the Purchase Agreement, if, within six months after the making of the investment, we sell shares of our common stock or securities convertible into our common stock (other than to our employees or consultants pursuant to our stock option plans) at a price below \$10 per share, we will issue to Koor additional shares such that the total number of shares issued to Koor multiplied by the lower stock price equals \$10 million. In addition, with respect to any portion of the shares still held by Koor at the end of the six-month period following the investment, if our stock is at that time trading below \$10 per share, we will adjust the number of shares held by Koor in a similar manner based on the average trading price over the preceding 30 days, but not to any price lower than \$6.75 per share.

In connection with the Purchase Agreement, we also entered into a Registration Rights Agreement with Koor pursuant to which we have agreed to register the shares issued to Koor, and Koor has agreed to certain limitations on the resale of the shares in the six months following the investment.

The foregoing descriptions of the Purchase Agreement, Termination and Release Agreement, and Registration Rights Agreement are qualified in their entirety by reference to the agreements themselves, which are attached to this report as Exhibits 4.1 through 4.3, and which are incorporated herein by reference.

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS

(c) Exhibits. A list of exhibits is given in the Exhibit Index that precedes the exhibits filed with this report.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

ELECTRIC FUEL CORPORATION

(Registrant)

Date: May 23, 2000

By: /s/ Robert S. Ehrlich

Robert S. Ehrlich
Chairman of the Board and
Chief Financial Officer

EXHIBIT INDEX

The following exhibits are filed with the Current Report on Form 8-K.

Exhibit No.	Description
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4.1	Common Stock Purchase Agreement, dated May 17, 2000, between Electric Fuel Corporation and Koor Industries Ltd.
4.2	Registration Rights Agreement, dated May 17, 2000, between Electric Fuel Corporation and Koor Industries Ltd.
4.3	Termination and Release Agreement, dated May 17, 2000, among Electric Fuel Corporation, Tadiran Limited, Tadiran Batteries Limited, Tadiran Electric Industries Corporation, Koor Industries Ltd. , Robert S. Ehrlich and Yehuda Harats.

ELECTRIC FUEL CORPORATION

COMMON STOCK PURCHASE AGREEMENT

May 17, 2000

To: Koor Industries Limited

Ladies and Gentlemen:

Electric Fuel Corporation, a Delaware corporation (the "Company"), proposes to sell (the "Offering") to Koor Industries Ltd. (the "Purchaser") 1,000,000 shares (the "Shares") of Company's Common Stock, \$0.01 par value per share, at a purchase price per share of \$10, for an aggregate investment amount of \$10,000,000 (ten million) (the "Purchase Price"). In connection with and in consideration for the sale and purchase of the Shares, the Company and the Purchaser agree to abide by the mutual covenants contained herein.

1. Sale and Purchase of the Shares. On the basis of the representations, warranties and agreements contained in, and subject to the terms and conditions of this Share Purchase Agreement (the "Agreement"), the Company agrees to sell to the Purchaser, and the Purchaser agree to purchase from the Company, the Shares. The purchase price per share shall be \$10.

In the event that within the 180 days immediately following the Closing hereunder (the "Investment Adjustment Period"), the Company issues shares of its Common Stock or securities convertible into its Common Stock at a price per share below \$10, other than to its employees and consultants under its Stock option Plan (the "Investment Adjustment Price"), then it shall issue to the Purchaser, for no additional consideration, additional shares of the Company's Common Stock such that the total number of shares of the Company's Common Stock issued in consideration for the Purchase Price multiplied by the Investment Adjustment Price shall equal the Purchase Price.

In addition to the above, In the event that the average closing price of the Company's Common Stock on the Nasdaq National Market ("NASDAQ") for the 30 days ending on the day (the "CERTAIN DAY") immediately preceding the date which is six months following the Closing (the "ACQUISITION ADJUSTMENT PRICE", and such 30 day period, the "ACQUISITION ADJUSTMENT PERIOD") is below \$10 (the "REDUCED PRICE"), the Company shall issue to the Purchaser, for no additional consideration (the "ACQUISITION ADJUSTMENT"), additional Common Stock of the Company calculated in accordance with the following formula:

$$A = (10,000,000/B - 1,000,000) * C$$

Whereas:

A = number of additional Common Stock issued for no consideration under the Acquisition Adjustment;

B = the Reduced Price;

C = a fraction, the numerator of which is 1,000,000 minus the number of all Common Stock sold by the Purchaser until Certain Day, and the denominator of which is 1,000,000;

PROVIDED, HOWEVER, that in no event shall the Company be required to issue shares in excess of 481,481 (four hundred and eighty one thousand, four hundred and eighty one) additional shares of its Common Stock in satisfaction of its obligations under the Acquisition Adjustment, except with respect to any stock splits or other recapitalizations.

2. Delivery and Payment. Concurrently with the signature of this Agreement, the Purchaser will pay to the Company the Purchase Price and the Company shall deliver the Shares to the Purchaser. Payment of the Purchase Price shall be made by wire transfer in immediately available funds in U.S. dollars to account number # 023248 in the name of Electric Fuel Limited at First International Bank, Jerusalem, Branch 012, provided, however, that the Purchaser may, at their option wire New Israeli Shekels in lieu of U.S. dollars at the Bank HaPoalim U.S. dollar cash sell rate (i.e. the rate at which the bank sells to buyers) as of the Closing of the Offering. The closing (the "CLOSING") of the Offering shall take place concurrently with the signature of this Agreement at the offices of Meitar, Liguornik, Geva & Co.. The day on which the Closing takes place shall be referred to herein as the "Closing

Date".

3. Offering of Shares. The Shares will be offered and sold to the Purchaser without being registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance on the exemption therefrom provided by Section 4(2) of the Securities Act.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to the Purchaser as follows:

(a) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the state of Delaware. The Company's wholly-owned Israeli subsidiary, Electric Fuel (E.F.L.) Limited ("EFL"), is duly incorporated and is validly existing. Each of the Company and EFL is qualified and in good standing as a foreign corporation in each jurisdiction in which the character or location of its assets or properties (owned, leased or licensed) or the nature of its business makes such qualification necessary, except for such jurisdictions where the failure to so qualify, individually or in the aggregate, would not have a material adverse

effect on the assets or properties, business, results of operations or financial condition, taken as a whole, of the Company and EFL.

(b) All necessary corporate action has been duly and validly taken to authorize the execution, delivery and performance of this Agreement by the Company. This Agreement has been duly and validly authorized, executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(c) Neither the execution, delivery and performance of this Agreement by the Company nor the consummation of any of the transactions contemplated hereby or thereby (including, without limitation, the issuance and sale by the Company of the Shares) will give rise to a right to terminate or accelerate the due date of any payment due under, or conflict with or result in the breach of any term or provision of, or constitute a default (or an event which with notice or lapse of time or both would constitute a default) under, or require any consent or waiver under, or result in the execution or imposition of any material lien, charge or encumbrance upon any properties or assets of the Company pursuant to the terms of, any material indenture, mortgage, deed of trust or other agreement or instrument to which the Company is a party or by which the Company or any of its properties or businesses is bound, or any franchise, license, permit, judgment, decree, order, statute, rule or regulation applicable to the Company, or violate any provision of the charter or by-laws of the Company or EFL, except for such consents or waivers that have already been obtained and are in full force and effect, or such consents or waivers the failure to so obtain would not individually or in the aggregate, have a material adverse effect upon the assets or properties, business, results of operations or financial condition, taken as a whole, of the Company and EFL.

(d) The Company's Annual Reports on Form 10-K for the fiscal year ended December 31, 1998 and December 31, 1999, the Company's Form 10-Qs for the fiscal periods ended March 31, 1999, June 30, 1999, September 30, 1999 and March 31, 2000 and all documents filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") (such documents are hereinafter referred to as the "Exchange Act Documents") were filed in a timely manner and, when they were filed (or, if any amendment with respect to any such document was filed, when such amendment was filed), conformed in all material respects to the requirements of the Exchange Act, and the rules and regulations thereunder, and 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. Subsequent to the respective dates as of which information was given in the Exchange Act Documents, except as described therein, there has not been any material adverse change in the Company's operations, and, to the Company's knowledge, no event has occurred which with notice or lapse of time or both,

that would constitute such a material adverse change, in the assets or properties, business, results of operations or financial condition of the Company taken as a whole.

(e) Other than as previously disclosed to the Purchaser, there are no claims for brokerage commissions or finder's fees on similar compensation in connection with the transactions by this Agreement based on any arrangement or agreement made by or on behalf of the Company other than as previously disclosed to the Purchaser, and the Company agrees to indemnify and hold the Purchaser harmless against any damages incurred as a result of

any such claims.

5. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to Company that:

(a) It has full power and authority to execute, deliver and perform this Agreement. This Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(b) The Shares, to be received by the Purchaser will be acquired for investment for the Purchaser's own account, and not with a view to the distribution of any part thereof. Other than in context of "Hedging" transactions, the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. The Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer, or grant participation to such person or to any third person, with respect to any of the Shares.

(c) The Purchaser understands that the Shares may not be sold, transferred, or otherwise disposed of without registration under the Securities Act, or an exemption therefrom, and that in the absence of an effective registration statement covering the Shares or an available exemption from registration under the Securities Act, the Shares must be held indefinitely. In the absence of an effective registration statement covering the Shares, the Purchaser will sell, transfer, or otherwise dispose of the Shares only in a manner consistent with its representations and agreements set forth herein.

(d) The Purchaser understands that until the Shares are registered under the Securities Act, the certificates evidencing the Shares may bear substantially the following legends:

(i) "THE SECURITIES EVIDENCED HEREBY WERE ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND APPLICABLE

STATE LAW, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM (IN EACH CASE BASED UPON DOCUMENTATION SATISFACTORY TO THE COMPANY, INCLUDING AN OPINION OF COUNSEL SATISFACTORY TO IT THAT REGISTRATION UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE LAWS IS NOT REQUIRED) OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT."

(ii) Any legend required by any applicable law.

(e) The Purchaser is an "accredited investor" as such term is defined in Rule 501(a)(1) promulgated pursuant to the Securities Act.

(f) The Purchaser's financial condition is such that it is able to bear the risk of holding the Shares for an indefinite period of time.

(g) The Purchaser has such knowledge and experience in financial and business matters and in making high risk investments of this type and is capable of evaluating the merits and risks of the purchase of the Shares. The Purchaser has conducted its own due diligence with respect to the Offering contemplated hereby, has received all the documents and information regarding the Company that the Purchaser has requested, has been afforded the opportunity to ask questions of and receive answers from officers or other representatives of the Company concerning Company's business, assets and financial position, and after conducting such due diligence is not aware of any breach of any of the representations and warranties of the Company contained in this Agreement.

(h) There are no claims for brokerage commissions or finder's fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Purchaser, and the Purchaser agrees to indemnify and hold the Company harmless against any damages incurred as a result of any such claims.

(i) The Purchaser acknowledges that the Company will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and agrees that, if any of the acknowledgments, representations and agreements are no longer accurate, it shall promptly notify the Company, and the Company acknowledges that the representations and the agreements of the Purchaser herein are without prejudice to the representations and warranties of the Company contained in Section 4 above.

6. Registration Rights. The Purchaser shall have registration rights with

respect to the Shares as detailed in the Registration Right Agreement which is attached as Schedule "A" of this Agreement.

7. Covenant of the Company. The Company covenants and agrees as follows:

The Company shall use its reasonable best efforts to do and perform all things required or necessary to be done and performed under this Agreement by the Company prior to the Closing Date, and to satisfy all conditions precedent to the delivery of the Purchase Price.

8. Covenants of the Purchaser. The Purchaser covenants and agrees as follows:

(a) The Purchaser shall use its reasonable best efforts to do and perform all things required or necessary to be done and performed under this Agreement by it prior to the Closing Date, and to satisfy all conditions precedent to the delivery of the Shares.

(b) The Purchaser agrees that from the date hereof until the fifth anniversary of the Closing Date, it will not, and will not permit any of its Affiliates, as defined in the Securities Act, to directly or indirectly or in conjunction with or through any Associate (as defined in Rule 12b-2 of the Exchange Act), (i) solicit proxies with respect to any capital stock or other voting securities of the Company under any circumstances, or become a "participant" in any "election contest" relating to the election of directors of the Company (as such terms are used in Rule 14a-11 of Regulation 14A of the Exchange Act) or (ii) make an offer for the acquisition of substantially all of the assets or capital stock of the Company or induce or assist any other person to make such an offer or (iii) form or join any "group" within the meaning of Section 13(d)(3) of the Exchange Act with respect to any capital stock or other voting securities of the Company for the purpose of accomplishing the actions referred to in clauses (i) and (ii). The covenant contained in this section 10(b) shall expire in relation to the Purchaser upon the sale by the Purchaser of the Shares issued to it hereunder.

9. Miscellaneous. This Agreement has been and is made for the benefit of the Purchaser and the Company, and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. The term "successors and assigns" shall not include any purchaser of Shares from the Purchaser merely because of such purchase.

All notices and communications hereunder shall be in writing and mailed or delivered or by telephone or telegraph if subsequently confirmed in writing, (a) if to the Purchaser to Koor Industries Limited, Beit Platinum, Ha'arbaah 21 Street, Tel Aviv, attention: Yosef Ben Shalom, with a copy to Alan Sacks, Herzog, Fox and Neeman, 4 Weismann Street, Tel Aviv and (b) if to the Company, to Yehuda Harats, Electric Fuel Ltd., Western Industrial Zone, P.O. Box 641, Bet Shemesh 99000, Israel, with a copy to Dan Geva or Raanan Lerner, Adv., Meitar, Liquornik, Geva & Co., 16 Abba Hillel Silver Road, Ramat Gan 52506, Israel.

This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to any conflicts or choice of law principles which would cause the application of the internal laws of any jurisdiction other than the State of Israel.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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Please confirm that the foregoing correctly sets forth the agreement among us.

Very truly yours,

ELECTRIC FUEL CORPORATION

By _____
Title:

Agreed and accepted:

KOOR INDUSTRIES LTD.

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "AGREEMENT") is made as of the 17th day of May, 2000, by and between Electric Fuel Corporation ("EFC") and Koor Industries Limited ("KOOR").

RECITALS

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WHEREAS, Koor has purchased certain Common Stock of EFC in accordance with a Share Purchase and Agreement (the "INVESTMENT AGREEMENT"), dated as of May 17, 2000, made by and among EFC and Koor.

WHEREAS, EFC would like to grant Koor certain registration rights with respect to their Common Stock in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

CERTAIN DEFINITIONS

The term "Act" means the Securities Act of 1933, as amended.

The term "Form S-3" means such form under the Act as in effect on the date hereof or any registration form under the Act subsequently adopted by the SEC as a successor thereto which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

The terms "register", "registered" and "registration" refer to a registration effected by preparing and filing a registration statement or similar document in compliance with the Act, and the declaration or ordering of effectiveness of such registration statement or document.

The term "Holder" refers to a holder of Registrable Securities.

The term "Registrable Securities" means all EFC Common Stock purchased by Koor under the Investment Agreement; provided, however, that any Common Stock that could be distributed by the holder thereof (in accordance with applicable law) within three (3) months without the registration of such shares, shall not be deemed to be Registrable Securities.

The term "SEC" shall mean the Securities and Exchange Commission.

REGISTRATION RIGHTS

Following the Closing of the Investment Agreement, EFC shall file as soon as possible with the SEC a registration statement on Form S-3 (the "Registration Statement") and shall use its best reasonable efforts to have such Registration Statement to be declared effective as soon as possible with the SEC, which shall include all of the Common Stock issued to Koor under the Investment Agreement.

LOCK UP BY KOOR

Koor undertakes not to:

Sell, transfer, pledge or otherwise dispose of any of the Common Stock issued to it under the Investment Agreement prior to the completion of 2 months as of the closing of the Investment Agreement.

Sell, transfer, pledge or otherwise dispose of more than 33.33% of the Common Stock issued to it under the Investment Agreement prior to the completion of 4 months as of the closing of the Investment Agreement.

Sell, transfer, pledge or otherwise dispose of more than 66.66% of the Common Stock issued to it under the Investment Agreement prior to the completion of 6 months as of the closing of the Investment Agreement.

Notwithstanding anything to the contrary herein, Koor may enter into private Hedging transactions with respect to the Registrable Securities.

None of the information supplied or to be supplied by EFC for inclusion or incorporation by reference in the Registration Statement will, at the time the Registration Statement are filed with the SEC and at the time they become effective under the Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statement therein not misleading.

EFC will pay all expenses in connection with the filing of the Registration Statement, other than expenses of Koor's counsel, and shall keep the Registration Statement effective and current until the completion of a period of 18 months as of the date the completion of the lock up on the Common Stock held by Koor as detailed in Section 3.1 above. plus any applicable Disclosure Blackout Period, Non-Disclosure Blackout Period and Primary Offering Black Out Period (collectively, the "Effectiveness Period").

With a view to making available to the Holder the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of EFC to the public without registration or pursuant to the registration statements on Form S-3, EFC agrees to:

- (a) make and keep public information available, as those terms are understood and defined in SEC Rule 144, at all times;
- (b) file with the SEC in a timely manner all reports and other documents required of EFC under the Securities Act and the 1934 Act; and
- (c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request a written statement by EFC that it has complied with the foregoing subsections 6(a) and 6(b).

In the event that Koor shall unreasonably delay any action required to be taken by it in order for EFC to be able to file a Registration Statement in compliance with the foregoing provisions, EFC shall not be deemed to be in breach of these provisions in respect of non-registration of the pertinent shares of Koor under such Registration Statement.

If EFC determines in good faith that the Registration Statement includes an untrue statement of a material fact or omits to state a material fact required to be stated therein as necessary to make the statements therein not misleading in light of the circumstances then existing, EFC shall promptly make such disclosure and amend any such Registration Statement as may be required under applicable securities laws to keep such Registration Statement effective, and Koor shall, upon receipt of notice from EFC to that effect, be prohibited from reselling any EFC Common Stock for a period of 60 days ("Disclosure Blackout Period"), unless EFC notifies them of the earlier termination of any Disclosure Blackout Period; provided, however, that in no event shall a cumulative Disclosure Blackout Periods exceed 60 days during any 12-month period.

Notwithstanding the aforesaid, if EFC's Board of Directors determines that the registration and distribution of the EFC Common Stock pursuant to a Registration Statement would interfere with any pending financing, acquisition, public offering, corporation reorganization or any other material corporate development involving EFC (or would require premature disclosure thereof), during the Effectiveness Period, EFC may at any time and from time to time give Koor written notice of such determination and upon receipt of such notice, Koor shall be prohibited from reselling any EFC Common Stock for a period of up to 60 days (a "Non-Disclosure Blackout Period"), unless EFC notifies Koor of the earlier termination of any Non-Disclosure Blackout Period; provided, however, that in no event shall the cumulative Non-Disclosure Blackout Period exceed 120 days during the Effectiveness Period.

In addition, if EFC sells shares of its Common Stock in an underwritten public offering (the "Primary Offering") pursuant to a registration statement, Koor shall be prohibited from reselling any EFC Common Stock for a period of 180 days from the effective date of such Primary Offering (a "Primary Offering Black Out Period"), unless EFC notifies Koor of the earlier termination of such Primary Offering Black Out Period.

INDEMNIFICATION RELATING TO THE REGISTRATION STATEMENT

To the extent permitted by law, EFC will indemnify and hold harmless the Holder, the partners, officers, directors and shareholders of the Holder, legal counsel and accountants for the Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls Holder or underwriter within the meaning of the Securities Act or the 1934 Act against any losses, expenses, claims, damages, or liabilities to which they become subject under the Securities Act, the 1934 Act or other United States federal or state laws or the securities laws of the State of Israel or any other jurisdiction in which the Registrable Shares are sold, insofar as such losses, expenses, claims, damages, or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "violation"): (i) any untrue statement of a material fact contained in

such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) 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 light of the circumstances under which they were made, or (iii) any violation or alleged violation by the Company of the Securities Act, the 1934 Act, any Federal or state securities law or any rule or regulation promulgated under the Securities Act, the 1934 Act or any federal or state securities law, or any of

the securities laws of the State of Israel or any other jurisdiction in which the Registrable Shares are sold or any rule or regulation thereunder; and EFC will reimburse each such Holder, officer or director, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, or action; provided, however, that the indemnity agreement contained in this Section shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld), nor shall the Company be liable to the Holder, underwriter or controlling person in any such case for any such loss, claim, damage, liability, or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished to the Company expressly for use in connection with such registration by the Holder, underwriter or controlling person provided further, however, that the foregoing indemnity agreement with respect to any preliminary prospectus shall not inure to the benefit of any Holder or underwriter, or any person controlling such Holder or underwriter, from whom the person asserting any such losses, claims, damages or liabilities purchased shares in the offering, if a copy of the prospectus (as then amended or supplemented if the Company shall have furnished any amendments or supplements thereto) was not sent or given by or on behalf of such Holder or underwriter to such person, if required by law so to have been delivered, at or prior to the written confirmation of the sale of the shares to such person, and if the prospectus (as so amended or supplemented) would have cured the defect giving rise to such loss, claim, damage or liability.

To the extent permitted by law, each selling Holder will indemnify and hold harmless EFC, each of its directors, each of its officers who have signed the Registration Statement, each person, if any, who controls EFC within the meaning of the Securities Act, any underwriter (within the meaning of the Securities Act) for EFC, any person who controls such underwriter, and any Holder selling securities in such registration statement or any directors or officers or any persons controlling such parties, against any losses, claims, expenses, damages, or liabilities to which any of the forgoing persons become subject under the Securities Act, the 1934 Act or other United States federal or state securities law, or any of the securities laws of the State of Israel or any other jurisdiction in which the Registrable Shares are sold, insofar as such losses, expenses, claims, damages, liabilities (or actions in respect thereto) arise out of or are based upon any Violation (including alleged Violation), in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished to EFC by such Holder expressly for use in connection with such registration; and each such Holder will reimburse any persons intended to be indemnified pursuant to this section for any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity

agreement contained in this Section shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld: provided that in no event shall any indemnity under this Section exceed the gross proceeds from the offering received by such Holder.

Promptly after receipt by an indemnified party of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 11, notify the indemnifying party in writing of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to notify an indemnifying party in writing within a reasonable time of the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnifying party under this Section 11, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 11.

If the indemnification provided for in this Section 11 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage or

expense, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission.

The obligations of EFC and the Holder under this Section 11 shall survive the completion of any offering of Registrable Securities hereunder.

MISCELLANEOUS.

Further Assurances. Each of the parties hereto shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this Agreement and the intentions of the parties as

reflected thereby.

Governing Law; Jurisdiction. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court of Tel Aviv-Jaffa district, and each of the parties hereby submits irrevocably to the jurisdiction of such court.

Successors and Assigns. This Agreement and the rights hereunder shall be deemed to be solely for the benefit of Koor and its successors, and the registration rights hereunder may not be assigned or transferred to third parties.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first hereinabove set forth.

ELECTRIC FUEL CORPORATION
BY: _____

KOOR INDUSTRIES LIMITED
BY: _____

TERMINATION AND RELEASE AGREEMENT

This Termination and Release Agreement (the "TERMINATION AGREEMENT") is entered into as of May 17, 2000, by and among Electric Fuel Corporation, a company incorporated under the laws of Delaware, with principal offices at Western Industrial Zone, P.O. Box 641, Bet Shemesh 99000, Israel ("EFC"), Tadiran Limited, a company incorporated under the laws of the State of Israel, with principal offices at [_____] ("TADIRAN"), Tadiran Batteries Limited, a company incorporated under the laws of the State of Israel, with principal offices at [_____] ("TADIRAN BATTERIES"), Tadiran Electric Industries Corporation, a company incorporated under the laws of the State of [____], with principal offices at [_____] ("TEI"), Koor Industries Ltd., a company incorporated under the laws of the State of Israel, with principal offices at Beit Platinum, Ha'arbaah 21 Street, Tel Aviv, Israel ("KOOR"), Robert S. Ehrlich and Yehuda Harats

WITNESSETH

WHEREAS EFC, Tadiran, Tadiran Batteries and TEI are parties to a Share and Assets Purchase Agreement (the "MERGER AGREEMENT"), dated as of March 15, 2000, which is attached as SCHEDULE "A" hereto; and

WHEREAS EFC and Koor are parties to a Common Stock Purchase Agreement (the "PURCHASE AGREEMENT"), dated as of March 15, 2000, which is attached as SCHEDULE "B" hereto; and

WHEREAS Robert S. Ehrlich, Yehuda Harats, Koor and Tadiran are parties to a Voting Rights Agreement (the "VOTING AGREEMENT"), dated as of March 15, 2000, which is attached as SCHEDULE "C" hereto; and

WHEREAS EFC, Tadiran and Koor are parties to a Registration Rights Agreement (the "REGISTRATION AGREEMENT"), dated as of March 15, 2000, which is attached as SCHEDULE "D" hereto; and

WHEREAS the parties wish to terminate and revoke the Merger Agreement and the Voting Agreement and make certain changes to the provisions of the Purchase Agreement and the Registration Agreement, all in accordance with the terms set forth below

NOW, THEREFORE, for value received herein, the parties hereby agree as follows:

Termination of the Merger Agreement and the Voting Agreement: Reference is made to the New Purchase Agreement (as such term is defined in Section 0 below). The term "Closing" as used herein shall have the same meaning ascribed to such a term in the New Purchase Agreement. As of and subject to the Closing of the transactions contemplated under the New Purchase Agreement, the Merger Agreement and the

Voting Agreement (collectively, the "Agreements") shall be terminated by mutual consent (which is hereby given) of all of the parties thereto, shall be of no legal force and effect and shall not bind any of the parties thereto with respect to any representations, warranties, covenants or actions to be taken by each such party pursuant to such Agreements. As of the Closing every party to the Agreements does hereby release, acquit and forever discharge each of the other parties to the Agreements from any and all claims, demands, liabilities, responsibilities, disputes, causes of action and obligations relating to such Agreements.

Amendment of the Purchase Agreement and the Registration Agreement: As of and subject to the Closing, the provisions of the Purchase Agreement and the Registration Agreement shall be amended and replaced with the purchase agreement (the "New Purchase Agreement") and the registration agreement (collectively, the "New Agreements") attached hereto as Schedules 2A and 2B. The parties agree that as of the Closing the terms of the New Agreements supercede and revoke the terms of the Purchase Agreement and the Registration Agreement and, without derogation from the terms of the New Agreements which shall be in full force and effect, release, acquit and forever discharge each of the other parties to the Purchase Agreement and the Registration Agreement from any and all claims, demands, liabilities, responsibilities, disputes, causes of action and obligations relating to such agreements.

Amendments, Waivers, Etc. This Termination Agreement may not be amended, changed, supplemented, waived or otherwise modified or terminated, except upon the entering into and delivery of a written agreement entered into by the parties hereto.

Effect: This Termination Agreement shall enter into effect upon the Closing

of the New Purchase Agreement and the consummation of the Offering (as such a term is defined in the New Purchase Agreement) thereunder.

Notices. For purposes of this Termination Agreement, the addresses of the parties shall be as set forth in the New Agreements.

No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Termination Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

This Termination Agreement may be entered into in any number of counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.

Governing Law. This Termination Agreement shall be governed and construed in accordance with the laws of the State of Israel, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be duly signed on May 17, 2000.

Electric Fuel Corporation	Tadiran Electric Industries Corporation	Tadiran Limited	Tadiran Batteries Limited
By: _____	By: _____	By: _____	By: _____
Koor Industries Ltd.	Robert S. Ehrlich	Yehuda Harats	
By: _____	_____	_____	