ittee of Jewish Law for Investments and Foundations

of the judges of the Rabbinical Court of
Rabbi S. Wosner and Rabbi N. Karelitz

HETER ISKA (DOCUMENT GRANTING PERMISSION TO PERFORM TRANSACTIONS ACCORDING TO JEWISH LAW)

According to the decision of the responsible authority of the Company **YELLOWSTONE REAL ESTATE CAPITAL LTD, Company Nr. 2203094** (hereinafter: "the Company"), we, the undersigned, hereby make known and undertake on behalf of the Company with all of its branches, to all those who make a connection with the Company:

that all money and transaction matters that may possibly entail a prohibition of interest according to Jewish law in which the Company will be involved – whether regarding what the Company gives to others or what others obligate themselves to the Company, or what the Company receives from others or obligates itself to others, including money paid in advance and postponed payments and all the like, including also acceptance of guarantee or responsibility, even if the terms "loan" or "interest" is mentioned therein – should be considered to be in the hands of the Receiver and/or the debtor (hereinafter: "the Receiver") as an *Iska - transaction* - as our Rabbis of blessed memory have regulated. The Giver and/or the one who others obligate themselves to him, are hereinafter defined "the Giver". The part of the Receiver in profits shall be half of the profit, and in losses, the Receiver shall bear one third and the Giver two thirds.

If there is a fear that this condition may not nullify the prohibition of interest thereof, the conditions of dealing shall be considered as a *entire deposit* in the hands of the Receiver, and the Giver will have responsibility in all losses, and in case of profits – seventy five percent of the profit shall be the Giver's and the rest for the Receiver.

The responsibility of the Receiver on the deposit part in case of *Iska – transaction*, or on everything in case of *entire deposit*, is as the law of a paid guardian, and includes responsibility on all actions of someone acting on behalf of the Receiver.

For any debt and/ or payment that if it were to be paid on a specific date, interest or linkage would not be added to it, and when the date of payment is delayed or extended, any sort of interest and/or linkage is added to that debt – this debt shall be considered as an *Iska- transaction* or as a *entire deposit* from the a/m specific date, according to the a/m conditions.

The Receiver, whether in case of a *Iska - transaction* or in case of a *entire deposit*, shall bestow joint ownership to the Giver, in return and in the value of the transaction, - according to the assessment of experts which shall be determined by the Company - in his profitable [and/or expected to be profitable] transactions and properties [including properties used by the Receiver who will be obligated to pay rent for his use], whether in movable properties or immovable properties, - all transactions and properties of above which the Receiver has authority to bestow joint ownership to the Giver for the sake of the *Iska* [including those of other companies owned by the Receiver and including those owned by the Receiver personally not under the name of a Company – in case it is necessary to be includid] and those which the Giver can get ownership without a fear of interest prohibition – but only those which there is no fear of their ownership and activity being forbidden or can be forbidden in future according to Jewish law, and only those whice all parts of this agreement can be fulfiled. Afterwards the Receiver shall deal in these transactions and properties for the sake of the *Iska – transaction* or *entire deposit* in a permissible manner. And even if the transaction will be given for a specific purpose, the Receiver shall bestow joint ownership to the Giver in all his transactions and properties as said above. It is to be clarified, that in case transactions and properties of the *Iska – transaction* or *entire deposit* will be in a state, that they seem to become changed from the above definition, they will be replaced with transactions and properties whice are fitting the above definition.

All the acquisitions and undertakings shall occur for the sake of the Giver in a permissible and valid manner according to Torah Law and the Regulation of our Rabbis of blessed memory, including the acquisition through the "benefit from the forgiveness of the debt" [הנאת מחילת המלוה] in case it is necessary. Even where it is customary writing a contract, all possible acquisitions and undertakings shall occur on any event. The returning of the transactions and properties at the time of payment from Receiver to Giver, will be according to the value of the transactions and properties at time of returning, according to the assessment of experts as mentioned above, in a permissible and valid manner of purchase.

The Receiver shall not be believed concerning the loss of capital, as well as for the extent of the profit or for nonprofit, except under oath by holding a *Sefer Torah* (the oath will be done by the Receiver or by someone acting on his behalf which will be appointed by the Receiver for this purpose), or valid witnesses according to Jewish law, both together with approved account books as customary. In any case where according to

Halachic rules it is not possible to require from the Receiver the above proof, the Receiver will have to bring other proofs which will be the most possible close to the above mentioned proofs, according to what the judge shall determine according to his consideration, in a permissible Halachic manner.

Despite the above, it is agreed upon both sides, that if the Giver is given for his portion of the profits according to that which was agreed and/or will be agreed between him and the Receiver, including various types of differences in linkage; then the Receiver will be exempt from any other payments, and from any obligation of proving, because the rest of the profits belong only to him. Therefore, in case of bonds (אג"ח) which the company issued and/or will issue, if the company will pay the Giver according to what is agreed in the conditions of the bond, the company will be exempt from any other payments.

It is hereby stipulated that any payment and/or benefit that will be given in a manner where it could entail a prohibition of interest, the payment and/or benefit shall be a deduction and a payment on the account of the debt in the most permissible manner, and the continuation of the *Iska – transaction* or *entire deposit* will be in accordance to the conditions agreed between the Giver and the Receiver respectively to the deduction. In case which the above deduction is not appropriate, will apply on that payment and/or benefit the terms of an *Iska* of *entire deposit*.

It is hereby agreed, that if there is or there will be any debt with a prohibition of interest according to Jewish law, for which this *Heter Iska* did not apply at the beginning or at some period of the debt – as soon as it will be possible for this *Heter Iska* to apply to it, it shall apply on the part of the debt which is permitted to collection, in the most effective and valid undertaking according to Torah laws manner in order to prevent the prohibition of interest and other prohibitions according to Jewish law. The acquisitions will be valid through the "benefit from the forgiveness of the debt" [הנאת מחילת המלוה] and/or any other way of validation. From this time and further the Giver will have ownership in the transactions and properties of the Receiver according to all above mentioned conditions, and the Receiver will deal in these transactions and properties for the sake of the *Iska – transaction* or *entire deposit*. All the commitments and payments which are calculated and considered for the sake of the period before the application of the *Heter Iska*, are to be valid and interpreted only at the amount and on the way fitting this *Heter Iska*.

Likewise, it is stipulated, that if the payment is delayed beyond the time determined between the Parties, then the *Iska – transaction* or *entire deposit* shall continue according to the a/m conditions until the end of the payment.

All this has been decided by the responsible authority of the Company, with a binding decision, and there is validity and obligation to this decision as towards any other of the Company's regulations; and there is no permission for anyone to act on behalf of the Company not according to the conditions of this *Heter Iska*. This document is part of the contractual communication of the Company and those who deal with the Company, it obligates in any legal deliberation, and it will have validity over any agreements or commitments that are in contrast with it. Even if for whatever reason the Receiver or Giver did not know about this *Heter Iska*, all money and transaction matters shall act according to all the a/m conditions.

The Company confirms doing a "Separate Agreement" of this *Heter Iska* with anyone who is interested in it, through registration in the website of "Mechon Keter LeKalkala Al Pi Hatorah" and/or "Mechon Heter Iska LaMihadrin" and/or any other website and/or place that activates or will activate such an arrangement.

In case of any doubt about this document it shall be interpreted in a manner that upholds the document and not in a manner that cancels it. If there is any detail in this *Heter Iska* which for any reason will not apply, or that due to it a possibility of the prohibition of interest is caused or will cause - the validity of the main agreement will not be cancelled; rather, it shall apply except for this detail, in the most valid and effective manner according of the rules of this *Heter Iska*.

We acknowledge and admit, that concerning everything from the a/m which can be fulfilled now, we did the most valid undertaking in the most effective manner, to apply immediately, with all Halachic rulings regarding conditions and acquisitions and commitments , and that it was made in a respectable Rabbinical Court. Also, the acceptance of money and/or the registration of a relationship between the Giver and the Receiver shall be an admission that all acquisitions and commitments of above were fulfilled and done in the most effective manner. Likewise, in future, everything will be done in the most valid undertaking and in the most effective manner.

In witness thereof, on behalf of the Company on the date ____________

Signature and seal **YELLOWSTONE REAL ESTATE CAPITAL LTD**

______________ Boaz Abramov ______________