**Agreement**

December 17, 2007

Between Ahavat Shalom Charity Fund, of the first part – (the “Donor”)

And the Esh Hachesed Association (NPO) – (the “Recipient”)

1. The Donor will provide the Recipient with amounts of up to USD 400,000 in other to purchase a property on Gesher Hachaim Street in Jerusalem, which is an underground hall that requires renovations and improvements. Said amount appears to be sufficient for purchase of the property and for the associated expenses (taxes, legal fees, etc.).
2. The amounts will be provided at the Recipient’s request and will be set aside for purchase of the aforementioned property, in a manner that will make it possible to make the payments required to purchase the property.
3. Both parties are aware that the property requires further investments and improvements, and that this is a lengthy process that will require additional funds.
4. The Donor does not currently undertake to invest further amounts, but may do so of its own volition. In any event, the Recipient is responsible for investing the additional amounts and for making the property useable.
5. The Recipient undertakes that the property will be used for its direct activity.
6. If the Recipient does not manage to raise contributions to make the property usable, or does not succeed in making it usable for any other reason by the defined time limit, the property will be sold and its consideration will be transferred back to the Donor.
7. The time limit is a period of 20 years from the date that this agreement is signed.
8. Notwithstanding that stated in Section 6, if the consideration is higher than the amounts provided by the Donor to the Recipient (in nominal NIS), the Recipient will keep the difference, and it will be used for purposes of activities within the scope of its objectives. Said use will be within three years from the date that the surplus consideration is received.
9. Notwithstanding that stated in Section 8, the Donor will be able to permit the Recipient to purchase a replacement property.
10. If the price of the replacement property is lower than the amount that was provided by the Donor to the Recipient (in nominal NIS), the difference will be transferred to the Donor.
11. The Donor will have the right to demand that the majority of the members of the Recipient and majority of the members of its board be appointed subject to its approval. The Donor declares that it finds the current composition of board members to be acceptable. Any change will require the Donor’s agreement. A change without agreement will mandate the Recipient to immediately return the value of the property or its cost, linked to the transfer currency and with the addition of 5% interest, whichever is higher, to the Donor.
12. Notwithstanding that stated in Section 5, if the Donor sees fit it can allow the property to be rented and for the consideration to be used for purposes of the Recipient’s objectives. Agreement to such must be in writing and may be accompanied by certain restrictions.
13. For the sake of clarification, apart from the funds that are the subject of this agreement, the Donor will occasionally transfer additional funds for ongoing activities, and it may also permit use of the original funds for the purpose of ongoing activities.
14. In the event of a dispute between the parties, a single arbitrator will be appointed who resides in London, and his rulings will be binding on the parties and will have the status of a court judgement.

As proof of our agreement we affix our signature on the aforementioned date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counsel for the Donor Counsel for the Recipient

**Agreement**

January 26, 2009

Between Ahavat Shalom Charity Fund, of the first part – (the “Donor”)

And the Esh Hachesed Association (NPO) – (the “Recipient”)

Further to the agreement between the parties dated December 17, 2007, and after it transpired that in order to make the property on Gesher Hachaim Street in Jerusalem useable, an additional area, marked as block 30075, lot 186, sublot 41 should be purchased, which will provide access routes and airways and enable the more suitable use of the property; and since currently the most reasonable option is purchasing the rights of use of the aforementioned additional area; it was therefore agreed:

1. The Donor will provide the Recipient with an additional amount of USD 100,000 to purchase the additional area in any manner possible.
2. The Recipient will make an effort to reach an agreement regarding purchase of the additional area within 5 years from the date that this agreement is signed.
3. All of the terms agreed upon in the agreement of December 17, 2007 will also apply to this agreement.

As proof of our agreement we affix our signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counsel for the Donor Counsel for the Recipient