



TRUST AGREEMENT

Drawn up and signed, with G-d's help, in _____
on the ___ day of the month of _____ in the year 5768 (____/____/200__)

Between: **Shomrei Shvi'it Ltd.**
Private company no. 51 – 3981415
of 8 Hamarpeh Street, Jerusalem
(hereinafter: the "**Trustee**")

of the first part

And: _____
Bearer of ID no. _____
Of _____
(hereinafter: the "**Beneficiary/ Beneficiaries**")

of the second part

PREAMBLE:

WHEREAS: The Beneficiary is appointing the Trustee as a representative to purchase for him ___ units of land in the State of Israel, at such rate that each unit of land shall not be less than four square cubits (approximately 1.35 sq.m.) (hereinafter: the "**Object of Sale**");

AND WHEREAS: The Beneficiary wishes to purchase land, through the Trustee, which is situated in the Zichron Yaacov area, which is also known as Block 11326, Parcel 29-30, or in an alternative asset at similar terms, in the Trustee's discretion (hereinafter: the "**Asset**");

AND WHEREAS: The Beneficiary has been informed of the legal, planning and physical situation of the Asset, and he wishes to purchase the Object of Sale for him, for the purpose of performing the commandment of leaving field fallow during the *Sabbatical* year;

AND WHEREAS: The Beneficiary is obligated to keep the Jewish law and the commandments and wishes to keep the commandment of leaving field fallow during the *Sabbatical* year, and he wishes to give the Trustee irrevocable instructions for the purchase of the Object of Sale for him and also with regard to the sale thereof after the *Sabbatical* year to any third party;

AND WHEREAS: The Beneficiary has instructed the Trustee to purchase the Object of Sale for him, in such location in the Asset as the Trustee shall deem fit, and the Trustee agrees to purchase the Object of Sale for the Beneficiary;

The following has therefore been agreed and stipulated between the parties:

1. The Preamble to this Agreement forms an essential and integral part hereof.
2. The Beneficiary has thoroughly examined the legal and planning situation of the Asset and wishes to purchase ___ units of the Object of Sale. The Beneficiary is aware that parts of the Asset are being sold

concurrently to different people, and he grants his consent thereto, in advance. In addition, the Beneficiary is aware that the owner of the land will retain rights in various parts of the Asset. In addition, the Beneficiary is aware that there is an Agreement for the Joint Ownership of Land between all the purchasers, which formalizes the rights of all the purchasers according to their parts in the Asset, and in the purchase of the Asset through the Trustee, he is bound by all the provisions of the Agreement for the Joint Ownership of Land and he authorizes the Trustee to sign the Agreement for the Joint Ownership of Land on his behalf.

3. The Beneficiary hereby gives the Trustee an irrevocable instruction to purchase the Object of Sale for him, from the vendor.
4.
 - a. For each unit of the Object of Sale, the Beneficiary agrees to pay an amount which shall not exceed \$50 plus the purchase tax duly applicable to this purchase.
 - b. The payment shall be as determined in the agreement between the Trustee and the vendor.
 - c. All the taxes and charges which shall apply to the Trustee as a result of the purchase of the Asset shall apply to the Beneficiary and shall be paid by him.
5. All the financing sources for the purchase of the Asset and the costs related thereto, shall apply to the Beneficiary and shall be at his expense.
6. The Beneficiary shall pay the Trustee his expenses in respect of his handling of the purchase of the Asset and the current handling of the Asset, the total amount of \$130 for each unit of land, in addition to the purchase price. This amount shall include all the taxes in respect of the purchase of the land for the Beneficiary and all the expenses and taxes in respect of the sale of the land to another, including payments in respect of land appreciation tax, sale tax, purchase tax, and VAT, if applicable. This amount shall not be repaid to the Beneficiary under any circumstances or in any manner, including if the purchase is cancelled.
7. The Beneficiary hereby authorizes and empowers the Trustee, by way of an irrevocable instruction, to sell all of the rights which he purchased in the Asset, when out of all of the consideration which shall be received from the sale of the Asset to its original owner, the Beneficiary hereby instructs the Trustee to first pay all of the expenses, including the various tax expenses, if applicable, and the Trustee shall receive the balance as fees.
8. The Beneficiary hereby waives any claim of fraud between the act of the purchase and the subsequent sale.
9. The Beneficiary, by affixing his signature to this Trust Agreement, empowers the Trustee to abandon the crop growing on his part, and should the Trustee abandon the crop, it shall be deemed as if the Beneficiary himself abandoned the crop.
10. The Beneficiary hereby gives the Trustee an instruction to leave the asset open, and not to prevent the entry of people.
11. The Beneficiary authorizes the Trustee to perform any act as he shall deem fit, all subject to the provisions of the venerable Rabbi Shmuel Eleazar Stern, may he live long and happily.
12. The parties hereby appoint the venerable Rabbi Shmuel Eleazar Stern, may he live long and happily, to serve as an arbitrator between them, in all matters pertaining to and arising from this Trust Agreement, and the signing by the parties of this Agreement shall be deemed to be the signing of an arbitration agreement.
13. The parties are aware that pursuant to this Agreement and the purchase and sale agreements, possessions will be acquired which are useful pursuant to Jewish law, and it is agreed that each possession may operate in its own right, in a useful manner.

In Witness Whereof The Parties Hereto Have Hereunto Set Their Hands:

Shomrei Shvi'it - Trustee

Beneficiary

סעיף 98(ג) לחוק: "מי שמסר הצהרה, ידיעה או הודעה ביודעין שאינה נכונה, דינו-מאסר שנתיים או קנס 36,000 ש"ח, או קנס שהוא פי שלושה מסכום המס שלא שולם בגלל אותה עבירה - הכל לפי הסכום הגבוה יותר."

הודעה על נאמנות

לפי סעיף 74 לחוק מס שבח מקרקעין, התשכ"ג - 1963

הריני מוסר/ת בזה הודעה לפי סעיף 74 לחוק מס שבח מקרקעין, התשכ"ג - 1963

א. פרטי הנאמן

מספר זהות/איגוד	שם פרטי ומשפחה/איגוד	כתובת
5 1 3 9 8 1 4 1 5	שומרי שביעית בע"מ	רח' המרפא 8 הר חוצבים ירושלים

ב. פרטי הנהנה בשבילו/ה נרכשה הזכות

מספר זהות/איגוד	ID	שם פרטי ומשפחה/איגוד	Name	כתובת	Address

ג. פרטי הזכות שנרכשה

במקרקעין				
נוש	חלקה	תת-חלקה	כתובת	תאריך רכישה
11326	29-30		זכרון יעקב	
באיגוד מקרקעין				
מספר איגוד	שם	מהות הזכות		

ד. מידע על יצירת וקיום הנאמנות (סמך/י + במשבצת

מצורף הסכם הנאמנות אין הסכם הנאמנות

פירוט התשלומים ע"י הנהנה (לרבות המחאות לפירעון מאוחר יותר)

הסכום בש"ח	משוך על בנק	סניף	לפקודת	תאריך
1				
2				
3				
4				
5				

הערות (לרבות מסמכים אחרים הקשורים לנאמנות שיש לצרפם):

ה. הודעת הנאמן

ביודעי העונשים הקבועים בחוק, הנני מצהיר/ה בזה כי:
 כל הפרטים בהצהרתי הם נכונים, מדויקים ושלמים.
 הנני מבקש כי כל החזרי תשלומים ששולמו ביתר בקשר לרכישה/מכירה זו יועברו לידי שומרי שביעית בע"מ ח.פ. 513981415

שומרי שביעית בע"מ
 תאריך _____ שם _____ חתימה _____

ו. הודעת הנהנה

1. הנני מצהיר/ה בזה כי הזכות במקרקעין, שהוצהר עליה כאמור עפ"י סעיף 74 לחוק, נרכשה עבורי במימוני במתנה ועפ"י הוראותי

2. ידוע לי כי אי תשלום המס יגרור פעולות אכיפה, ישירות כלפי, על כל המשתמע מכך.

3. יתרות זכות שיווצרו יועברו לידי לידי הנאמן

תאריך _____ שם _____ חתימה _____

אין לראות באישור המנהל על קבלת הודעה זו משום הסכמה לקיומם של יחסי נאמן ונהנה.

INSTRUCTIONS:

←

Please fill in your ID number (either your social security number or passport number), your full name and your address in the applicable boxes.

←

Please print and sign your name and write the date (day/month/year) in the appropriate boxes. You do not have to fill in the other sections.

To join, please fill out the requested information and send the forms on pp. 12-15 to our office

■ **Mail:** Shomrei Shvi'it, PO Box 18420, Jerusalem, Israel 91183

■ **Fax:** +972-2-571-7757;

■ **E-mail:** Scan the document and send as an e-mail attachment to: shomrei@shviit.com

Payment may either be made by credit card or bank transfer.

Customer details

First name _____ Last name _____ Country _____ State _____

City _____ Street address _____ Zip code _____

Phone _____ Mobile _____ Fax _____

E-mail address _____

CREDIT CARD DETAILS:

Name on Card _____ Card Type _____ Card Number _____

CVV2 # _____ Expiration Date _____ Total _____ Quantity _____

BANK TRANSFER:

PLEASE ATTACH TRANSFER APPROVAL TO SHOMREI SHVI'IT

THE FIRST INTERNATIONAL BANK OF ISRAEL LTD

SWIFT CODE: FIRBILITXXX

PAGI MODIIN ILIT BRANCH NO. 180

BRANCH ADDRESS: 46 AVNEI NEZER ST. MODIIN ILIT 71919 ISRAEL

ACCOUNT NO: 409-753734

HOW DID YOU LEARN ABOUT THE PROJECT?:

Kollel | yeshiva | friends | media | work | our representative | other _____

Date: _____ Signature: _____

Shomrei Shvi'it Representative

Client No: _____ Asmachta: _____