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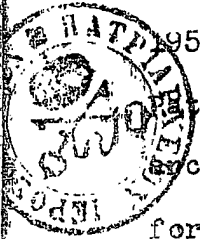
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העתק מתאים למקור
242/54
הנמצא בתיק מס' 590
שולם לפי מס' 22/2104
תאריך חתימה

מס. 6007 20 2009
מס. 28.02.2009
מס. 28.02.2009
מס. 28.02.2009

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THIS AGREEMENT is made this 12th day of March



1954, between HIS BEATITUDE SIR TIMOTHEUS TEMELIS, the Orthodox Patriarch of Jerusalem (also known as the Greek Orthodox Patriarch of Jerusalem) (hereinafter called "THE PATRIARCH") acting for and on behalf of the Greek Orthodox Patriarchate of Jerusalem (also known as the Greek Orthodox Patriarchate of Jerusalem) (hereinafter called "THE PATRIARCHATE") of the one part, and KEREN KAYEMETH LEISRAEL LIMITED, a company whose Head Office in Israel is situate at Keren Kayemeth Street, Jerusalem (hereinafter called "KKL.") of the other part.

WHEREAS THE PATRIARCHATE is the beneficial and registered owner of the immovable property more particularly described in the Schedule attached hereto and marked "A";

AND WHEREAS by a decision of THE PATRIARCH in Synod dated the 16th day of February, 1954 it was resolved that THE PATRIARCH, acting for and on behalf of THE PATRIARCHATE, shall enter into this Agreement with KKL. and lease to KKL. the said immovable property upon the terms and conditions hereinafter appearing;

AND WHEREAS in pursuance of the objects set out in its Memorandum of Association KKL. has from time to time been granting to various persons (which expression shall in these presents include corporate and unincorporate bodies) for cultivation, building and other purposes leases and subleases of land belonging or leased to it;

AND WHEREAS the consent of the Competent Authority of the Government of Israel required under Regulation 12A(1) of the Defence (Finance) Regulations, 1941, concerning the payments as provided in this Agreement has been obtained;

KEREN KAYEMETH LEISRAEL LIMITED

NOW THEREFORE IT IS HEREBY AGREED AND DECLARED as

follows:-



THE PATRIARCHATE agrees to lease to KKL. and KKL.

agrees to take on lease from THE PATRIARCHATE at the competent Land Registry in Israel all and singular the Land comprised within the boundaries of the Turkish Kushans described in the Schedule attached hereto and marked "A" and delineated in

on the plan attached hereto and marked "B", the aggregate registered area of which land is given in the said Turkish Kushans being 4,323.500 metric dunams but the real aggregate area thereof being 19,018 dunams 659.46 metres, together with all trees plants buildings structures wells cisterns pipes drains sewers culverts and other fixtures of any nature and all minerals including mineral oil in or over the said land and all rights, easements and servitudes belonging or appertaining thereto or enjoyed therewith (which land together with all trees plants buildings structures wells cisterns pipes drains sewers culverts and other fixtures of any nature and all minerals including mineral oil in or over the said land and all rights easements and servitudes from time to time attaching or appertaining or belonging thereto or enjoyed therewith shall hereinafter be called "THE SAID IMMOVABLE PROPERTY").

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2. Subject to the provisions of Clause 5 hereof the period of the said Lease (hereinafter sometimes called "THE LEASE and sometimes "THIS LEASE") shall be 99 (ninety-nine) years (the expression "year" and "month" in this Agreement shall mean Gregorian calendar year or month as the case may be) commencing from the date of registration thereof at the

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KKL. shall hold and use THE SAID IMMOVABLE PROPERTY for cultivation building development and such other purposes as KKL. in its absolute discretion shall deem fit and shall be entitled to use THE SAID IMMOVABLE PROPERTY by itself, its assigns, sub-lessees or licencees in accordance with the terms of this Agreement with power from time to time to pull down demolish and uproot buildings structures plants trees wells cisterns pipes drains sewers culverts and other fixtures now or in future comprised in THE SAID IMMOVABLE PROPERTY. KKL. shall subject to the provisions of the law for the time being in force be entitled by itself its assigns sub-lessees and/or licencees to win all minerals including mineral oils in or over THE SAID IMMOVABLE PROPERTY by quarrying mining drilling or otherwise howsoever and to enjoy the benefits thereof in whatever manner it shall deem fit.

4. The rent in respect of THE SAID IMMOVABLE PROPERTY shall be as follows:-

(i) £30,000.- (Thirty Thousand Pounds Sterling of Great Britain) plus IL.90,000.- (Ninety Thousand Israel Pounds) in respect of the period of the first 35 (thirty-five) years from THE COMMENCING DATE (hereinafter called "THE FIRST PERIOD OF LEASE");

(ii) £51,000.- (Fifty-one Thousand Pounds Sterling of Great Britain) in respect of the remaining 64 (Sixty-four) years of the period of THIS LEASE (hereinafter called "THE SECOND PERIOD OF LEASE").

The rent in respect of THE FIRST PERIOD OF LEASE shall be paid in advance on the signing of THIS LEASE at the competent Land Registry (and THE PATRI-ARCHATE hereby acknowledges having received the





rent in respect of THE FIRST PERIOD OF LEASE, namely £30,000.- plus IL.90,000.- together with a permit from the Controller of Foreign Exchange of the Government of Israel authorising the transfer of the said sum of £30,000.- (Sterling) from Israel abroad. The rent in respect of THE SECOND PERIOD OF LEASE shall be paid not later than the 1st day of April, 1956.

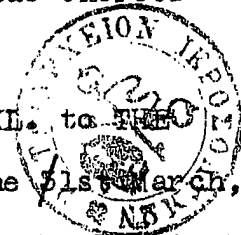
Payment of the rent in respect of THE SECOND PERIOD OF LEASE shall be made at Barclays Bank Ltd., 54 Lombard Street, London, E.C.3 (hereinafter called "THE LONDON BANK") in the following manner:-

Forthwith upon the execution of THIS LEASE KKL. shall deposit with Barclays Bank (D.C. & O.) at their Jaffa Road Branch in Jerusalem (hereinafter called "THE JERUSALEM BANK") -

- (i) a Promissory Note for £51,000.- (Fifty-one Thousand Pounds Sterling) signed by KKL. as makers maturing on the 1st day of April, 1956 (hereinafter called "THE MATURITY DATE") expressed to be non-negotiable and payable to THE PATRIARCHATE at THE LONDON BANK; and

- (ii) permission from the Controller of Foreign Exchange (in duplicate) authorising the making of the Note and the remittance thereof or the countervalue thereof in Sterling from Israel abroad; and

(iii) written irrevocable instructions from KKL. to THE JERUSALEM BANK to hold the Note until the 1st March, 1956, and thereafter to deliver it to THE PATRIARCHATE on demand against a receipt, but if KKL. will pay the Note at any time before delivery thereof to THE PATRIARCHATE as aforesaid THE JERUSALEM BANK shall in the said instructions be instructed to deliver the counter-



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demand against a receipt together with a duplicate of the permission mentioned in sub-para.(ii) above.

It shall be the duty of THE PATRIARCHATE to present the said Premissary Note for payment on THE MATURITY DATE (unless the said Note shall have been paid off before that date) at THE LONDON BANK only, and it shall be the duty of KKL. to pay the said Note at THE LONDON BANK on THE MATURITY DATE (unless as aforesaid) on presentment of the Note as aforesaid and save as aforesaid KKL. hereby waives the necessity of notice of presentment or pretest or other formalities that may be required by the law of Israel or of the United Kingdom in connection with the non-payment or dishonour of the said Note.

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5. If KKL. will fail to pay the said Note on or before THE MATURITY DATE THE PATRIARCHATE shall be bound within a period of 180 (One Hundred and Eighty) days from THE MATURITY DATE (unless the Note shall have been paid in the meantime) to exercise by notice in writing served on KKL. one of the following two options, viz.:-

(a) To leave the period of THE LEASE intact and to enforce payment of the Note (hereinafter called OPTION "A"); or

(b) To waive payment of the Note and to restrict the period of THE LEASE to the FIRST PERIOD OF LEASE only (hereinafter called OPTION "B");

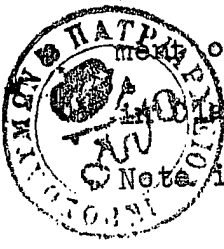
PROVIDED ALWAYS THAT if THE PATRIARCHATE shall not serve on KKL. within the said period of 180 days any notice of exercise of option hereunder, or if THE PATRIARCHATE will within the said period of 180 days institute any legal proceedings on the said Note, THE PATRIARCHATE shall be deemed to all intents and purposes to have exercised OPTION "A".

In the event of THE PATRIARCHATE exercising OPTION "A"

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ERREN KAYAMETH, ISRAEL LIMITED



it shall be entitled to take all legal steps to recover payment of the Note and shall notwithstanding anything contained in Clause 14 of this Agreement be entitled to sue KKL on the Note in England or in Israel as THE PATRIARCHATE may deem fit.



In the event of THE PATRIARCHATE exercising OPTION "B" the competent Land Registrar shall, upon the application of THE PATRIARCHATE and the production to him by or on behalf of THE PATRIARCHATE of the original Promissory Note and a copy of the Notice of the exercise of OPTION "B" and a receipt from the Post Office proving the posting of the said Notice to KKL., proceed as follows:-

- (a) The Registrar shall in writing notify KKL. at its Head Office in Israel of the fact that he has received an application from THE PATRIARCHATE and shall serve together with the said Notice a copy of the application and of all documents produced to him as aforesaid;
- (b) If within 30 (thirty) days from the service of such notice and other documents as aforesaid KKL. will not produce to the Registrar the original Promissory Note or a receipt of THE LONDON BANK or of THE PATRIARCHATE proving payment of the Note or a notice from THE PATRIARCHATE that THE PATRIARCHATE has exercised OPTION "A", the Registrar shall be and is hereby authorised to correct the registration by restricting the period of THE LEASE to THE FIRST PERIOD OF LEASE (namely to a period of 35 (thirty-five) years from THE COMMENCING DATE), and the provisions of this Clause shall serve as an application of both parties for such correction, PROVIDED THAT THE PATRIARCHATE shall upon such correction cancel the Promissory Note in the presence of the Registrar and deliver it to him to return to KKL.;



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To ensure the better performance of the said correction of the period of lease and, without derogating from the said powers of the Registrar, KKL hereby irrevocably appoints Advocate ANSHEL RAND of Jerusalem as the attorney of KKL for it and on its behalf to appear at the competent Land Registry and to sign all documents which may be necessary to effect the correction of the period of lease as aforesaid. PROVIDED ALWAYS THAT the said Power of Attorney shall expire upon THE PATRIARCHATE exercising OPTION "A" above. PROVIDED FURTHER THAT the granting of the Power of Attorney as aforesaid shall not derogate from the right of THE PATRIARCHATE to apply to the Competent Court for an order to correct the period of lease if THE PATRIARCHATE shall exercise OPTION "B" and the said RAND shall refuse or be unable to act on the said Power of Attorney or the Registrar shall refuse to correct the registration as aforesaid.



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6. THE PATRIARCHATE hereby undertakes to deliver to KKL prior to THE COMMENCING DATE a certificate or certificates from the Treasury of the Government of Israel and the local authorities to the effect that THE PATRIARCHATE has duly paid and/or has been duly exempted or released from the payment of all rates and rural property tax in respect of THE SAID IMMOVABLE PROPERTY up to the 1st day of April, 1954.

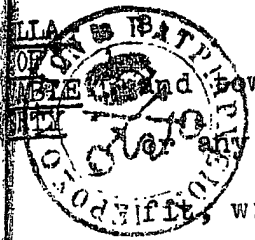
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7. THE PATRIARCHATE further undertakes to deliver to KKL on or before the registration of THIS LEASE vacant possession of THE SAID IMMOVABLE PROPERTY free from any tenants, trespassers and other occupiers of any nature whatsoever and free from any mortgage charge attachment or other encumbrance of any nature whatsoever.

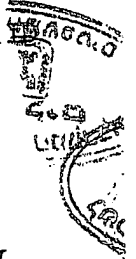


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KKL. shall be entitled to effect any parcellation and town and country planning of THE SAID IMMOVABLE PROPERTY or any part thereof as it shall in its absolute discretion deem fit, without the approval or consent of THE PATRIARCHATE, and it shall also be entitled to change, alter or modify any existing parcellation or town or country planning affecting THE SAID IMMOVABLE PROPERTY or any part thereof without such approval or consent.



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9. KKL. shall be at liberty from time to time and at any time during the currency of THE LEASE to assign, sublet, mortgage or charge its leasehold interest in THE SAID IMMOVABLE PROPERTY or any part thereof and to permit any sub-lessee or any person holding under him to sublet, mortgage or charge the said leasehold interest in respect of such part of THE SAID IMMOVABLE PROPERTY as will be included in his sub-lease.

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KKL.

10. KKL. for itself, its successors and assigns hereby agrees with THE PATRIARCHATE and undertakes:-

(a) To arrange for the release of THE SAID IMMOVABLE PROPERTY from the Custodian of Property of Absentee Persons;

(b) To pay regularly and punctually all government and local rates, taxes and other charges which may be payable in respect of THE SAID IMMOVABLE PROPERTY, whether by the owners or occupiers thereof, and to refund to THE PATRIARCHATE such rates, taxes and other charges as THE PATRIARCHATE may pay in pursuance of Clause 6 hereof in respect of the period commencing on THE COMMENCING DATE and terminating on the 31st day of March, 1954.

ARRANTIES
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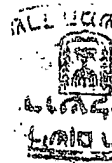
11. THE PATRIARCHATE hereby covenants with KKL. and warrants and represents as follows:

GREEN KAYE & CO. LIMITED

Att.
[Signature]



- (a) That THE PATRIARCHATE is the sole and absolute owner in possession of THE SAID IMMOVABLE PROPERTY; and That THE SAID IMMOVABLE PROPERTY is and will be registered free from any mortgage, charge, attachment or other encumbrance or lease or claim whatsoever; and
- (c) That THE PATRIARCHATE has not issued to any person any document or instrument derogating from or affecting the title of THE PATRIARCHATE to THE SAID IMMOVABLE PROPERTY or to the rights created by THIS LEASE, and will not grant or issue in future to any person any documents or instruments relating to THE SAID IMMOVABLE PROPERTY or any part thereof without the prior consent of KKL. in writing; and
- (d) That in the event of any person advancing any claim to THE SAID IMMOVABLE PROPERTY or any part thereof THE PATRIARCHATE will extend and grant to KKL. every assistance to enable it to lawfully refute such claim and will, if requested by KKL., appoint at the cost and expense of KKL. such attorney or attorneys as KKL. will in writing direct in order to represent THE PATRIARCHATE at the Competent Court (including Land Settlement Officer) in connection with any proceedings relating to such claims; and
- (e) That it will on or before the registration of THIS LEASE pay all government and local taxes and rates payable by law in respect of THE SAID IMMOVABLE PROPERTY, whether by the owner or occupier thereof, up to and including the 31st day of March, 1954; and
- (f) That KKL., its successors, assigns, sub-lessees and all persons holding under them, shall peacefully and quietly hold and enjoy THE SAID IMMOVABLE PROPERTY





during the term of THE LEASE and shall be entitled to all benefits therefrom without any interference by THE PATRIARCHATE or any person lawfully claiming under or in trust for THE PATRIARCHATE; and

(g) That it will not during the continuance of THIS LEASE sell, mortgage, charge or otherwise encumber THE SAID IMMOVABLE PROPERTY without the prior written consent of KKL.; and

(h) That upon the written request in that behalf made by KKL. to THE PATRIARCHATE at any time within ten years before the expiration of THIS LEASE, THE PATRIARCHATE will renew THIS LEASE on the same terms and conditions in all respects as the original Lease, PROVIDED THAT the provisions of Clauses 4, 5 and 6 hereof shall not apply to such renewed Lease and the rent to be paid to THE PATRIARCHATE in respect of such renewed term shall be at the rate of £300.- (Three Hundred Pounds Sterling of Great Britain) per annum payable annually in advance.

12. KKL. undertakes to open and prepare all the necessary files at the said Land Registry for the registration of THE LEASE at its own cost and expense, and shall also pay all costs and expenses relating to the drafting of this Agreement and THIS LEASE and the stamping hereof and the stamping of the said Promissory Note.

13. This Agreement shall form the special conditions attached to THE LEASE which will be registered at the competent Land Registry as THE LEASE.

14. The parties heretofore submit all disputes and differences which may arise out of this Agreement and/or THE LEASE or connected herewith to the jurisdiction of the competent Israel Court of Justice at the time situate in the same town as the

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Supreme Court of Israel. The expression "competent Israel Court of Justice" shall mean and be deemed to mean the Court which would have had jurisdiction in the dispute or difference involved if THE SAID IMMOVABLE PROPERTY were situate within the jurisdiction of such Court and/or the parties have resided within such jurisdiction and/or this Agreement and/or THE LEASE would have been executed and the place of performance thereof would have been within such jurisdiction.

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15. THE PATRIARCHATE shall at all times during the period of THE LEASE have a representative in Israel duly appointed by it to represent THE PATRIARCHATE in all matters relating to this Agreement or THE LEASE or any matter connected therewith or arising therefrom. The name and address of such representative shall be communicated by THE PATRIARCHATE to KKL in writing.

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16. The parties hereto hereby waive and agree to dispense with the necessity of any notarial or other official notice in respect of any breach or default hereunder.

Any notice hereunder may be served upon THE PATRIARCHATE c/o the Greek Consul-General, Jerusalem, Israel; and upon KKL at Keren Kayemeth Street, Jerusalem, Israel, and such service shall be deemed to have been served at the expiration of 5 (five) days from the day of posting, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office as a registered letter.

IN WITNESS whereof the parties hereto have hereunto set their hands and Seals on the day and year first hereinbefore mentioned.

קרן קיימת לישראל

KEREN KAYEMETH LEISRAEL LIMITED

Joseph Naly



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נחתם בחתימת ידו או חותמו של האדריכל בנדיקטוס פאדונופולרס ראש
פאסאדנולרס ראש
בנוכחותו של

בשם האדריכל Architect
חתימת יד
או חותם

נחתם בחתימת ידו או חותמו של ד"ר יוסף קרן
חתימת יד
או חותם

קרן קיימת לישראל בע"מ
KAYEMETH LIMITED

אני מעיד כזה שביום 12 לחדש מרץ שנת 1954

הופיע לפני הארכיטקט בנדיקטוס פאדונופולרס ראש פאסאדנולרס ראש האדריכליה היונית
האורטודוקסית לפי יפני כח מיום 10.3.54

הנ"ל ואחרי אשר יוקב צלם הצלם

העידו על אישיותם הודו שהחתימות או החותמות

בשטר זה הנם שלהם זכי ערכו את השטר הזה ברצונם הטוב ובהכרה גמורה בהבינם את תכנו.

רושם הקרקעות

לפי מספר 854/54

ת-א-ב

שטר זה נרשם במשרד רשום הקרקעות של

בכרך מספר 8-א דף מספר 135-151 בספר של כפר או עיר הארץ

מסי הרשום העולים בסך שולמו ע"פ קבלה מספר מיום

רושם הקרקעות

חותם רושם הקרקעות

What part of Land in Kushan No.	Described in	Dated day of Daimi	Registered in Name of	Boundaries whereof according to Kushan being	Area whereof according to Kushan being
El Khallah	23	March 1290		El Wa'ar Ma' El Marj, Ard Ammuriya, Tariq, Wad El Bir	Dunm 111
El Shamiya					
El Marj	24	Do	Do	Tariq Ammuriya, Ard Ammuriya, Wa' Tamam Al Kharab Al Qarya, Ma' Al Wa'ar, Qitat Al Rim.	Do 252
El Marj Ash-	25	Do	Do	Tariq, Kharab, Wa'ar " Fasil Al Khallah Al Fiyeh, Husein, Al Sa'af	" 110
El Marj Ar-	26	Do	Do	Ard Ammuriya, Tariq, " Wa'ar.	" 12
El Marj Ash-	27	Do	Do	Tariq Ammuriya, " Ard Ammuriya, Marj Ash-Shami, Kharab.	" 300
Al Hakura	28	Do	Do	Tariq, Mazbala, Tariq, " Kharab,	" 3
Ard Al Birkeh	29	Do	Do	Ard Ammuriya, Kharab " Al Marj Al Qibli, Tariq Ajjur.	" 144
Khalayil Al	30	Do	Do	Ard Al Birkeh, " Qaryat Mughalis, Kharab, Tariq.	" 300
Kashf Wadi	31	Do	Do	Ra'am Um Jina, " Wadi Sarrar, Betn En- Natur, Al Kashf.	" 1209
El Iksheif	32	Do	Do	Um Jina, Wad Al " Sarrar, Kharab, Wa' Al Iksheif	" 90
El Iksheif	33	Do	Do	Ad-Duhur, Wad Al " Sarrar, Tariq, Iksheif.	" 1900
Khalayil	34	Do	Do	Ad-Duhur Wa' Al " Kharab, Wad Sajad, Ard Ammuriya, Kharab.	" 82
Al Karm	35	Do	Do	Al Hakura, Kharab, "	" 1,500
Al Hakura	36	Do	Do	Tariq Al Qarya, " Kharab, Al Mazbala.	" 4
Al Hakura	37	Do	Do	Tariq Al Qarya, " Al Mazbala, Kharab Wa Tamamo Tariq.	" 4
Marj El Bir	38	Do	Do	Tariq, Zakariya, Khalayil, Kharab.	236
Al Khalayil	39	Do	Do	Tariq Ajjur, Dakhen, " Wa Safer Wa Ard Beit Jamal, Marj El Bir.	" 70

Total Area according to Kushans being Dunms 4828,500 Sq.Mr

Real Area whereof Being 19,018,659.46

(Nineteen Thousand and Eighteen Dunms and 659.46 Sq. Mr.)



EGYPTIAN LAND SURVEYING DEPARTMENT
GENERAL LIMITED

ATB