

HAR CARMEL TRUST

TRUST AGREEMENT

made by

ZAHAVA KLEIN

as Grantor

for

ERAN OSTFELD, LILLY NAOMI OSTFELD and
the Children of ERAN and LILLY NAOMI OSTFELD

as Beneficiaries

and

YARDWORTH TRUST & MANAGEMENT N.V.

as Trustee

Dated: June 15, 1999

TRUST AGREEMENT, made as of this 15th day of June 1999 between ZAHAVA KLEIN, as grantor and YARDWORTH TRUST & MANAGEMENT N.V., as trustee.

WHEREAS, ZAHAVA KLEIN, the aunt of ERAN OSTFELD, believes it is in the best interests of ERAN OSTFELD and his family if the property referred to in Schedule A annexed hereto is transferred in trust for their benefit; and

WHEREAS, YARDWORTH TRUST & MANAGEMENT N.V. has agreed to act as trustee and hold such property in trust and manage and dispose of such property in accordance with the provisions of this Trust Agreement.

NOW, THEREFORE, it is agreed by ZAHAVA KLEIN, as grantor (the "Grantor"), and YARDWORTH TRUST & MANAGEMENT N.V., as Trustee (the "Trustee"), as follows:

1. Trust Estate. The Grantor hereby irrevocably transfers and assigns to the Trustee all its right, title and interest in and to the property listed on Schedule A. All such property, together with all additions, shall constitute the trust estate. All references to "Trustee" as used in this Trust Agreement shall refer to the original Trustee and to all other Trustees serving hereunder from time to time.

2. Dispositive Provisions.

2.1. The Trustee shall hold the trust estate for the benefit of ERAN OSTFELD, LILLY NAOMI OSTFELD, the children of ERAN and LILLY NAOMI OSTFELD, and charitable entities recognized in the country in which they operate (the "Beneficiaries" and individually a "Beneficiary") and the Trustee shall dispose of the trust estate as follows:

(a) During the life of ERAN OSTFELD and his spouse, the Trustee shall accumulate the net income of the trust and invest and reinvest the same and add any such accumulated income to the principal of the trust provided that the Trustee may pay or apply to the use of any one or more of the Beneficiaries so much of the income or principal of the trust as the Trustee in its sole and absolute discretion may deem advisable for any one or more Beneficiary's comfort, welfare, health or education or in the case of a charitable Beneficiary for such Beneficiary's purposes.

(b) Upon the death of the last to survive of ERAN OSTFELD and his spouse, the Trustee shall then divide the trust into as many shares as there are Beneficiaries who are either alive on such date or left issue surviving them who are alive on such date (and for this purpose the Trustee shall have discretion whether to include any or no charitable Beneficiaries) and the Trustee shall give one such share to each Beneficiary alive on such date and one share to the issue of any deceased Beneficiary in equal shares per stirpes, provided that, if beneficial to any one or more Beneficiary, the Trustee may continue to hold such Beneficiary's share for such Beneficiary upon the terms contained in this Section 2.1 until the death of such Beneficiary when such share shall be applied as designated by such Beneficiary by instrument in writing or by such Beneficiary's last will or failing such designation, to the estate of such Beneficiary.

2.2. The term "issue" shall include adopted persons, whenever adopted, and the issue of any such adopted persons. All payments directed to be made to issue shall vest in such issue per stirpes and not per capita. All terms and words used in this Trust Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. Any reference to family relationship shall be determined at the time of the vesting of any interest hereunder.

3. Power in Trust During Minority. Anything hereinbefore contained to the contrary notwithstanding, if upon the termination of any trust created hereunder any portion of any remaining principal of such trust shall vest in absolute ownership in a person under the age of 25 years, the Trustee is authorized, if and to the extent it, in its sole and absolute judgment, determines to do so, to hold the property so vested in such person in a separate fund for the benefit of such person and to invest and reinvest the same, collect the income therefrom and, until such person attains the age of 25, to apply so much or all of the net income and principal thereof as the Trustee may from time to time so determine to provide for the health, support, maintenance, welfare and education of such person, without the intervention of any guardian and even though any such distribution of principal may exhaust such fund, and to add the balance of such net income, if any, to the principal of such fund until such person attains the age of 25, at which time any then remaining principal shall be paid to such person provided that the Trustee must distribute all accumulated income and all principal to such person not later than 21 years after the death of the last surviving child, grandchild, nephew, niece, grandnephew or grandniece of the Grantor who was alive on the date of this instrument. If such person shall die before attaining the age of 25, the then remaining principal shall be paid to the estate of such person. The authority conferred upon the Trustee by this paragraph shall be construed only as a power in trust during minority to manage property vested in an infant and shall not operate to suspend or prevent absolute vesting of any property in such person. With respect to any such property the Trustee shall have and may exercise all of the powers conferred upon it.

4. Additions. The Grantor or any other person may transfer property to this trust by lifetime transfer or by will, provided such property is acceptable to the Trustee. The Trustee may in its absolute discretion decline to accept all or any portion of any such property so transferred. The Trustee shall not accept

any such property if the acceptance of such property shall have adverse tax consequences to the Beneficiaries.

5. Limitation on Powers. All powers and authority conferred upon the Trustee by law or by this Trust Agreement shall be exercised by it only in a fiduciary capacity and in the best interests of the trust held hereunder and the Beneficiaries thereof. No person other than the Trustee acting in its fiduciary capacity may vote or direct the voting of any stock or other securities held under this Trust Agreement or control the investment or reinvestment of the property held hereunder either by directing investments or by vetoing proposed investments or reinvestments but nothing herein shall limit any power of the Protector under Section 8 hereof.

6. Spendthrift Provisions. The interest of each Beneficiary in the income or principal of a trust under this instrument shall be free from the control or interference of any creditor of a Beneficiary or of any spouse of a married Beneficiary and shall not be subject to the claims of creditors of any Beneficiary, or to judgment, levy, execution, attachment, bankruptcy proceedings, or other legal or equitable process, or susceptible to anticipation or alienation, and each Beneficiary shall be without the power, voluntarily or involuntarily, to sell, assign, mortgage, pledge, or hypothecate any interest in or the income from such trust. Such income and principal shall in all cases be applied for the benefit of the person entitled to receive the sum under the provisions hereof and the Trustee shall be empowered in its sole discretion to refrain from making any payment or distribution to any Beneficiary to further the intent of this Section. Nothing contained in this Section shall be construed, however, as restricting in any way the exercise of any power of appointment granted hereunder.

7. Trustee Powers. The Trustee in respect of any and all property which shall at any time constitute part of the trust

created hereunder shall have the following powers, authority and discretion, without limitation of the powers otherwise conferred upon it by law, all of which are to continue until the termination of the trust created hereunder and the final distribution thereof:

(a) To retain any and all property held by it or which may come into its hands, without regard to the proportion which such property may bear to the entire amount of any trust of which such property may be a part.

(b) To sell such property at public or private sale and on such terms and conditions as it, in its discretion, shall determine to be advisable, or to convey, mortgage, pledge, lease or grant options for the sale of such property for such term as it may deem advisable, even though such term may exceed the duration of this trust or the period otherwise permitted by law; to release, exchange or in any other way to dispose of the whole or any part of any trust created hereunder upon such terms and conditions as to it may seem proper and desirable, and for such purpose to execute, acknowledge and deliver any and all instruments under seal or otherwise which may be required.

(c) To acquire by purchase or exchange in any country property of any character, real or personal, including, but without limiting the generality of the foregoing, bonds, notes, debentures, mortgages, certificates of deposit, common and preferred stocks, shares or interests in any investment trust or common trust fund or any limited or general partnership, and any tangible or intangible personal property, including debt obligations of any Beneficiary and without being limited to the class of securities in which trustees are authorized by law or any rule of court to invest trust funds including options, warrants, calls and puts, currency contracts, index contracts, whether covered or not and hedge funds or hedge transactions.

(d) To collect and receive any and all sums and any and

all property of whatsoever kind or nature due or owing or belonging to any trust created hereunder, and to give full discharge and acquittance therefore.

(e) To extend the time of payment of any obligation held by it and to compromise, settle or submit to arbitration upon such terms as to it may seem proper, or to release, any claim in favor of or against the trust created hereby.

(f) To consent to and to participate in and to vote in person or by proxy upon any action affecting the structure of any corporation or other entity in which any trust created hereunder shall be interested in the same manner as an individual owner might or could do in his or her own right.

(g) To borrow money from any person, firm, corporate or other entity, including any Trustee, for the purpose of meeting any and all charges against any trust created hereunder or for any other purpose connected with the administration, preservation, improvement or enhancement in value of the trust created hereby, and in connection therewith, to pledge, mortgage or hypothecate any part or all of the assets held by it as security for repayment of sums borrowed including the borrowing of funds on margin against stock owned by the trust or any subsidiary corporation or entity or any borrowing on margin against financial instruments, currency contracts or future positions.

(h) To apportion to two or more funds held hereunder an undivided interest in one or more properties or blocks of securities, including stocks.

(i) To hold property constituting the trust created hereby or property held under any power in trust in solido for convenience of investment and administration.

(j) To cause any securities or other property held by

it to be registered and held in the name of a nominee or to form or acquire a corporation or other legal entity in any jurisdiction to hold assets for the benefit of the trust created hereby.

(k) To continue to hold as part of the trust created hereby any interest in any partnership or joint venture and to invest additional money in any such partnership or joint venture; to comply with all the terms and provisions of any partnership or joint venture agreement; and to invest in and become a party to or a member of any other partnership or joint venture upon such terms and conditions as it may deem advisable.

(l) To conduct any real estate business.

(m) In the division or distribution of any trust fund, or any part thereof, to make partition, division or distribution of property in kind, without regard to or adjustment for the income tax basis of the property so divided or distributed.

(n) To apportion any receipts, including gains from the disposition of property and distributions by a corporation or association in the form of a stock split or a stock dividend, regardless of the rate thereof, between principal and income, or wholly to one or the other, in such manner as it sees fit, the crediting of any portion or all of any such distribution to income or principal at any time and from time to time to be binding upon all persons interested in any trust created hereunder.

(o) To pay any sum or deliver any property, including income, which any minor shall either be entitled to receive or to have applied for his or her use or benefit under any provision of this Trust Agreement, in the discretion of the Trustee, either to such minor, to a parent of such minor, to the guardian of the property of such minor, to an adult with whom such minor resides or to a custodian for such minor under a uniform gifts to minors act, in which case the Trustee shall have power to designate as

such custodian any person including one of themselves and to elect to treat the age at which said property is required to be distributed to such minor as being the age of twenty-five years. Such parent, custodian or adult shall not be required to obtain letters of guardianship, and such parent, guardian, custodian or adult shall not be required to give any bond or other security for any such payment or delivery, and the receipt of such parent, guardian, custodian or adult for such payment or delivery shall be an absolute protection to the Trustee and a full, complete and final release and discharge from all further accountability in respect of any such payment or delivery.

(p) To employ and separately compensate counsel, accountants, custodians for securities, investment counsel, and such other persons as the Trustee deems proper.

(q) To render and file or to abstain from rendering or filing any inventory or periodic account in any court.

(r) To delegate in whole or in part to any person or persons, including one of their number, the authority and power to (i) sign checks, drafts or orders for the payment or withdrawal of funds from any bank account in which funds of any trust shall be deposited; (ii) endorse for sale, transfer or delivery, or sell, transfer or deliver, or purchase or otherwise acquire, any and all stocks, stock warrants, stock rights, bonds or other securities whatsoever and (iii) gain access to any safe deposit box or boxes in which assets of the trust may be located or which may be in its name as Trustee, and remove part or all of the contents of any such safe deposit box or boxes and release and surrender the same.

(s) In good faith and with reasonable care, to do all such acts, take all such proceedings and exercise all such rights and privileges, although not hereinbefore specifically mentioned, with relation to any such property as if the absolute owners thereof, and in connection therewith, to enter into any covenants

or agreements binding the trust created hereby.

(t) In the Trustee's discretion to add the Grantor or any corporation or other entity owned by the Grantor or any descendent or spouse of a descendent of the Grantor as a member of the class of Beneficiaries and in the Trustee's discretion to allocate a portion or all of the income and principal of the trust to such person or estate.

(u) After the Grantor or any corporation or other entity owned by the Grantor has been added to the class of Beneficiaries pursuant to section 7(t), to treat any income earned in a year and not distributed in such year whether directly by the trust or in any corporation or other entity owned by the trust to have been distributed to the Grantor or any corporation or other entity owned by the Grantor and contributed by him or such corporation or other entity as principal of this Trust.

8. **Protector** Ronald C. Rutman, shall be the protector (the "Protector") of the trust. The Protector shall supervise and review the performance of the Trustees in administering the trust investments. The Protector shall have such rights and powers as are conferred upon him by this Trust Agreement. The Protector may resign at any time. The Protector shall have the power to appoint his successor by instrument in writing signed and delivered to such successor and the Trustee then serving or by his will. The Protector shall also have the right to designate the Grantor or any corporation or other entity owned by the Grantor, as an additional Beneficiary subject to the provisions of Section 6.

9. **Dealing with Third Parties.** No person dealing with the Trustee shall be required to inquire into the authority of the Trustee to enter into any transaction, or to account for or to see to the application of any monies or other property paid or delivered to the Trustee and the execution of any document, instrument or agreement by the Trustee shall be binding upon the

trust. Notwithstanding the foregoing, the management of the trust and the books and records of the trust shall not be maintained in Canada and any Trustee who is resident in Canada shall not regularly exercise its powers hereunder in Canada. Any one Trustee shall be able to bind the trust and to open and be the signatory on any bank or other financial institution's account and the Trustee may appoint an additional signatory on such account.

10. Discretion of Trustees. Any actions which may be taken hereunder in the discretion of the Trustee shall require the unanimous consent of the Trustees serving hereunder at such time as there are more than one Trustee serving or shall require the consent of the Trustee together with the consent of the Protector.

11. Resignation of Trustees. A Trustee may resign by delivering a notice of its resignation to the Grantor or after the death of the Grantor, if there is no successor Grantor, to the Beneficiaries at least thirty (30) days before such resignation becomes effective.

12. Successor Trustees.

12.1. The original Trustee shall have the right to appoint a successor individual or corporate Trustee. The Protector shall also have the right to appoint an individual, or successive individuals in a named order or a corporation or other entity, to serve as successor Trustee in the event any Trustee ceases to serve hereunder.

12.2. Each designation of a successor Trustee shall be by instrument in writing signed and acknowledged by the designator and delivered to the designee and shall be revocable by the designator until such time as the designee commences to act as Trustee hereunder. Each successor Trustee serving hereunder at any time shall be vested with all powers herein conferred upon the original Trustee, and shall be subject to all obligations herein

imposed upon him.

13. Situs and Governing Law. This Trust Agreement shall be construed and the trust created hereunder shall be administered according to the laws of the Province of Ontario. The initial situs of the trust shall be outside Ontario and selected by the Protector to be in Curacao, Netherlands Antilles, where the Trustee maintains its office and where the trust shall maintain records and bank accounts or such other situs outside Ontario as is selected by the Trustee. The Protector shall have the right at any time in his sole discretion to change the situs of the trust and in that connection, if necessary, remove any existing Trustee and divest such Trustee of the trust estate and appoint a successor Trustee or Trustees in any jurisdiction of his choice provided such jurisdiction recognizes the trust. In the event of a change in the situs of the trust, the Protector may elect to have the laws of another jurisdiction govern provided that the internal laws of such jurisdiction recognize the validity of a trust or such other jurisdiction is a signatory to the Hague Convention on the Laws Applicable to Trusts and Their Recognition of July 1, 1985. In connection with such election the Protector shall be entitled to make such administrative amendments to this Trust Agreement as are necessary to comply with the laws of the new jurisdiction.

14. Bond. No Trustee serving hereunder at any time shall be required to furnish any bond or other security for the faithful performance of its duties hereunder.

15. Commissions. The Trustee shall not be entitled to receive any statutory commissions for serving as Trustee hereunder. A Trustee shall only be entitled to receive compensation for services rendered based upon time spent in accordance with the rates agreed upon with the Grantor or Protector prior to rendering such services.


16. Acceptance of Trust. The Trustee hereby accepts the trust created by this Trust Agreement and agrees to carry out the provisions hereof on its part according to the best of its ability. No Trustee serving hereunder shall be responsible for any mistake in judgment or for any decrease in value of or loss to the trust estate or for any cause whatever except its own bad faith or willful misconduct.

17. Irrevocability. Except to the extent herein provided, this Trust Agreement and the trust created hereunder are irrevocable, and the Grantor relinquishes all right to alter, amend, revoke or terminate this Trust Agreement or the trust hereunder, in whole or in part.

18. Information. A Beneficiary shall not be entitled to receive any information regarding the trust or the trust estate. The Trustee, in its discretion, may provide such information as it deems appropriate to any Beneficiary.

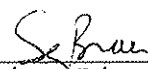
19. Confidentiality. The Grantor and Trustee agree to keep all matters relating to this trust confidential.

IN WITNESS WHEREOF, this instrument has been executed by the Grantor and the Trustee as of the day and year first above written.



ZAHAVA KLEIN, Grantor

YARDWORTH TRUST & MANAGEMENT N.V.,
Trustee

By: 

Managing Director

SCHEDULE A

of Trust Agreement dated June 15, 1999 between ZAHAVA KLEIN
as Grantor, and YARDWORTH TRUST & MANAGEMENT N.V. as Trustee.

One gold coin delivered to the Trustee.