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GENERAL HETER ISKA HETER ISKA KLALI - KULO PIKADON

Orthodox Jewish law “Halacha” strictly forbids lending money with “Ribbis” [meaning interest or usury], amongst Jewish people. Halacha observant borrowers may not borrow with interest if even a portion of the funds are subject to the laws of “Ribbis”. In order to avoid the prohibition of “Ribbis” there is a solution where one can structure a loan or an advance of funds, as an “Iska Investment”. In an Iska Investment a partnership is formed where the “Managing Partner” will work the investment to generate profits on behalf of the “Investing Partner”. Managing Partner will be able to use the funds to generate profit for his own benefit provided that the agreed upon profit amount is realized. In this “Iska Investment” the funds advanced are to remain in the possession of the Investing Partner with the Investing Partner being responsible for potential losses, however such losses must be verified by two kosher witnesses who can testify that these particular funds were lost and not through gross negligence of the Managing Partner. Any claim that no profits were generated would have to be verified under a solemn oath, administered by a Bais Din.

RECITALS

WHEREAS, it is the goal of OptimumBank to accommodate halacha, and observant clients as well; and
WHEREAS, it has come to the attention of the management of OptimumBank that a portion of its’ funding may possibly be subject of the strict laws of “Ribbis”.
NOW, THEREFORE, in consideration of the above, it is the will of OptimumBank, as deemed halachically necessary, to obligate themselves in a manner that is necessary according to Halacha (Jewish Law) to enter into this general Iska agreement.

AGREEMENT

I, the undersigned Steven Newman, on behalf of, OptimumBank, its subsidiaries, affiliates and brokers hereby declare and admit, that any loans originated from funds that may be subject to the laws of Ribbis, shall be disclosed to the borrower and structured as an Iska investment. Any accounts or deposits that may be subject to the laws of Ribbis, shall be disclosed to the depositor and structured as an Iska investment. Any loan documents contracts or agreements, including but not limited to, Promissory notes, Personal Guaranty agreements, entered into by OptimumBank with any Jewish individual or any Jewish owned company, that may be considered by Jewish Law as a transgression of Ribbis shall be interpreted in a way that is consistent with this Iska partnership. Even in the event this Iska is not disclosed to the borrower, it is the will of the lender that the loan shall be interpreted according to this Iska as deemed halachically necessary. The Iska partnership shall be subject to the following terms.

Partnership: All monies advanced shall be advanced as an Iska Investment, the Recipient/Managing Partner shall act as an agent to purchase or transfer to the investor a share (of equal value) in its halachically permissible assets as an Iska. This investment shall be owned solely by the investor, meaning investor may be liable for potential losses. However, under no circumstances shall investor have any liability above the actual funds advanced. Managing Partner shall bear responsibilities of a paid custodian. The Recipient/Managing Partner shall manage this investment on behalf of the investor, in the manner deemed most beneficial to the investor. Profits, capital gains, shall be split as follows; Ninety percent of the profits shall belong to the Investor, and Ten percent shall belong to the Recipient/Managing Partner, as consideration for his efforts in managing Iska. The Recipient/Managing Partner must

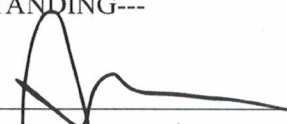
verify any claim of loss through the testimony of two Halachically acceptable witnesses in an Orthodox Jewish court of law. Witnesses must verify that Recipient/Managing Partner acted in good faith and was not negligent with investors' funds. Any claim presented by the Recipient/Managing Partner regarding the amount of profits generated by the joint venture must be verified with a solemn oath, administered by an Orthodox Jewish court of law. It is agreed that if the Recipient/Managing Partner pays to the investor, an amount equal to all payments, fees, and obligations as described in the loan documents as payment for the investor's share of the principal and profits of the Iska investment, the investor shall waive his right to demand verification of the results of the investment. Any additional profits shall belong solely to the Recipient/Managing Partner. Such payment shall reflect a final settlement upon both parties, and the Recipient/Managing Partner shall have no further claim for compensation or management fees, nor can the Investing Partner demand additional profits. It is also agreed, that any payment or benefit that shall be given before the Iska begins (Such as points and fees paid at the time of the closing) shall only be considered a payment "on account", and if it is established, according to the terms above, that the Investor is not entitled to such payment, it shall be subtracted from the principal, however the final settlement amount shall be adjusted to include such fees. This document shall override any other agreements, even those that do not reference this document. Any mention of interest, terms, fees or discounts shall be interpreted as an Iska and to payments mentioned above. This declaration is intended to be legally binding and may be enforced in any Jewish or civil court even in the event that one of the parties was unaware of its existence. A proper *Kinyan Suddar* was executed in a manner that is not an *asmachta*. The Recipients/Managing Partners obligate themselves to manage the Iska partnership in the manner deemed most beneficial to the Investing Partner. Any investment owned by the Recipient/Managing Partners may be used to create this Iska partnership, provided that the venture is Halachically permissible. In any event any and all securities which are specified in the loan documents shall remain encumbered for this obligation. The Recipient/Managing Partner is obligated to notify the investing Partner(s) on the first of every month whether or not there had been profit during the previous month. If the Recipient(s) fails to give such notice, that shall be deemed an admission that the investment had accrued a profit amount equal to the Settlement Amount during the previous month, and that that profit had been Halachically transferred to the Investing Partner(s) so that the investing Partner(s) will earn profit on that money.

It is understood that many loans originated with the funds of OptimumBank and its brokers may be sold to a third party. Recipients of Iska partnerships acknowledge and agree that Iska partnership will be terminated with regards to any third-party purchaser or assignee that is not bound by the laws of Ribbis. Investing Partner shall have the right to terminate the Iska by selling or assigning the loan to a third party.

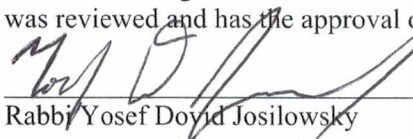
Recipients of Iska partnerships acknowledge and agree that they shall be obligated to the purchaser or assignee pursuant to the terms and conditions of the loan documents. The terms of this Iska shall have no effect on the borrowers' obligations to any purchaser or assignee under the loan documents, nor shall the purchaser or assignee have any liability or obligation under this Iska.

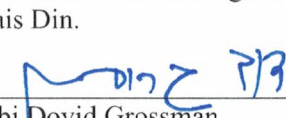
This Heter Iska shall follow the guidelines of Heter Iska as explained in Sefer Bris Yehudah (40:2). OptimumBank shall have the right to select a reputable orthodox Bais Din, the Recipient shall not have the right to contest the selection of the Bais Din. This Agreement is intended to be, and is, binding consistent with the binding nature of all agreements, documents, obligations, and acquisitions that are properly effected in a Jewish Court of Law in accordance with the laws and rules established by Rabbinical authorities. ---THIS IS ALL VALID AND IN GOOD STANDING---

Signed on this day of 6 / 27 / 2025


STEVEN NEWMAN, on behalf of OptimumBank

We the undersigned Bais Din certify that this Heter Iska was signed with our knowledge. This General Heter Iska was reviewed and has the approval of the Bais Din.


Rabbi Yosef David Josilowsky


Rabbi David Grossman


Rabbi Shimon Kohn