

## CHAMETZ SALE

1. I, Rabbi Noah Gradofsky, do hereby sell to Fabio Munoz all Chametz which I have in my possession or which I am authorized to sell on behalf of others.
2. This sale of Chametz includes, but is not limited to bread, cake, beer, whiskey, etc.. Chametz is defined as any food (at a minimum fit for a dog to eat) that contains one or more of five types of grain (wheat, barley, oats, spelt, rye), which has come in contact with water and was not baked within the amount of time prescribed by Jewish law, and as further defined by Jewish law.
3. This sale includes:
  - a. All chametz owned by Temple Israel of Long Beach.
  - b. All chametz described in the attached authorization forms and letters.
  - c. All chametz described in an authorization form which was intended to be sent to me but was not received for whatever reason. Specific reference is made to those people from whom I do not have an authorization form as of the time of the drafting of the contract, but who have verbally authorized me to act as their representative for this sale.
  - d. All chametz owned by those people who asked and whom I may have forgotten as well as those who will yet ask me to sell their Chametz within the allotted time prior to the prohibition of ownership of Chametz by Jews, as further set forth in paragraph 5.
  - e. All chametz which I own, stored in Temple Israel (including but not limited to any chametz in my office), stored in my home, 410 E. Broadway #3F in Long Beach, NY (including but not limited to the chametz stored in my second bedroom closet, boxes in my second bedroom, wet bar cabinets and bags labeled "chametz" in my refrigerator or freezer) or wherever else it may be.
4. This contract should and does constitute a legal sale according to Jewish law and according to the laws of the United States and the State of New York, and such other states or countries as may be involved. It is an irrevocable sale, valid in any court of our country.
5. This sale for each item of chametz shall be effective at the time of the onset of the prohibition of ownership of chametz by Jews on Monday, March 29<sup>th</sup>, 2010 at the particular location of the chametz or of its owner, whichever is earlier. The time shall be calculated by dividing the amount of time between sunrise and sunset at the given location, dividing same by 12, multiplying the result by 5, and adding that amount of time to the time of sunrise at the given location.
6. This sale shall include any chametz acquired by any of the authorizing persons prior to the onset of Passover.
7. In addition, I hereby lease to Fabio Munoz the above mentioned designated areas and properties that contain Chametz. Said rental shall continue from the time of execution of this contract until such time as Fabio Munoz should come to pick up the chametz, or 12:00 PM on Sunday, April 11<sup>th</sup>, 2010 whichever comes earlier.
8. In consideration of this sale and lease of property, Fabio Munoz agrees to pay ten thousand dollars (\$10,000.00) payable as follows.
  - a. Ten dollars (\$10.00) payable by cash or check upon execution of this contract.

- b. Nine thousand nine hundred and ninety dollars (\$9990.00) due on or before 12:00 PM on April 11<sup>th</sup>, 2010.
9. Despite the fact that the purchase price is not due in full until some time after execution of this contract, the parties expressly declare that all the foods and liquids are sold outright and are not mortgaged and in the event of breach of contract, Sellers' sole remedy shall be recovery of money in the amount due and owing.
10. This contract has been executed in the most effective manner in accordance with the law of our holy Torah and in accordance with the law of the land.
11. This contract shall be governed by the laws of the state of New York. However, any issue which a court deems to be nonjusticiable due to its religious nature, shall be referred to a rabbinic court to be appointed by the Union of Traditional Judaism.

Executed this 29<sup>th</sup> Day of March, 2010 at \_\_\_\_:\_\_\_\_ AM.

\_\_\_\_\_  
Rabbi Noah Gradofsky  
Seller and Seller's agent

\_\_\_\_\_  
Fabio Munoz  
Buyer

## CHAMETZ PURCHASE

1. I, Fabio Munoz, do hereby sell to Rabbi Noah Gradofsky and those sellers he represented on March 29, 2010, all Chametz which I had acquired by contract with him on March 29, 2010, less any Chametz which I have already used. All Such Chametz shall return to the possession of the owner who authorized Rabbi Gradofsky to sell it.
2. In addition, I hereby relinquish all leasing rights conferred by the contract dated March 29, 2010.
3. In consideration of this sale, Rabbi Gradofsky, on behalf of himself and all parties he represents, agrees to pay Fabio Munoz ten thousand and fifteen dollars (\$10,015.00) payable as follows.
  - a. Rabbi Gradofsky and all parties he represents renounce the nine thousand nine hundred and ninety dollars (\$9,990.00) due on the contract for chametz sale executed on March 29, 2010.
  - b. Twenty five dollars (\$25.00) payable by cash or check upon execution of this contract.
4. This contract should and does constitute a legal sale according to Jewish law and according to the laws of our country and state. It is an irrevocable sale, valid in any court of our country.

Executed this 6<sup>th</sup> Day of April, 2010 at \_\_\_\_:\_\_\_\_ PM.

\_\_\_\_\_  
Rabbi Noah Gradofsky

\_\_\_\_\_  
Fabio Munoz