<u>Exhibit G</u>



October 28, 2020

Mr. Isaac Piotrkowski Manager, Tax and Charities Appeals Directorate Canada Revenue Agency 250 Albert Street, 13th Floor Ottawa, ON, K1A 0L5 isaac.piotrkowski@cra-arc.gc.ca David P. Stevens Direct +1 416 862 3556 Direct Fax +1 416 862 7661 david.stevens@gowlingwlg.com File no. T1008824

Delivered by Email

Dear Mr. Piotrkowski:

Re: Notice of objection to Proposed Revocation Jewish National Fund of Canada Inc. Registration Number 107534877 RR0001 and CRA File Number 0246231

We are writing to you further to our letter of November 18, 2019 (the "**November Letter**"). Much has changed since that time as, our client, Jewish National Fund of Canada Inc. (the "**Charity**") (formerly, Jewish National Fund of Canada (Keren Kayemeth Le'Israel) Inc.), has advanced a number of the initiatives described in the November Letter.

At the time that we sent the November Letter, we anticipated that you would have received our second submission by now. We intended the second submission to, among other things, respond to the materials that we expected to receive from the CRA in response to our Access to Information and Privacy ("**ATIP**") request. In a letter from the CRA, dated November 12, 2019, the CRA communicated that it would respond to the Charity's ATIP Request by May 10, 2020. However, due to the COVID-19 pandemic, we have yet to receive those materials. We trust that the CRA will not take any further action against the Charity until the CRA has fulfilled the ATIP Request and the Charity has had a chance to respond to it in its second submission.

In the interim, the Chief Executive Officer, Lance Davis, and the Chief Financial Officer, Edit Rosenstein, of the Charity would like to share with you the tremendous progress the Charity has made to date toward the initiatives outlined in the November Letter. For example, after a lengthy negotiation and with the assistance of their respective counsel, the Charity and KKL executed a Trademark License Agreement ("**TLA**"), a General Agency Agreement ("**GAA**"), and a Memorandum of Understanding ("**MOU**"). We have enclosed the TLA, GAA, and MOU with this letter for your ease of reference.

While the Charity has developed its own trademarks, it wishes to maintain the continuity of its brand by continuing to use the "JNF" name, which is trademarked by KKL. To resolve this issue, the Charity negotiated the TLA with KKL, which expressly authorizes the Charity to use the "JNF" name in association with its own trademarks in exchange for a nominal annual license fee. Also, as you may have noted above, the Charity changed is corporate name to exclude "Keren Kayemeth Le'Israel".

The GAA details how the Charity will maintain direction and control over its charitable projects in the event that it retains KKL to act as its non-exclusive agent in implementing, or supervising the implementation of, its charitable projects. For example, the GAA requires a project description for each

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charitable project governed by the GAA. The project description must include how the project connects to and furthers one or more of Charity's charitable purposes, the roles and responsibilities of the parties, ownership and use of the charitable project, and reporting requirements. Not only does the GAA require KKL to keep the Charity regularly and fully informed of its activities when it acts as the Charity's agent, it also entitles the Charity to inspect or monitor the implementation of charitable projects to ensure that they are being carried out in accordance with the GAA. Furthermore, KKL is required to keep adequate books and records, including records of funds received from or for the account of the Charity and for all expenditures incurred by KKL. This record-keeping requirement is strengthened by the fact that the GAA makes reimbursement of expenses incurred the standard form of advancing funds to KKL.

The MOU broadly communicates the Charity's overarching perspective and expectations of its working relationship with KKL. It clarifies that the Charity and KKL are legally and operationally separate; and, while they share a common general purpose in strengthening the land and people of Israel for all of its citizens, the Charity's commitment to such purpose is restricted to those aspects that are exclusively charitable under Canadian law. The MOU emphasizes the Charity's intention to comply with Canadian charities law and explains that the Charity entered into the GAA to align with the CRA's guidance on structuring a relationship with an intermediary.

As part of the negotiation process in respect of the aforementioned documents, the Charity requested that KKL update its website to better accord with the true nature of the Charity's and KKL's relationship and the spirit of the GAA and the MOU. In particular, the Charity requested that it be removed from KKL's list of offices worldwide as the Charity is an independent entity. KKL accepted the Charity's request. The Charity also requested that all references to its involvement in projects on Israeli Defence Forces bases be removed. In doing so, the Charity sought to underscore both its commitment in the November Letter and the fact that it has not supported any such project since 2016. KKL accepted the Charity's approval before publishing any reference to the Charity or to the Charity's projects, online or otherwise. We anticipate that this will give the Charity greater control over how its work and intent is depicted to the public and protect it from inaccurate articulations of its activities and relationship with KKL in the future. Indeed, the MOU makes clear that non-compliance with its terms is grounds for termination of the Charity's working relationship with KKL.

While this letter solely describes negotiations and agreements with KKL, it is worth emphasizing that the Charity does not have an exclusive working relationship with KKL. It works with several other charities with whom it uses agency agreements that are similar in substance and detail to the GAA. About 25% of the Charity's work is conducted pursuant to such agency agreements. As such, this letter is simply intended to communicate the Charity's good faith efforts to address the concerns raised by the CRA to date, and to express its sincere intention to continue to cooperate with the CRA moving forward.

To that end, Mr. Davis and Ms. Rosenstein are interested in learning about other steps the Charity can currently take to further improve or modernize its practices in order to develop a compliance agreement with the CRA. The Charity has not had any direct contact with any CRA officials outside of written correspondence since this audit began in 2016. It would be beneficial to have the opportunity for a bilateral dialogue. Please let us know if you would be open to a brief teleconference or videoconference with Lance and Edit on a day and time that suits you.



Sincerely,

Gowling WLG (Canada) LLP

and the

David P. Stevens cc: Lance Davis, Chief Executive Officer, Jewish National Fund of Canada Inc. Encl.

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Trademark License Agreement - Canada

This Agreement is made and entered into as of the <u>21e</u> day of <u>October</u>, 2020 (the "Effective Date").

BETWEEN:

Keren Kayemeth Le'Israel - Jewish National Fund

of 1 Keren Kayemeth Le'Israel Street, Jerusalem, 91072, ISRAEL

(hereinafter referred to as the "Proprietor")

- and -

Jewish National Fund of Canada Inc.

of 1000 Finch Avenue West, Toronto, Ontario, M3J 2V5, CANADA

(hereinafter referred to as the "Licensee")

WHEREAS the Proprietor is the owner of various trademark applications and registrations in Canada including the full right, title and interest in and to the trademarks JNF and JEWISH NATIONAL FUND, FONDS NATIONAL JUIF DU CANADA (the "JNF Marks") registered under numbers TMA823055, TMA823053 and application #2021422 in Canada.

AND WHEREAS the parties wish to confirm the license from the Proprietor to the Licensee to use the JNF Marks in Canada.

AND WHEREAS the Proprietor and the Licensee are separate and independent entities sharing common charitable goals.

AND WHEREAS the Licensee has informed the Proprietor of the Licensee's exclusively charitable purposes and has separately undertaken to inform the Proprietor of any changes to the Licensee's exclusively charitable purposes.

AND WHEREAS the Licensee wishes to retain the services of the Proprietor from time to time to assist the Licensee in conducting its charitable projects in Israel and, in doing so, the Licensee wishes to maintain direction and control over its activities and to be regarded as an independent and separate entity from the Proprietor.

AND WHEREAS, to that end, the Licensee wishes to use and maintain its own Canadian-specific trademarks but continue to use in association with those marks the name "Jewish National Fund" and the letters "JNF".

NOW THEREFORE, in consideration of these premises and the mutual covenants hereinafter contained, the Proprietor and the Licensee agree as follows:

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Ownership of JNF Marks

1. The Proprietor is the owner of the full right, title and interest in and to the JNF Marks and registrations therefor in Canada and, with the exception of the rights being licensed hereunder, all other rights relating thereto are expressly reserved by the Proprietor.

Licensed Use of JNF Marks

- 2. Subject to the terms and conditions of this Agreement, the Proprietor confirms its grant to the Licensee of an exclusive non-transferable license to use the JNF Marks and the Jewish National Fund Canada trade name in association with charitable fundraising, education, community building, and leadership development services and other services as registered or will be registered (the "Services") in Canada.
- 3. The Licensee shall have no claim against the Proprietor due to its use of the JNF Marks.
- 4. Except for the rights specifically granted by the Proprietor in accordance with this Agreement, the Proprietor expressly reserves all of its rights with respect to the JNF Marks.
- 5. In addition to using the JNF Marks as permitted by and in accordance with this Agreement, the Licensee intends to develop its own Canadian-specific trademarks and to use such trademarks in association with the use of the JNF Marks. Prior to the use of such trademarks the Licensee must have written consent from the Proprietor in respect of such use. The Licensee agrees that such trademarks shall not include any distinctive features of the JNF Marks such that such use would materially affect the distinctiveness of the JNF Marks.
- 6. The Proprietor acknowledges and agrees that under the terms of this license the Licensee may use the JNF Marks in its logos depicted below or in such other similar logos as will be shared with the Proprietor prior to use.





7. The Licensee shall not use or operate under the JNF Marks outside of Canada without the prior consent of the Proprietor in writing. The Proprietor hereby acknowledges and agrees that the Licensee may use the JNF Marks and the Jewish National Fund Canada name in Israel solely

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with respect to the operation of its charitable programs and projects in Israel.

- 8. The Licensee acknowledges the character and quality control obligations of the Proprietor and shall use the JNF Marks in association with services which conform to all applicable Canadian legislative, regulatory and industry requirements and high standards of quality. Upon written request from the Proprietor, the Licensee will provide samples of promotional materials and information about its Services to the Proprietor so that it may satisfy itself that such materials and services conform to these standards of quality and proper use of the JNF Marks.
- 9. The Licensee shall use the JNF Marks with notice provisions indicating the Proprietor as the owner as directed by the Proprietor from time to time. An acceptable notice would include the following notice:

"The trademarks JNF, JEWISH NATIONAL FUND and FONDS NATIONAL JUIF are used under license."

- 10. The Licensee will do nothing inconsistent with the validity of the JNF Marks or inconsistent with the Proprietor's ownership of the JNF Marks and the Jewish National Fund Canada name and acknowledges the goodwill subsisting in the JNF Marks. The Licensee understands and agrees that any and all goodwill arising from the Licensee's use of the JNF Marks shall incur solely and exclusively to the Proprietor's benefit, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with the Licensee's use of the JNF Marks. The Licensee shall maintain its customary high quality of goods and services as it has for the preceding two years prior to the execution of this Agreement. The Licensee agrees to provide the Proprietor sufficient information, on reasonable request, to permit the Proprietor to verify that such quality standards have been met.
- 11. The Licensee shall not attempt to register the JNF Marks alone or as part of another trademark or any marks that are confusingly similar to the JNF Marks in Canada or anywhere in the world.
- 12. The Licensee acknowledges that any use of the JNF Marks by the Licensee in Canada inures to the benefit of the Proprietor.
- The License must not, at any time, without prior written consent of the Proprietor, assign, sell, lease, transfer or otherwise dispose of or encumber of its rights and obligations under this Agreement.

License Fee

14. In consideration for the rights granted to the Licensee hereunder, the Licensee shall pay a license fee of US\$10 annually to the Proprietor and shall use the JNF Marks only in pursuit of the Proprietor's and the Licensee's mutual charitable objectives. The initial payment will be made on the Effective Date and then on this calendar day in each subsequent year.

Representations and Warranties

15. Each party represents and warrants to the other that:

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- (a) It has the authority to enter into this Agreement and perform its obligation hereunder; and
- (b) Its entering into this Agreement or performing its obligations hereunder is not in violation of any agreement or other instrument to which it is a party or by which it may be bound.

Protection of JNF Marks

- 16. As long as this Agreement is in force, the Proprietor will renew the Canadian trademark registrations for the JNF Marks and will meet all maintenance requirements for these registrations such as requirements by the Canadian Trademarks Office to the classify goods and services.
- 17. If any cancellation action is issued with respect to the Canadian trademark registrations for the JNF Marks, the Proprietor shall promptly notify the Licensee of its issuance and whether or not the Proprietor will respond to the action to defend the registrations. If the Proprietor decides not to respond, then the Licensee may choose to respond. The parties agree to assist and cooperate with each other in a timely manner including, without limitation, the execution of all documents, the performance of all acts and the provision of all information which the other party requires in order to take steps to respond and defend the registrations. In the event that the Proprietor decides not to respond to a cancellation action and the Licensee decides to respond, the Licensee will bear the associated legal costs.
- 18. The Licensee shall promptly notify the Proprietor in writing if it becomes aware of any actual, suspected or threatened infringement of the JNF Marks in Canada. In this event:
 - (a) The Proprietor has the right, in its sole discretion, to commence proceedings against the third party infringer. The Proprietor will bear the legal costs and any recovery from an action or settlement shall belong to the Proprietor. The Licensee shall cooperate and assist the Proprietor in any action at the Proprietor's expense and the Licensee agrees to execute such documents and do such acts and things as in the opinion of the Proprietor may be necessary.
 - (b) If the Proprietor decides not to commence proceedings against the third party infringer, then the Licensee may, in its sole discretion and after notifying the Proprietor and receiving its consent, commence proceedings against the third party infringer. The Proprietor agrees to provide to the Licensee its consent on a specific infringement matter within seven (7) days from receiving a notification of such an infringement from the Licensee. The Licensee shall bear the legal costs and any recovery from an action or settlement shall belong to the Licensee. The Proprietor agrees to execute such documents and do such acts and things as in the opinion of the Licensee may be necessary.
 - (c) Nothing in this Agreement obliges the Proprietor to take any enforcement action. The Licensee shall have no right to require the Proprietor to take any action against any alleged infringer of the JNF Marks or to prevent an unauthorised use of the JNF Marks. The Licensee shall not have any rights against the Proprietor for damages or any other remedy by reason of the Proprietor's failure or refusal to commence proceedings against a third party, the Proprietor's failure or refusal to authorise the Licensee to commence

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proceedings against a third party or any settlement that the Proprietor may enter into with a third party, nor shall any such decision or failure by the Proprietor affect the validity or enforceability of this Agreement.

- 19. If any claim is asserted against either party, or any legal proceedings brought against either party, for alleged infringement of a trademark held by a third party by reason of the use of the JNF Marks in Canada in accordance with this Agreement, the relevant party will:
 - (a) Provide prompt written notice of such claim or proceeding to the other party; and
 - (b) Keep the other party informed of all developments in connection therewith.
- 20. The parties agree to promptly consult with each other and cooperate fully including, without limitation, the execution of all documents, the performance of all acts and the provision of all information which the other party requires in order to take steps to maintain, enforce or defend the rights in the JNF Marks in Canada.
- 21. The Licensee shall not take any action or commence any proceedings in respect of the JNF Marks without the written consent of the Proprietor. Such consent shall not be unreasonably withheld and shall be provided in a timely manner.

Indemnity

- 22. The Licensee agrees, while this Agreement is in force and thereafter, to indemnify and hold harmless, the Proprietor and its respective officers, directors, employees, and agents from and against any and all third-party claims of liability, class actions, demands, judgements or causes of any action, and damages, costs and expenses related thereto (including but not limited to reasonable attorney's fees and costs), arising out of the Licensee's usage of the JNF Marks in Canada in accordance with this Agreement where:
 - Prompt written notice is given to the Licensee of any such suit or claim;
 - (b) The Licensee shall have the option and right to undertake and conduct the defence of any such suits or claims brought against the Proprietor;
 - (c) No settlement of any suit or claim should be made or entered into by the Licensee without the prior written consent of the Proprietor;
 - Such indemnification shall extend to third-party claims related to the Licensee's failure to comply with the terms of this Agreement;
 - (e) The Licensee acknowledges that the Proprietor has given no warranties, representations or indemnities:
 - (i) concerning the legality or the risks of using the JNF Marks; or
 - (ii) in respect of any liability or expense arising from a claim that use of the JNF Marks infringes any right of any third party.

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Termination

- 23. This Agreement shall continue in full force and effect unless terminated as set out below.
 - (a) The parties may terminate this Agreement at any time by mutual agreement.
 - (b) Either party may terminate this Agreement on six (6) months written notice delivered to the other party.
 - (c) Either party may terminate this Agreement upon the commission of a material breach of the Agreement by the other party, if breach is not cured or resolved within thirty (30) days of receipt of written notice of such breach.
 - (d) The Proprietor may terminate this Agreement immediately by a notice in writing to the Licensee in the event that (a) the Licensee's status as a registered charity in Canada is revoked without appeal, (b) the Licensee amends its articles or by-laws in a way that no longer coincides with the Proprietor's objectives or (c) the General Agency Agreement between the Proprietor and the Licensee (as it may be amended, supplemented or replaced from time to time) is terminated for any reason.
- 24. Where the Proprietor is given a right to terminate hereunder and does not exercise the same, such forbearance shall not be deemed to be a waiver of its right to terminate upon any subsequent or future event by which it has, or is provided with, the right to terminate this Agreement.
- 25. Upon termination of this Agreement, the Licensee shall within six (6) months, or as otherwise agreed between the parties, cease any and all use of the JNF Marks and the Jewish National Fund Canada trade name and Licensee shall not thereafter do anything inconsistent with the validity of the JNF Marks or inconsistent with the Proprietor's ownership of the JNF Marks. Without limitation, the Licensee shall not use the JNF Marks, the Jewish National Fund name, or any word or design confusing with the JNF Marks, either as a legal name, trademark, trade name or otherwise. At the request of the Proprietor, the Licensee shall destroy or deliver up to the Proprietor all signs, advertising and other materials bearing the JNF Marks or the Jewish National Fund trade name that are under the power or control or in the possession or custody of the Licensee. The Licensee shall not itself, or direct another, to challenge the validity of the JNF Marks in Canada.
- 26. Termination of this Agreement shall be without prejudice to any rights or claims which either party may have against the other party which arose prior to the date of termination.

Confidentiality

27. No party shall disclose, use or otherwise communicate to any third party (other than the disclosing party's respective employees, agents, and participants with respect to this Agreement, in their capacity as such and who have a specific "need to know" and who shall be bound by the provisions of the confidentiality section of this Agreement) any information regarding either the terms and provisions of this Agreement or any other confidential materials, trade secrets, financial

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information and/or proprietary information delivered pursuant to the terms and provisions of this Agreement except:

- (a) To the extent necessary to comply with a specific applicable law or the valid order of a court of competent jurisdiction in which event the party making the disclosure or communication shall notify the other party in writing and shall seek confidential and proprietary treatment of the information;
- (b) As part of normal reporting or review procedure to the disclosing party's board of directors, parent company, auditors and attorneys provided, however, that those persons or entities agree to be bound by the provisions of the confidentiality section of this Agreement;
- (c) To enforce its rights under this Agreement in a court of competent jurisdiction; or
- (d) To the extent that such information is part of the public domain through disclosure other than by the disclosing party.
- 28. The provisions of the confidentiality section of this Agreement shall survive the termination or expiration of this Agreement.

Transferability

29. This Agreement shall not be assigned or transferred, in whole or in part, by Licensee, without the prior written consent of the Proprietor.

Notice

30. Any notice or written communication required or permitted hereunder must be in writing by a person duly authorised by the sender and shall be delivered by hand, by registered mail, or by email to the addresses set out below:

To the Proprietor:	Keren Kayemeth Le'Israel – Jewish National Fund
	1 Keren Kayemeth Le'Israel Street, Jerusalem, 91072, ISRAEL
	Attention: Shoshi Taragin and Sharon Geva
	Email: ShoshiT@kkl.org.il and sharonge@kkl.org.il
To the Licensee:	Jewish National Fund Canada
	1000 Finch Avenue West, Toronto, Ontario, M3J 2V5, CANADA
	Attention: Edit Rosenstein and Lance David
	Email: edit.rosenstein@jnf.ca and lance.davis@jnf.ca

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- 31. The date and time of a Notice sent in accordance with the terms and conditions of this Agreement shall be deemed to have been received:
 - (a) In the case of delivery in person, at the date and time when delivered;
 - (b) In the case of registered mail, at the date and time when received;
 - (c) In the case of facsimile, at the date and time of completion of transmission; or
 - (d) In the case of email, at the date and time of receipt by sender of confirmation from sender's email program that the email was successfully sent.
- 32. Either party may, by giving written notice as provided herein, change its address, facsimile number or email address for receiving notice hereunder.

Entire Agreement

33. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.

Amendment

34. This Agreement may be amended or modified only if mutually agreed upon and only by a notice in writing signed by both parties.

Waiver

35. No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made by a notice in writing.

Relationship of the Parties

- 36. Nothing in this Agreement shall be construed to create or constitute an employment relationship between the parties.
- 37. Neither party is authorized to enter into any agreement on behalf of, assume any obligation for, or otherwise bind the other party financially or otherwise, nor is either party responsible for the obligations of the other party.

Costs

38. Each of the parties shall bear its own legal, accounting and other costs, charges and expenses of and incidental to the preparation, negotiation and execution of this Agreement.

Construction

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39. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it

Governing Law and Dispute Resolution

- 40. This Agreement shall be governed by, and construed under, the laws of the Province of Ontario and the laws of Canada applicable therein. If one or more of the provisions of this Agreement is found to be void or unenforceable, the Agreement as a whole shall not be affected thereby, and the provisions in question shall be replaced by an interpretation in conformity with the law which comes closest to effecting the parties' original intention.
- 41. Any dispute in respect of this Agreement shall be first attempted to be resolved by a conference involving senior executives of each Party who shall attempt to resolve the dispute in good faith. Failing such resolution, the dispute shall be mediated by a mediator agreed to by the parties, such mediation to take place in the State of Israel. Failing resolution at such mediation, the mediation shall be converted into an arbitration, with the mediator being the sole arbitrator of the proceeding. The decision reached at such arbitration shall be final and binding. The rules of such mediator or arbitration shall be agreed to by the parties. Failing agreement on the identity of the mediator or the rules for the mediation or arbitration, any party may make an application to a court of competent jurisdiction in the State of Israel to determine the identity of the mediator, and to set the rules for the mediation or arbitration.

Counterparts

42. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Facsimile or PDF signatures to this Agreement shall be effective.

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IN WITNESS WHEREOF the partics hereto have executed this Agreement.

Keren Keyemeth Le'Israel - Jewish National Fund By: Name: Ronnie Vinnikov Title: _______O____

0 By: NA UVA CFO

Jewish National Fund of Canada Inc.

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GENERAL AGENCY AGREEMENT

THIS GENERAL AGENCY AGREEMENT (the "Agreement") is made as of the 1st day of January, 2020 (the "Effective Date")

BETWEEN:

JEWISH NATIONAL FUND OF CANADA INC., a corporation without share capital incorporated under the laws of Canada with its registered office in Montreal, Quebec, Canada

(hereinafter called "JNF Canada")

- and -

KEREN KAYEMETH LE'ISRAEL – JEWISH NATIONAL FUND, a public benefit company governed by Israeli law with its registered office in Jerusalem, Israel

(hereinafter called "KKL" or the "Agent")

RECITALS:

- A. JNF Canada is a registered Canadian charity, and, as of the Effective Date, has as its charitable purposes: "To create, provide, enlarge and administer a fund to be made up of voluntary contributions from the Jewish community and others, to be used for charitable purposes". JNF is in the process of amending its charitable objects. It is expected that JNF Canada will change its charitable objects as indicated in Schedule 2 to this Agreement. JNF Canada has undertaken to inform the Agent of any changes to JNF Canada's exclusively charitable purposes.
- B. KKL is a non-governmental organization (NGO) registered as a public benefit company governed by Israeli law and is regulated by the Israeli Corporations Authority. KKL aims to work toward developing the land, strengthening the bond between the Jewish people and their homeland, responding to the needs of the country and preserving Israel's natural and cultural heritage.
- C. Each party is legally and operationally in all respects a separate and independent entity, each with its own separate Board of Directors, employees, and donors.
- D. In the interest of efficiency of operation and maximum utilization of the funds at its disposal, JNF Canada wishes to employ the facilities, services and personnel of KKL to implement, or supervise the implementation of, one or more charitable projects (each, a "Charitable Project") that will be determined following the Effective Date in accordance with the terms and conditions of this Agreement.

THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. RELATIONSHIP OF JNF CANADA AND KKL

- 1.1 **Designation**. JNF Canada hereby designates KKL to act as its non-exclusive agent from time to time in matters relating to the implementation, or the supervision of the implementation, of one or more Charitable Projects, as may be authorized from time to time by JNF Canada in accordance with this Agreement.
- 1.2 **Nature of Relationship**. For greater clarification of the relationship between JNF Canada and KKL:
 - JNF Canada will maintain direction, control and supervision over the application of its funds by KKL;
 - (b) KKL will comply with all reasonable instructions of JNF Canada under this Agreement; and
 - (c) JNF Canada may exercise such direction, control and supervision, or exercise or perform any of its rights under this Agreement with the assistance of one or more paid employees or volunteers of JNF Canada, who may be designated by JNF Canada to KKL in writing from time to time.
- 1.3 Joint Venture Agreement. This Agreement is intended to replace the Joint Venture Agreement between the parties dated June 1, 2018. Following the Effective Date, the parties will work to terminate the Joint Venture Agreement promptly after making arrangements to unwind the joint venture relationship, including returning any uncommitted funds that might be held by or on behalf of the joint venture, whether in a bank account or in trust, to the owner of those funds. Charitable Projects currently under development or in process that were governed by the Joint Venture Agreement will be governed by this Agreement. The parties will ensure that all such continuing Charitable Projects are governed by a Governing Document as defined in Section 2.1.
- 1.4 Amended Charitable Purposes. As of the Effective Date, JNF Canada has submitted the proposed charitable purposes set forth in Schedule 2 to the Charities Directorate, Canada Revenue Agency ("CRA") for approval. JNF Canada will notify KKL in writing if and when the CRA has approved the proposed charitable purposes or any amendment thereof, and those approved charitable purposes will replace the charitable purposes set forth in the recitals of this Agreement at that time.

2. CHARITABLE PROJECTS

2.1 Governing Documents. Each Charitable Project to be performed under this Agreement shall be described in a document ("Governing Document") that is in substantial conformity with Schedule 1 or such other form as the parties may agree (provided the substance is substantially similar to Schedule 1). Each Governing Document, once agreed upon by the parties, will form part of and be subject to the terms and conditions of this

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Agreement. To the extent of any conflict between a Governing Document and this Agreement, the terms of the Agreement shall prevail (unless the parties explicitly agree in a Governing Document that one or more provisions of the Governing Document are intended to override or prevail over specific terms of this Agreement and the Governing Document identifies those specific terms).

2.2 Contents of Governing Documents. Each Governing Document will provide for, at a minimum:

- (a) a detailed description of the Charitable Project;
- (b) how the Charitable Project furthers JNF Canada's charitable purposes;
- (c) the roles and responsibilities of each party's personnel and any contractors;
- (d) the name, roles and responsibilities of the Third Party Agent (if any);
- (e) a proposed budget for the Charitable Project that sets out the expected expenditures required for the operation of the Charitable Project, including:
 - the human resources expenses that are expected to be payable to any employees and contractors and the Third Party Agent (if applicable); and
 - details of any "matching funds" that KKL may contribute towards the performance of the Charitable Project;
- (f) provisions that address the ownership and use of the Charitable Project;
- (g) proposed milestones and other conditions required to be achieved prior to the payment of the expenses incurred by KKL in execution of the Charitable Project; and
- (h) provisions to address how the Charitable Project will be publicly identified (including as a project of JNF Canada) both on-site and in all literature and promotional materials.
- 2.3 Third Party Agent. JNF Canada may wish to retain KKL to provide supervisory services in relation to the work provided by a third party agent of JNF ("Third Party Agent"), including supervising the Third Party Agent's performance of the Charitable Project or part thereof (typically excluding financial aspects of the Charitable Project), pursuant to a Governing Document that sets out the roles and responsibilities of JNF Canada, KKL and the Third Party Agent. KKL For greater certainty, any such work will be a "Charitable Project" under this Agreement.
- 2.4 **Performance**. KKL undertakes to perform, or supervise the performance of, each Charitable Project in accordance with the applicable Governing Document, in a competent fashion and utilizing qualified and properly trained personnel.

- 2.5 No Alterations. KKL shall not make, implement or allow any material change in the Charitable Project unless and until the parties agree to amend this Agreement in accordance with Section 7.8. A "material change" for purposes of this section is any change to a Charitable Project that would, if made or implemented in the absence of an amendment to this Agreement, cause a party to be in breach of this Agreement. If KKL proposes any such material change amendment, JNF Canada's review and approval thereof shall not be unreasonably withheld.
- 2.6 Notification of Delay. KKL shall promptly notify JNF Canada upon becoming aware of any delay in the implementation of the Charitable Project and of the cause thereof.
- 2.7 Expenditures. It is expected that all of the funds advanced to KKL will be for reimbursement of the expenses of KKL and/or Third Party Agent in the conduct of the Charitable Project. However, if, by exception, JNF Canada advances funds in advance of expenses being incurred by KKL and/or Third Party Agent, KKL undertakes to hold all such funds received from JNF Canada in trust, separate and apart from the funds of KKL and agrees to return any unexpended or uncommitted funds forthwith upon demand by JNF Canada. In this regard, KKL shall deposit all such advance funds received from JNF Canada and will disburse such funds only as directed by JNF Canada. Except to the extent that financial commitments made by KKL on behalf of JNF Canada in accordance with the provisions of this Agreement remain unpaid, JNF Canada shall be entitled to withdraw or withhold its funds or other resources at its discretion.

3. **REPORTING**

- 3.1 **Reporting General**. KKL will keep JNF Canada regularly and fully informed of its activities and of general developments in the areas of activity in which KKL acts from time to time as operating agent for JNF Canada. Without limiting the generality of the foregoing:
 - (a) KKL agrees to be available, upon reasonable advance request by JNF Canada for consultation with a representative or representatives of JNF Canada; and
 - (b) JNF Canada shall have the right to inspect or monitor the implementation of any Charitable Project at any reasonable time in order to ensure that it is being carried out in accordance with this Agreement, and that the use of JNF Canada funds is in accordance with this Agreement.
- 3.2 Financial Reporting. KKL will render to JNF Canada annual unaudited statements of account of funds received from or for the account of JNF Canada and of any and all expenditures incurred or committed for its account during such period. No more than once per calendar quarter, JNF Canada may request from KKL, the preparation of unaudited financial statements or any other type of report as may be reasonably required to enable JNF Canada to maintain control over the expenditure of its funds by KKL. Such statements of account shall be in such reasonable form, including computerized records accessible over the internet, as may be directed by JNF Canada. KKL shall furnish to JNF Canada in

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each year a full and complete report of the allotment of JNF Canada's funds for the preceding calendar year, which report shall outline in detail all amounts received by KKL from or on behalf of JNF Canada together with a detailed breakdown of expenditures made by JNF Canada pursuant to the written directions of JNF Canada to enable JNF Canada to make informed decisions as to the application of its funds and to maintain full and complete records.

4. RECORDS AND AUDIT

4.1 Records and Audit.

- (a) KKL will keep adequate books and records to substantiate compliance with its obligations hereunder, including records of all funds received from or for the account of JNF Canada and for all expenditures incurred. KKL shall keep copies of all such books and records for at least six (6) years.
- (b) Upon reasonable advance notice, JNF Canada may, or may appoint an auditor of its own choosing to, examine the books and records of KKL at any time, including in the six (6) years following the termination of this Agreement, in connection with those matters involving the income and expenditure of funds, and the purchase, maintenance, possession and insurance of property by KKL in its capacity as the agent of JNF Canada.
- (c) Upon reasonable advance notice, KKL shall provide JNF Canada with a copy of any sub-contract that it has entered into connection with a Charitable Project.

5. TERM AND TERMINATION

5.1 Term. This Agreement will continue from the Effective Date until it is terminated in accordance with the provisions hereof.

5.2 Termination for Convenience.

- (a) This Agreement may be terminated at the option of either party upon sixty (60) days' written notice to the other party.
- (b) Upon receipt of a notice described in Section 5.2(a):
 - KKL shall commence an orderly wind-down of any and all active Charitable Projects and make reasonable efforts to minimize the costs of such winddowns, including any third party cancellation charges; and
 - (ii) KKL shall advise JNF Canada of all sub-contracts associated with any active Charitable Projects, and to deal with any such sub-contracts in a reasonable manner.

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(c) The sole compensation of KKL in the event this Agreement is terminated for convenience shall be limited to:

- reimbursement for all work completed in accordance with this Agreement up to and including the date of termination; and
- (ii) reimbursement for all cancellation charges of third parties directly caused by the termination, provided JNF Canada has been advised of and agreed to such charges prior to cancellation (and provided the sub-contract has not been assigned to JNF Canada).

Upon termination under this section, KKL shall return any funds advanced by JNF Canada that have not been expended, committed to be spent, or that will not be used in connection with the reimbursements contemplated hereunder.

5.3 Termination by JNF Canada for Default.

- (a) JNF Canada may give the Agent written notice that the Agent is in default of its obligations under this Agreement upon the occurrence of any of the following (each, a "Default"):
 - KKL is adjudged bankrupt or makes a general assignment for the benefit of creditors because of the Agent's insolvency or if a receiver is appointed because of the Agent's insolvency;
 - the Agent fails to comply with a reasonable instruction of JNF Canada under Section 1.2(b); or
 - (iii) the Agent fails to comply with Section 2.4, Section 2.5, or Section 3.1.
- (b) JNF Canada may terminate this Agreement upon written notice to KKL in the event of a Default under Section 5.3(a)(ii) or (iii), provided that such Default is not cured by the Agent within forty-five (45) days of notification of such Default by JNF Canada (or such other period of time as may be agreed in writing by the parties). JNF Canada may terminate this Agreement immediately in the event of a Default under Section 5.3(a)(i).
- (c) Upon receipt of a notice described in Section 5.3(b), KKL shall advise JNF Canada of all sub-contracts associated with any active Charitable Projects, and to deal with any such sub-contracts in a reasonable manner.
- (d) The sole compensation of KKL in the event this Agreement is terminated for Default under Section 5.3(a) shall be limited to reimbursement for all work completed in accordance with this Agreement up to and including the date of termination.
- (e) Upon termination under this section, KKL shall return any funds advanced by JNF Canada that have not been expended or committed to be spent.

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5.4 Termination by KKL for Default.

- (a) KKL may terminate this Agreement for default upon written notice to JNF Canada in the event of a material breach by JNF Canada of a material term of this Agreement, provided that such breach is not cured within forty-five (45) days of notification of such breach by KKL to JNF Canada (or such other period of time as may be agreed in writing by the parties).
- (b) The sole compensation of KKL in the event this Agreement is terminated for default under Section 5.4(a) shall be limited to:
 - (i) reimbursement for all work completed in accordance with this Agreement up to and including the date of termination; and
 - (ii) reimbursement for all for cancellation charges of third parties directly caused by the termination, provided JNF Canada has been advised of and agreed to such charges prior to cancellation.

Upon termination under this section, KKL shall return any funds advanced by JNF Canada that have not been expended, committed to be spent, or that will not be used in connection with the reimbursements contemplated hereunder.

5.5 Suspension. During the forty-five (45) day cure period contemplated in Section 5.3(b), JNF Canada may withhold any funds that it would otherwise be obliged to pay the Agent hereunder.

6. LIABILITIES AND INSURANCE

- 6.1 **Limitation of Liability**. In no event shall a party be liable to the other party for any consequential, exemplary, special, punitive or indirect losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability, fundamental breach or otherwise, including loss of use, profit, business, or reputation.
- 6.2 **Insurance.** Each party shall carry adequate insurance against any liability arising in relation to each Charitable Project. Each party shall be named as an additional insured party in all applicable insurance policies of the other party. Each party will provide the other party with confirmation from the insurer as to the insurance coverage, and will make commercially reasonable efforts to obtain an undertaking from the insurer to immediately notify the other party prior to any cancellation, significant change or lapse of the insurance policy.

7. GENERAL

7.1 Disputes. All disputes, disagreements, controversies, questions arising out of or relating to this Agreement ("Disputes") shall first be submitted to a coordinating committee (the "Coordinating Committee") for informal resolution. Either party may commence an informal resolution under this section 7.1 by delivering a written notice of informal resolution to the other party (the "Notice of Informal Resolution"). Once the Notice of

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Informal Resolution has been delivered, each party shall, within five (5) days, appoint a representative individual to the Coordinating Committee. In the event that one of the nominees is unable to continue acting on the Coordinating Committee, or if the nominating party wishes to replace its nominee, the nominee shall be replaced by another nominee from the respective nominating party. The Coordinating Committee shall review the Dispute on a timely basis. If the Coordinating Committee is unable to resolve the Dispute within thirty (30) days of the date of receipt of the Notice of Informal Resolution by the receiving party, then such Dispute shall be escalated to the parties' "CEO" level representatives, who shall have an additional ten (10) days to resolve such Dispute, and failing which, then either party may refer the Dispute to mediation by a mediator agreeable to the parties and located in Israel. If a mediator cannot be agreed, or mediation does not resolve the Dispute for any reason, then either party may commence legal action in Israel.

- 7.2 Not Employees of JNF Canada. No person employed by KKL, or otherwise engaged by KKL in implementing the Charitable Project, shall in any way be considered an employee of JNF Canada nor shall such person have any rights as an employee of JNF Canada, nor shall such person be eligible to receive any payments, compensation, social or other benefits in connection with the performance of his or her services relating to the Charitable Project or with the termination or cancellation of this Agreement, except as provided herein.
- 7.3 Not Employees of KKL. No person employed by JNF Canada, or otherwise engaged by JNF Canada in implementing the Charitable Project, shall in any way be considered an employee of KKL nor shall such person have any rights as an employee of KKL, nor shall such person be eligible to receive any payments, compensation, social or other benefits in connection with the performance of his or her services relating to the Charitable Project or with the termination or cancellation of this Agreement, except as provided herein.
- 7.4 Assignment. Neither party may assign this Agreement in whole or in part, including the performance of any Charitable Project, without the prior written consent of the other party. The parties may not subcontract any of their obligations hereunder except as contemplated in this Agreement.
- 7.5 **Counterparts**. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement and notwithstanding their date of execution shall be deemed to be executed on the date set out above.
- 7.6 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Israel. The parties hereby submit to the jurisdiction of the courts of the State of Israel.
- 7.7 Notices. Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, fax, registered mail or electronic means of communication or by commercial courier to such other party as follows:

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(a) to JNF Canada at:

1000 Finch Ave W., Suite 700 Toronto, Ontario Canada M3J 2V5

Attention: Lance Davis Email: lance.davis@inf.ca

(b) to KKL at:

I Keren Kayemeth Street Jerusalem Israel 91072

 Attention:
 Shoshi Taragin and Sharon Geva

 Email:
 ShoshiT@kkl.org.il

 and sharonge@kkl.org.il

or to such other address, individual or electronic communication number as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the seventh (7th) business day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such demand, notice or other communication shall not be mailed but shall be given by personal delivery or by electronic communication.

- 7.8 Amendments. This Agreement, including any Governing Document hereunder, shall not be amended other than by an instrument in writing signed by both parties and stating that the parties intend to amend this Agreement.
- 7.9 **Survival**. All obligations which, by their nature, are intended to survive the expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement until such obligations expire according to their respective terms or intent.
- 7.10 **Further Assurances.** The parties hereto shall sign further and other documents, cause such meetings to be held, resolutions passed and by laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

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IN WITNESS WHEREOF the parties have signed this Agreement by their duly authorized representatives as of the Effective Date.

JEWISH NATIONAL FUND OF CANADA INC. KEREN KAYEMETH LE'ISRAEL - -JEWISH NATIONAL FUND Per: Wondy Exanger Extended Name: Title: Name: Title: Name: Ta Das Lime Douis Rounde Vilumikov CEO YUTAL YEAN' CFO M.M.

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SCHEDULE 1

This document is a schedule to the General Agency Agreement ("Agreement") dated [1] and entered into between JEWISH NATIONAL FUND OF CANADA INC. ("JNF Canada") and KEREN KAYEMETH LE'ISRAEL – JEWISH NATIONAL FUND ("KKL" or the "Agent"). It contains supplementary terms and conditions relating to a Charitable Project to be carried out pursuant to it. All of the terms and conditions of the Agreement apply to the Charitable Project and no provision of this schedule shall be applied or interpreted in a manner which contradicts or frustrates it. Where a provision of this schedule contradicts a provision of the Agreement, the provision of the Agreement shall prevail.

I. DESCRIPTION OF THE CHARITABLE PROJECT

[NTD: Provide details of the Charitable Project, including the need for it and its location.]

II. CONNECTION OF CHARITABLE PROJECT TO JNF CANADA'S PURPOSES

[NTD: Describe how the Charitable Project is connected to and furthers one or more of JNF Canada's charitable purposes.]

III. ROLES AND RESPONSIBILITIES OF EACH PARTY'S PERSONNEL AND CONTRACTORS

[NTD: Include a clear, complete and detailed description of each of JNF Canada's and KKL's activities. If KKL's will oversee the Third Party Agent's performance of the Charitable Project, describe that role here. In that case, JNF Canada might provide KKL with a copy of its contract with the Third Party Agent. KKL would act as an intermediary between JNF Canada and the Third Party Agent to verify compliance with the agreement and to advise JNF Canada of developments and to relay]

IV. THE ROLES AND RESPONSIBILITIES OF THE THIRD PARTY AGENT

[NTD: Describe the roles and responsibilities of the Third Party Agent. Note that the Third Party Agent might be the ultimate recipient of the funds. For instance, in the Herzog hospital project, the hospital was the Third Party Agent.]

V. TERM OF THE CHARITABLE PROJECT

[NTD: Set out all applicable timeframes.]

VI. BUDGET OF THE CHARITABLE PROJECT

[NTD: The CRA and the Agreement require a detailed budget that is specific with respect to amounts, expenditure items, timing and methods and conditions governing the transfer of funds. Also, if there will be matching funds, these should be described here.]

VII. MILESTONES TO BE ACHIEVED AND OTHER CONDITIONS TO BE MET PRIOR TO THE REIMBURSEMENT OF ANY EXPENSES INCURRED BY THE AGENT IN PURSUIT OF THE PROJECT

[For larger Charitable Projects, especially capital projects, the reimbursement of the funds expended by the Agent should be conditioned on achieving certain concrete milestones and meeting other conditions, including conditions relating to reporting and recognition.]

VIII. OWNERSHIP AND USE OF THE CHARITABLE PROJECT

[NTD: If the Charitable Project is a capital project (e.g., a construction project), then JNF Canada will need to confirm:

(1) after making reasonable inquiries, including obtaining legal advice in Israel, that JNF Canada cannot own or lease the land on which the Charitable Project will be located nor the Charitable Project itself; and

(2) that legal title to the lands on which the Charitable Project will be located as well as the Charitable Project itself will be held by KKL or Third Party Agent.]

NTD: If KKL owns the Charitable Project or the lands on which the Charitable Project is located, KKL will need to confirm the following in this Governing Document:

- (a) that the Charitable Project will only be used to provide [NTD: To be completed. For example: "physiotherapy treatments to disabled veterans and their families"] for the useful life of the Charitable Project;
- (b) that the Charitable Project will not be used at any time for any commercial or business or profit or political purpose;
- (c) that KKL will not make nor allow any change of the use of the Charitable Project without the prior written consent of JNF Canada. JNF Canada will not give such consent for any non-charitable use whatsoever;
- (d) that KKL will not sell, lease or transfer the Charitable Project to a third party throughout its useful life; and
- (e) JNF Canada will be entitled from time to time to visit the Charitable Project to ensure that it is being maintained, insured and used for charitable purposes.]

[NTD: If KKL does not own the Charitable Project or the land on which it is situated, JNF Canada will need to seek these commitments from the Third Party in a separate agreement (i.e., the Project Agreement). If the Third Party Agent does not own the Charitable Project or the land on which it is situated, it could make the project unworkable.]

IX. SPECIFIC REPORTING OBLIGATIONS OF KKL

[NTD: Describe any reporting obligations of KKL – over and above those in the Agreement. The reports of KKL must be sufficient to show that the expenditures are in accordance with the description of the Charitable Project and the budget.]

X. PUBLICITY

[NTD: The CRA and the Agreement require that the Charitable Project be appropriately recognized as a Charitable Project of JNF Canada.]

IN WITNESS WHEREOF the parties have signed this Schedule 1 to the General Agency Agreement by their duly authorized representatives.

JEWISH NATIONAL FUND OF CANADA INC. KEREN KAYEMETH LE'ISRAEL - -JEWISH NATIONAL FUND

Per: U.S. Enduige Southans Name: Wendy Eidinger Copatines Tille: president Date: act 26/2020

Per: YUTAL Name: ENN CFD Title. Date:

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SCHEDULE 2

PROPOSED NEW CHARITABLE PURPOSES

(1) To relieve poverty by providing basic amenities, including food, clothing and shelter, financial aid, employment and psychological counselling to needy persons in Israel.

(2) To relieve poverty by employing indigent labour on projects of an exclusiveley charitable nature

(3) To advance education by providing courses, seminars and workshops about Judaism and Jewish values such as Klal Yisrael (the community of Israel), Kol Yisrael arevim zeh lazeh (all Jews are responsible for one another) and Tzedaka (righteousness, social justice) and Tikun Olam (repairing the world).

(4) To advance education by conducting formal and informal education programs for youth and young adults, with particular emphasis on programs for Jews attending colleges and universities, aimed at developing, enhancing and strengthening Jewish identity and grounded in Jewish values.

(5) To advance education by working in partnership with qualified donees in Canada and to develop skills, tools and educational resources in Israel.

(6) To develop or promote public health.

(7) To promote and provide medical services.

(8) To improve the quality of drinking water and water used in agriculture by constructing wells and water treatment, irrigation and sewage treatment systems.

(9) To improve skills in forestry, agriculture and horticulture and to assist in the preservation of the environment.

(10) To provide support and encouragement to persons with disabilities by offering programs in individual development, education, employment and integration into the community.

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(11) To educate and increase the public's understanding of the environment and its importance by offering courses, seminars, conferences and meetings and by collecting and disseminating information on that topic.

(12) To provide non-profit residential accommodation and incidental facilities exclusively for:

- (a) Persons of low income;
- (b) Senior citizens primarily of low or modest income; or
- (c) Disabled persons primarily of low or modest income.

(13) Through the construction of buildings, infrastructure and public works, to promote all of the above listed charitable purposes, including by building hospitals, schools, museums, libraries, group homes and homes for the aged, memorials, public parks, nature reserves, and reservoirs, and like projects and structures.

(14) To gift funds to qualified donees as defined in subsection 149.1(1) of the Income Tax Act.

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is effective the 26 day of <u>October</u>, 2020 (the "Effective Date").

BETWEEN:

JEWISH NATIONAL FUND OF CANADA INC., a registered charity under the *Income Tax Act* (Canada), having its registered office in Montreal, Canada

(hereinafter called "JNF Canada")

- and -

KEREN KAYEMETH LE'ISRAEL – JEWISH NAITONAL FUND, is a non-governmental organization registered as a public benefit company governed by Israeli law, having a registered office in Jerusalem, Israel

(hereinafter called "KKL")

RECITALS:

- A. JNF Canada and KKL are legally and operationally in all respects separate and independent entities, each with its separate Board of Directors and employees.
- **B.** JNF Canada and KKL share a common general purpose and objective in strengthening the land and people of Israel for all of its citizens and Jews throughout the diaspora. JNF Canada's commitment to this purpose is restricted by law to those aspects of this general purpose that are exclusively charitable under Canadian law.
- C. JNF Canada has retained and will continue to retain KKL to be its non-exclusive intermediary or agent in Israel to aid JNF Canada in implementing one or more of its charitable projects (the "Charitable Projects").
- **D.** JNF Canada and KKL entered into a General Agency Agreement (the "Agreement") which complies with the Canada Revenue Agency's guidance on structuring a relationship with an intermediary.
- E. The Agreement has the following key features, each as more fully described in the Agreement:
 - It specifies that JNF Canada will maintain direction, control and supervision over the application of its funds by KKL for Charitable Projects.
 - (2) It requires KKL to comply with JNF Canada's reasonable instructions under the Agreement.

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- (3) It requires KKL to keep JNF Canada regularly and fully informed of its activities when it acts as an agent of JNF Canada, including by being available upon reasonable advance request by JNF Canada for consultation and allowing JNF Canada to inspect or monitor as a matter of right the implementation of Charitable Projects to ensure they are being carried out in accordance with the Agreement.
- (4) It requires a project description for each Charitable Project, an explanation of how the Charitable Project furthers JNF Canada's charitable purposes, the roles and responsibilities of personnel and contractors in the field, a proposed budget, provisions that address the ownership and use of the Charitable Project, proposed milestones and other conditions required to be achieved prior to the payment of expenses incurred by KKL in the execution of the Charitable Project, and expected expenditures.
- (5) It prohibits KKL from making, implementing, or allowing any material change in a Charitable Project unless and until the parties amend the Agreement by a signed, written instrument that indicates both JNF Canada and KKL intend to amend the Agreement.
- (6) It makes reimbursement of expenses the standard form of advancing funds to KKL in respect of Charitable Projects and requires KKL to hold funds in a separate trust in exceptional cases where JNF Canada provides funds to KKL in advance of expenses being incurred by KKL.
- (7) It requires KKL to keep adequate books and records, including records of all funds received from or for the account of JNF Canada and for all expenditures incurred by KKL, and to keep copies of same for at least six (6) years.
- (8) It requires KKL to deliver to JNF Canada annual unaudited financial statements to account for funds received from or for the account of JNF Canada, and to deliver an annual report on expenditures and the allotment of funds for the preceding calendar year.
- **F.** JNF Canada and KKL intend to comply with the Agreement to enable JNF Canada to maintain direction, control and supervision over its charitable projects and to comply with Canadian charities law.
- G. To better accord with the nature of JNF Canada and KKL's relationship and the spirit of the Agreement, JNF Canada and KKL have made the following changes to their website:
 - Updated their website to demonstrate that JNF Canada and KKL are separate entities and that KKL assists JNF Canada in implementing its charitable projects.
 - (2) Removed all references that suggest that JNF Canada donates or gifts funds to KKL.
 - (3) Made clear that JNF Canada has no involvement in projects on Israeli Defence Force bases.

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- H. As of the Effective Date, KKL will obtain JNF Canada's approval before publishing any reference to JNF Canada and to the projects and activities of JNF Canada, including on KKL's website and in KKL's marketing or fundraising material, and such approval will not be unreasonably withheld by JNF Canada.
- I. Non-compliance with the Agreement or this Memorandum may result in a termination of JNF Canada and KKL's working relationship.

NOW THEREFORE, THIS MEMORANDUM WITNESSETH that:

- 1. The parties affirm the recitals and agree that they form an integral part of this Memorandum.
- 2. Each party shall at any time and from time to time, upon each request by the other party, execute and deliver such further documents and do such further acts and things as the other party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Memorandum.
- Delivery of this Memorandum by facsimile transmission shall constitute valid and effective delivery.
- 4. This Memorandum may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
- This Memorandum shall be governed by the laws of the Province of Ontario and the laws of Canada to the extent applicable therein.

[Remainder of the page intentionally left blank]

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IN WITNESS WHEREOF the parties hereto have caused this Memorandum to be executed on the Effective Date.

INC.

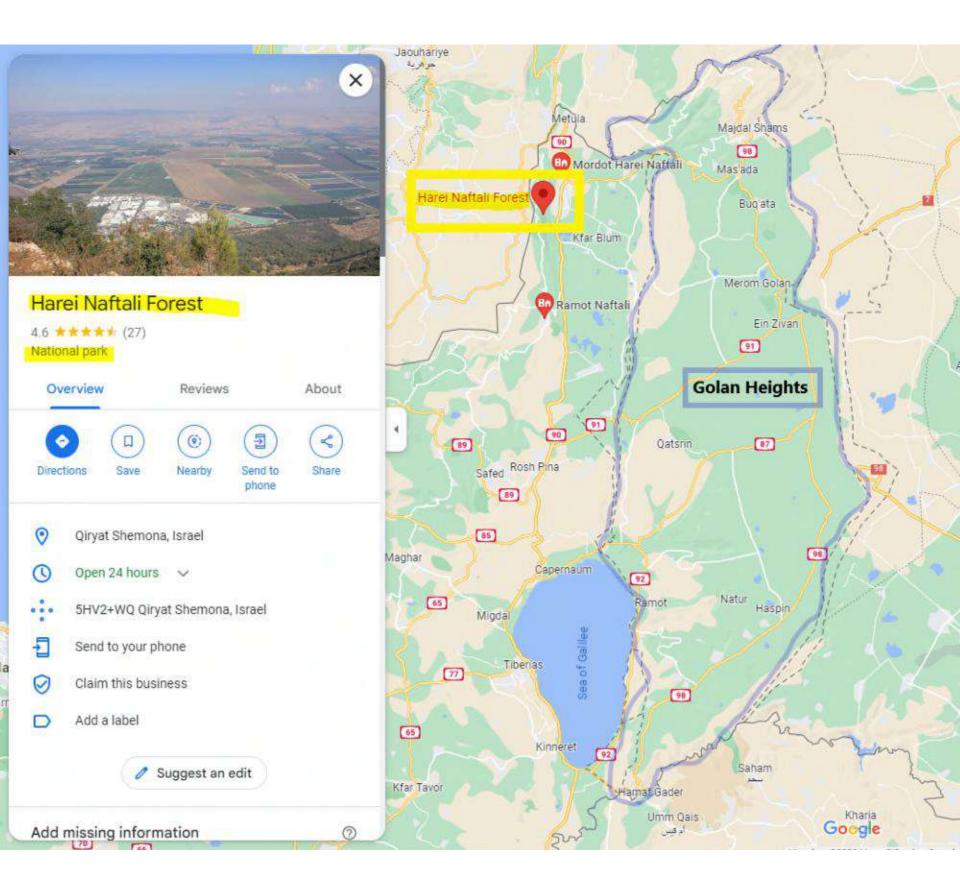
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JEWISH NATIONAL FUND OF CANADA

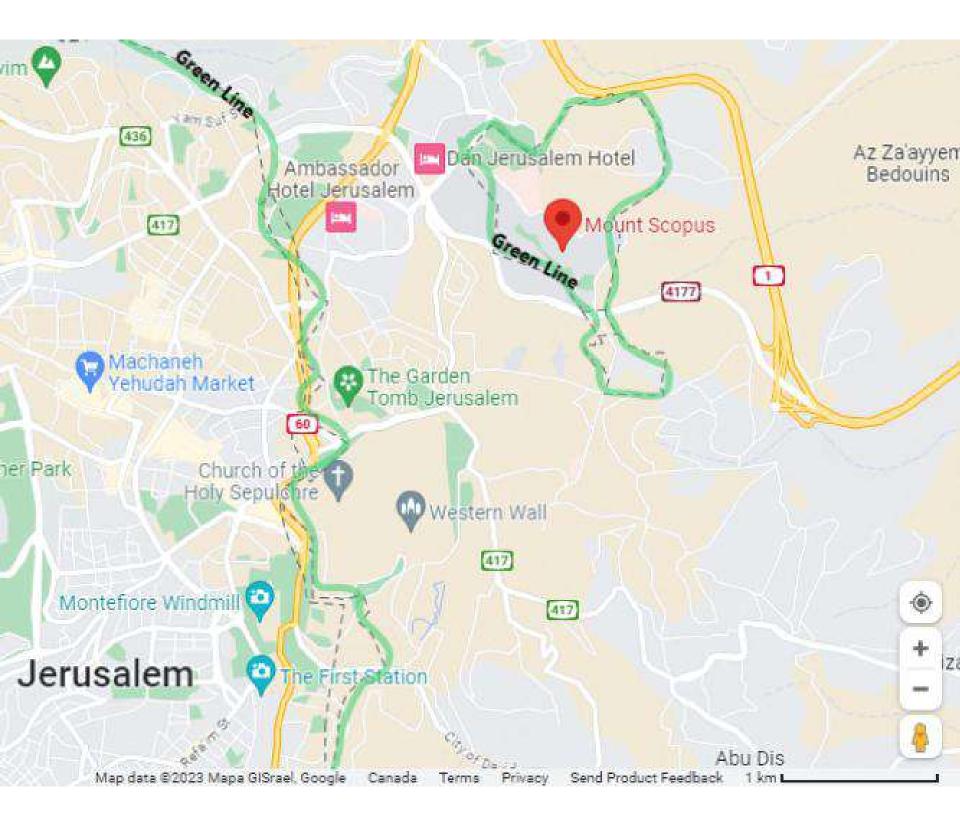
KEREN KAVEMETH LE'ISRAEL - JEWISH NATIONAL FUND Per Rowite Viwikov HJ Name: Title: CDO

- Juliani Per <u>YUVAL</u> YEANI Name: Title: CFO

<u>Exhibit H</u>



<u>Exhibit I</u>



<u>Exhibit J</u>



<u>Exhibit K</u>

Tzaly Reshef, LL.M * Jonathan Shiff, LL.B, Notary Yifat Orbach, LL.B Mirit Ben-Naim, LL.B Ofer Reshef, LL.B Polina Rozentur, LL.B Lior Ginat, LL.B * Admitted also in New York צלי רשף, עו"ד * יונתן שיף, עו"ד ונוטריון יפעת אורבך, עו"ד מירית בן נאים, עו"ד עופר רשף, עו"ד פולינה רוזנטור, עו"ד ליאור גינת, עו"ד

Monday, August 14, 2023

יום שני 14 אוגוסט 2023

Mr. Lance Davis - Chief Executive Officer Ms Edit Rosenstein, MBA - Chief Financial Officer / Chief Operating Officer Jewish National Fund Canada

RESHEF & SHIFF

רשף את שיף ====

Dear Sir and Madam,

RE: Capital Projects in Israel

I hereby confirm that the Jewish National Fund Canada consults with me on a regular basis with regard to capital projects in Israel, and in particular regarding the ownership and other rights in the said projects. I have been providing such services since 2017 and to this date, there has not been a project for which my consultation was requested which was located on an army base.

Please let me know if further information is required.

Yours truly, Jonathan Shiff

Reshet & Shitt, Law firm 30 Ahad Ha'am St., Jerusalem 9214401 Secretarviðresheflaw.co.il F

e 972-2-6480528 .ops

רשף את שיה, משרד עורכי דין אחד העם 20, ירושלים 9214401 סלי 7el: 972-2-6406440

<u>Exhibit L</u>



Kost Forer Gabbay & Kasierer 8 Hartum St. Har Hotzvim, Beck Science Center, Beck-Tech Bldg. Jerusalem 9777508, Israel Tel: +972-2-6471000 Fax: +972-2-6471012 ey.com

August 15, 2023

To Keren Kayemeth Le'Israel 1 Keren Kayemeth Le'Israel St. Jerusalem, Israel

Dear Sir/Madam

Re: <u>Keren Kayemeth Le'Israel (Public Benefit Corporation)</u> <u>Registration No. 520020314</u>

At your request and as the auditors of the Keren Kayemeth Le'Israel ("the Company" or "KKL"), we hereby confirm that since January 1, 2017 and up to the date of this letter, all the funds received by KKL from JNF Canada were used by KKL for non-profit purposes, and in accordance to the agreements between JNF Canada and KKL.

No funds were disbursed in a way that provided any benefit to the Israel Defense Forces ("IDF") and no funds were disbursed in support of any activities of the IDF.

In accordance with the company's certificate of incorporation, we hereby certify that the company is a non-profit organization, including the activity with JNF Canada.

Yours truly, Kost Forer Gabby and Kusierer KOST FORER GABBAY & KASIERER

A Member of Ernst & Young Global

<u>Exhibit M</u>



October 18, 2023

Mr. Lance Davis, Chief Executive Officer Ms. Edit Rosenstein, Chief Financial Officer / Chief Operating Officer Jewish National Fund of Canada 5160 Décarie Blvd. Suite 740 Montréal, Québec Canada H3X 2H9 Baker Tilly Montréal 606 rue Cathcart, Bureau 200 Montréal, QC, H3B 1K9

Tél : 514 866 8553 Téléc : 514 866 8469

montreal@bakertilly.ca www.bakertilly.ca

Dear Mr. Davis and Ms. Rosenstein,

Re: Jewish National Fund of Canada ("JNF") Canada Revenue Agency Registration No. 10753 4877 RR0001

At your request and in the capacity as auditors of JNF since 2012, we audit the annual general purpose financial statements of JNF. As part of an annual audit, we review their books and records. We are providing this letter to express the below:

To the best of our knowledge, JNF has not provided funds to IDF projects between January 1, 2017, up to December 31, 2022, being the most recent annual audited financial statements of JNF.

Yours very truly,

BAKER TILLY MONTRÉAL S.E.N.C.R.L./LLP

Baker Tilly Motrul SE. ... Cer (UM

AUDIT • FISCALITÉ • SERVICES-CONSEILS

Baker Tilly Montréal S.E.N.C.R.L. /LLP, qui exerce ses activités sous le nom de Baker Tilly Montréal est membre de la Coopérative Baker Tilly Canada, qui fait partie du réseau mondial Baker Tilly International Limited.

Les membres de la Coopérative Baker Tilly Canada et de Baker Tilly International Limited sont fous des entités juridiques distinctes et indépendantes.

<u>Exhibit N</u>

RESHEF & SHIFF

רשף את שיף ====

Tzały Reshef, LL.M * Jonathan Shiff, LL.B, Notary Yifat Orbach, LL.B Mirit Ben-Naim, LL.B Ofer Reshef, LL.B Polina Rosentur, LL.B Noam Kogel, LL.B * Admitted also in New York צלי רשף, עו"ד * יונתן שיף, עו"ד ונוטריון יפעת אורבך, עו"ד מירית בן נאים, עו"ד עופר רשף, עו"ד פולינה רוזנטור, עו"ד נועם קוגל, עו"ד * מוסמך גם במדינת ניו יורק

Thursday, December 17, 2020

יום חמישי 17 דצמבר 2020

Mr. Lance Davis - Chief Executive Officer Ms Edit Rosenstein, MBA - Chief Financial Officer / Chief Operating Officer Jewish National Fund Canada

Dear Sir and Madam,

RE: Eitanim Psychiatric Hospital

I understand you are considering implementing a project at the Eitanim Psychiatric Hospital in Israel.

From the information I have learned from the legal advisor to the hospital, it is a government-owned and run institution, and not a separate legal entity. As such, it sits on government-owned land, by virtue of its being a government department, i.e. it does not have a lease but rather the government acquired the land on which it is situated.

You have told me that JNF Canada will be implementing a, comprehensive landscape development project, designed to create safe, green, and pleasant therapeutic spaces conducive to the well-being and health of the patients. The three areas to develop are the Men's Courtyard, the Women's Courtyard, and the Autism Courtyard.

Under the circumstances, I do not think it realistic that JNF Canada would be able to obtain ownership or long-term leasehold rights in the land on which the landscaping will be done. As stated above, the hospital is not a legal entity with rights in the land that may be conveyed, and I do not think it reasonable to expect the government to waive rights in the land for the purpose of this project.

Reshef & Shiff, Law firm 20 Ahad Ha'am St., Jerusalem 9214401 Secretary@resheflaw.co.il Fa

Fax: 972-2-6480528 :079

רשף את שיף, משרד עורכי דין אחד העם 20. ירושלים 9214401 טל. 10.972-2-6406440

www.resheflaw.co.il

It may be possible to require the hospital to repay part of the costs if the land on which the project is implemented stops serving the hospital in the coming years.

RESHEF & SHIFF

רשף את שיף =

Please let me know if further information is required.

Yours truly, Jonathan Shiff

Reshef & Shiff, Law firm 20 Ahad Ha'am St., Jerusalem 9214401 Secretary@resheflaw.co.ii

Fax: 972-2-6480528 :070

רשף את שיף, משרד עורכי דין אחד העם 20. ירושלים 2014401 טל: 102-2-6406440

www.resheflaw.co.il

<u>Exhibit O</u>



רם אדרת הנדסה אזרחית בע"מ

רח' עמל 10 אזה"ת החדש ראש העין ת.ד 11542, מיקוד 48096 טלפון: 03-9017710, פקס: 03-9015177 ח.פ: 512947185 מספר תיק במע"מ: 558118352 מס. תיק ניכויים: 924287543 מדווח לצרכי מע"מ באיחוד עוסקים מספר 558118352



web site: www.ram-aderet.co.il e-mail: office@ram-aderet.co.il

> לכבוד: עמותת עזרת נשים בית החולים ע"ש הרבנית הרצוג גבעת שאול 96 ירושלים 91035 טלפון: 02-5316945, פקס: 03-5751860 מס' חברה: 580082303

תאריך חשבונית: 07/07/20 תאריך הדפסה: 07/07/20 שעת הדפסה: 10:27 מספר תעודה: SI206000226 פרטים: ח.ח.19.בית חולים הרצוג פרויקט: 198316 תאור פרויקט: בית חולים הרצוג ירושלים - ביצוע

<u>חשבונית מס מרכזת SI206000226 - מקור</u>

סה"כ מחיר	מחיר ליחידה	כמות	תאור מוצר	מק"ט	
1,040,502.00	1,040,502.00 ש"ח	1.00 יח'	ח.ח.19-בית חולים הרצוג ירושלים	5000500001	1
1,040,502.00 0.29	סה"כ לפני מע"מ הנחה כללית (0.00%)			שלום עד: 07/20/	לתו
1,040,501.71 176,885.29	מחיר אחרי הנחה מע"מ (17.00%)		5800823	. לקוח: 000097 . חברה לקוח: 03 ־ה בהנח"ש: 7.00	on
1,217,387.00 ש"ח	סה"כ לתשלום				

נטלי רם אדרת הנדסה אזרחית בע"מ

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רח' עמל 10 אזה"ת החדש ראש העין ת.ד 11542, מיקוד 48096 טלפון: 03-9017710, פקס: 03-9015177 512947185 :9.n מספר תיק במע"מ: 558118352 מס. תיק ניכויים: 924287543 מדווח לצרכי מע"מ באיחוד עוסקים מספר 558118352



רח א מבטיחים ומקימים

web site: www.ram-aderet.co.il e-mail: office@ram-aderet.co.il

> לכבוד: עמותת עזרת נשים בית החולים ע"ש הרבנית הרצוג גבעת שאול 96 ירושלים 91035 טלפון: 02-5316945, פקס: 03-5751860 מס' חברה: 580082303

תאריך חשבונית: 04/08/20 תאריך הדפסה: 04/08/20 שעת הדפסה: 08:17 מספר תעודה: SI206000246 פרטים: ח.ח.20-בית חולים הרצוג פרויקט: 08316 תאור פרויקט: בית חולים הרצוג ירושלים - ביצוע

חשבונית מס מרכזת SI206000246 - מקור

סה"כ מחיר	מחיר ליחידה	כמות	תאור מוצר	מק"ט∗	
1,273,004.27	1,273,004.27 ש"ח	1.00 יח'	ח.ח.20-בית חולים הרצוג ירושלים	5000500001	1
1,273,004.27	סה"כ לפני מע"מ		ית: *SI206000246*		
216,410.73	מע"מ (17.00%)			שלום עד: 08/20/ . לקוח: 000097	
1,489,415.00 ש"ח	סה''כ לתשלום		58008230	. חברה לקוח: 03	01
			1,489,415 ש"ח	רה בהנח"ש: 5.00	IJ

נטלי רם אדרת הנדסה אזרחית בע"מ

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מערכות תקשורת ייעוץ, תכנון וניהול	nfo@ist.co.il	6132001	אורת ניהול תל-אביב 03-5:	מערכות תקע ייעוץ, תכנון ו מ.ד 32022 373891 密 370866 馬
מקור)	01/002669 : מספר	· · · · ·	4	ושבונית מס
עוסק מורשת 050729580 תאריך: 10/08/20 שעת : 09:24 דף 1 מתוך 1	מספרכם: 00117 02-5316920 : 02 580	- 11 - 11 - 11 - 11 - 11 - 11 - 11 - 1		כבוד : ית חולים הרצוג ח' גבעת שאול 96 יושלים, מיקוד 35(
ש"ח ליחידה סה"כ ש"ח	כמות		תאור פריט	# מס' פריט
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העתק חשבונית מס מספר 948

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לכבוד

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ע.ר. 580082303

עמותת עזרת נשים בית החולים על שם הרבנית הרצוג רחי גבעת שאול 79 ato a ירושלים

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פירוט חשבונות:

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14,040,00	מעיימ 17.00% סהייכ כולל מעיימ					1	ere El en		

אסף עמיר - מהיך

הופק על-ידי תוכנת Business-Plan® מבית נעם מערכות 03-6486959 באישור מספר 82901 מתאריך 24/01/2005



רם אדרת הנדסה אזרחית בע"מ רח' עמל 10 אזה"ת החדש ראש העין ת.ד 11542, מיקוד 48096 טלפון: 03-9017710, פקס: 9015177 ח.פ: 512947185 ח.פ: 558118352 מספר תיק במע"מ: 558118352 מסות ז ניכויים: 924287543 מדווח לצרכי מע"מ באיחוד עוסקים מספר 558118352



web site: www.ram-aderet.co.il e-mail: office@ram-aderet.co.il

> לכבוד: עמותת עזרת נשים בית החולים ע"ש הרבנית הרצוג גבעת שאול 96 ירושלים 91035 טלפון: 02-5316945, פקס: 03-5751860 מס' חברה: 580082303

תאריך חשבונית: 06/09/20 תאריך הדפסה: 06/09/20 שעת הדפסה: 12:53 מספר תעודה: SI206000273 פרטים: ח.ח.2-21"ח הרצוג פרויקט: 28316 תאור פרויקט: בית חולים הרצוג ירושלים - ביצוע

<u>חשבונית מס מרכזת SI206000273 - מקור</u>

סה"כ מחיר	מחיר ליחידה	כמות	תאור מוצר	מק"ט	
1,290,472.65	1,290,472.65 ש"ח	1.00 יח'	ח.ח.21 בית חולים הרצוג	5000500001	
1,290,472.65	סה"כ לפני מע"מ		*SI206000273* ::		
219,380.35	מע"מ (17.00%)			שלום עד: 0/09/20 . לקוח: 1000097	
1,509,853.00 ש"ח	סה"כ לתשלום		580082	. חברה לקוח: 303 ה בהנח"ש: 3.00	01

נטלי רם אדרת הנדסה אזרחית בע"מ

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רם אדרת הנדסה אזרחית בע"מ רח' עמל 10 אזה"ת החדש ראש העין ת.ד 11542, מיקוד 48096 טלפון: 03-9017710, פקס: 03-9015177 ח.פ: 512947185 מספר תיק במע"מ: 558118352 מס. תיק ניכויים: 924287543 מדווח לצרכי מע"מ באיחוד עוסקים מספר 558118352





web site: www.ram-aderet.co.il e-mail: office@ram-aderet.co.il

תאריך חשבונית: 11/10/20 תאריך הדפסה: 11/10/20 שעת הדפסה: 10:03 מספר תעודה: SI206000309 פרטים: ח.ח.22 בית חולים הרצוג פרויקט: 08316 תאור פרויקט: בית חולים הרצוג ירושלים - ביצוע

<u>חשבונית מס מרכזת SI206000309 - מקור</u>

סה"כ מחיר	מחיר ליחידה	כמות	תאור מוצר	א מק"ט 😽	
499,001.71	499,001.71 ש"ח	1.00 יח'	ח.ח.22 בית חולים הרצוג	5000500001	1
499,001.71	סה"כ לפני מע"מ		*SI206000309* :	קוד מספר חשבונית	ברק
84,830.29	מע"מ (17.00%)			שלום עד: 0/10/20 . לקוח: 61000097	
583,832.00 ש"ח	סה"כ לתשלום		580082	. חברה לקוח: 303	00
			583,8 ש"ח	יה בהנח"ש: 32.00	תר

נטלי רם אדרת הנדסה אזרחית בע"מ

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רם אדרת הנדסה אזרחית בע"מ

רח' עמל 10 אזה"ת החדש ראש העין ת.ד 11542, מיקוד 48096 טלפון: 03-901710, פקס: 03-9015177 ח.פ: 512947185 מספר תיק במע"מ: 558118352 מס. תיק ניכויים: 924287543 מדווח לצרכי מע"מ באיחוד עוסקים מספר 558118352



web site: www.ram-aderet.co.il e-mail: office@ram-aderet.co.il

> לכבוד: עמותת עזרת נשים בית החולים ע"ש הרבנית הרצוג גבעת שאול 96 ירושלים 91035 טלפון: 02-5316945, פקס: 03-5751860 מס' חברה: 580082303

תאריך חשבונית: 05/11/20 תאריך הדפסה: 05/11/20 שעת הדפסה: 11:22 מספר תעודה: SI206000331 פרטים: ח.ח.23 בית חולים הרצוג פרויקט: 08316 תאור פרויקט: בית חולים הרצוג ירושלים - ביצוע

<u>חשבונית מס מרכזת SI206000331 - מקור</u>

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1,480,247.86 ש"ח	'חי 1.00	ח.ח.23 בית חולים הרצוג	5000500001	1
סה"כ לפני מע"נ				
מע"מ (17.00%)				
סה"כ לתשלום		5800823	. חברה לקוח: 303	01
2	סה"כ לפני מע"נ מע"מ (17.00%	סה"כ לפני מע"נ מע"מ (17.00%	ע: #SI206000331 אייי 30 106 106 5800823 סה"כ לתשלום	קוד מספר חשבונית: *SI206000331* שלום עד: 30/11/20 . לקוח: 1061000097

נטלי רם אדרת הנדסה אזרחית בע"מ

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web site: www.ram-aderet.co.il e-mail: office@ram-aderet.co.il

תאריך חשבונית: 25/11/20 תאריך הדפסה: 25/11/20 שעת הדפסה: 15:16 מספר תעודה: SI206000350 פרטים: ח.ח.24 בה"ח הרצוג,10.20 פרויקט: 10.8316 תאור פרויקט: בית חולים הרצוג ירושלים - ביצוע

<u>חשבונית מס מרכזת SI206000350 - מקור</u>

סה"כ מחיר	מחיר ליחידה	כמות	תאור מוצר	מק"ט∗	
877,713.68	877,713.68 ש"ח	'חי 1.00	ח.ח.24 בית חולים הרצוג, 10.20	5000500001	1
877,713.68	סה"כ לפני מע"מ		rSI206000350* מ:		
149,211.32	מע"מ (17.00%)			שלום עד: 12/20/ . לקוח: 1000097	
1,026,925.00 ש"ח	סה"כ לתשלום		5800823	. חברה לקוח: 03 רה בהנח"ש: 5.00	on

נטלי רם אדרת הנדסה אזרחית בע"מ

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<u>Exhibit P</u>

						וצר טיפולית למחלקת גברים					
מס' תרומה	תעודה	שנת מאזן	ת. הקליטה	נקלט על ידי	ש.מאזן	ת. המכתב	לשכה	ארץ	סכום 🗈	סכום בדולר	מטבע
8998	217013494	2020	05/01/2021	דינה עשור	2020	05/01/2021	טורנטו	קנדה	144,764	45,028	ש"ח
								סך	₪144,764	\$45,028	

סכום בבנק	תאריך פקדון	הערות
144,764	30/12/2020	ועדת תרומות 12.20

						ת טיפוליות למחלקות הנשים					
מס' תרומה	תעודה	שנת מאזן	ת. הקליטה	נקלט על ידי	ש.מאזן	ת. המכתב	לשכה	ארץ	סכום 🖾	סכום בדולר	מטבע
8999	217013494	2020	05/01/2021	דינה עשור	2020	05/01/2021	טורנטו	קנדה	317,159	98,650	ש"ח
								סך	₪317,159	\$98,650	

סכום בבנק	תאריך פקדון	הערות		
317,159	30/12/2020	ועדת תרומות 12.20		

						- הגינה הטיפולית המרכזית					
מס' תרומה	תעודה	שנת מאזן	ת. הקליטה	נקלט על ידי	ש.מאזן	ת. המכתב	לשכה	ארץ	סכום 🗈	סכום בדולר	מטבע
9003	217013494	2020	05/01/2021	דינה עשור	2020	05/01/2021	טורנטו	קנדה	293,077	91,159	ש"ח
								סך	₪293,077	\$91,159	

סכום בבנק	תאריך פקדון	הערות
293,077	30/12/2020	ועידת תרומות 12.20.