



Certificate of Amendment

Canada Not-for-profit Corporations Act

Certificat de modification

*Loi canadienne sur les organisations à but non
lucratif*

B'NAI BRITH OF CANADA LEAGUE FOR HUMAN RIGHTS

Corporate name / Dénomination de l'organisation

912821-2

Corporation number / Numéro de
l'organisation

I HEREBY CERTIFY that the articles of the
above-named corporation are amended under
section 201 of the *Canada Not-for-profit
Corporations Act*, as set out in the attached
articles of amendment.

JE CERTIFIE que les statuts de l'organisation
susmentionnée sont modifiés aux termes de
l'article 201 de la *Loi canadienne sur les
organisations à but non lucratif*, tel qu'il est
indiqué dans les clauses modificatrices ci-
jointes.

Virginie Ethier

Director / Directeur

2017-02-16

Date of Amendment (YYYY-MM-DD)

Date de modification (AAAA-MM-JJ)

Canada Not-for-profit Corporations Act (NFP Act)
Form 4004
Articles of Amendment

1 - Corporate name
CHILDREN OF THE COVENANT

2 - Corporation number
9 1 2 8 2 1 - 2

3 - The articles are amended as follows: (complete all applicable sections)

A - The corporation amends its name to:
B'NAI BRITH OF CANADA LEAGUE FOR HUMAN RIGHTS

B - The corporation amends the province or territory in Canada where the registered office is situated to:

C - The corporation amends the number of directors to: (for a fixed number, indicate the same number in both boxes)
Minimum number 3 Maximum number 5

D - Other amendments, please specify:
See Schedule 1.

4 - Declaration

I hereby certify that I am a director or an authorized officer of the corporation.
Signature: [Handwritten Signature]
Print name: MICHAEL MOSTYN Phone Number: (616) 633-6224

Note: A person who makes, or assists in making, a false or misleading statement is guilty of an offence and liable on summary conviction to a fine of not more than \$5,000 or to imprisonment for a term of not more than six months or to both (subsection 262(2) of the NFP Act).

B'NAI BRITH OF CANADA LEAGUE FOR HUMAN RIGHTS

SCHEDULE 1

FORM 4004– ARTICLES OF AMENDMENT

1. The statement of the purpose of the Corporation in section 4 of the Articles of Incorporation is deleted in its entirety and replaced with the following:

The purposes of the Corporation are:

1. To prevent anti-Semitism and other forms of discrimination, and improve the moral or ethical development of the community by promoting respect for human rights in accordance with Canadian law and international treaties to which Canada is a party by:
 - a. creating, providing, funding or participating in workshops, presentations, instructional seminars and materials, training programs, awareness campaigns and similar activities for the public or others who are interested in the furtherance of this purpose; and
 - b. conducting, funding or participating in research on anti-Semitism in Canada and making the results of the research available to the public or others who are interested in the furtherance of this purpose;
 2. To provide assistance to victims of human rights abuses, including victims of anti-Semitism and other forms of discrimination, by providing them with access to related counselling, information or support programs;
 3. To receive and maintain a fund or funds and to apply all or part of the principal and income therefrom, from time to time, to charitable organizations that are also registered charities under the *Income Tax Act* (Canada); and
 4. To conduct all such other charitable activities as are incidental and ancillary to the attainment of the above charitable purposes.
2. The additional provisions set out in section 8 of the Articles of Incorporation are deleted in their entirety and replaced with the following:
 1. Any By-law, amendment or repeal of a By-law shall require confirmation by Special Resolution of the Members.
 2. The Corporation shall be carried on without the purpose of gain for its Members, and any profits or other accretions to the Corporation shall be used in furtherance of its purposes.

3. Directors shall serve without remuneration, and no Director shall directly or indirectly receive any profit from his or her position as such, provided that a Director may be reimbursed for reasonable expenses incurred in performing his or her duties.

LICENSE AGREEMENT
(B'nai Brith of Canada League for Human Rights)

THIS LICENSE AGREEMENT (B'NAI BRITH OF CANADA LEAGUE FOR HUMAN RIGHTS) (the **Agreement**) is entered into as of December 16, 2015, by and between B'nai Brith (aka B'nai Brith International) (the **Licensor**) and B'nai Brith of Canada League for Human Rights, a Canadian not-for-profit company (**Licensee**).

Recitals

A. Licensor is the oldest and one of the largest Jewish service organizations in the world, with lodges and units across the globe, serving the Jewish community and the community-at-large by bringing people together to promote dialogue, understanding and humanitarian causes of all types.

B. Licensor owns all rights, title and interest in and to the names and marks set forth on Exhibit A to this Agreement (the **Licensed Marks**).

C. Licensor is willing to grant a License to Licensee to use the Licensed Marks solely in connection with the Activities, all under and subject to the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereto agree as follows:

Section 1. Definition of Licensed Marks.

For purposes of this Agreement, the licensed marks (the **Licensed Marks**) shall mean the names and marks owned by Licensor and all variations thereto, as set forth in Exhibit A.

Section 2. Grant of License; Use

(a) Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants Licensee a non-exclusive right and license to use the Licensed Marks solely in connection with the below described Activities. Licensee acknowledges that Licensor may license some or all of the Licensed Marks to other parties at any time and from time to time.

(b) Licensee agrees to use the Licensed Marks solely in connection with the following activities to be conducted exclusively in Canada (the **Activities**):

Promoting the security and continuity of the Jewish people and the State of Israel, defending human rights, combating anti-Semitism, bigotry and ignorance, and providing

service to the community on the broadest principles of humanity; uniting persons of the Jewish faith and enhancing Jewish identity through strengthening Jewish family life and the education and training of youth, broad-based services for the benefit of senior citizens, and advocacy and action on behalf of Jews in Canada,

provided, however, that in all cases such Activities shall be carried out in a manner consistent with the principles and the policies of B'nai B'rith. Nothing in this Agreement or in Licensee's use of the Licensed Marks shall give Licensee any right whatsoever in said Licensed Marks or in any marks or names beyond the rights granted under this Agreement.

Section 3. Acknowledgement of Rights and Goodwill.

(a) Licensee recognizes the existence of the great value of goodwill associated with the Licensed Marks and acknowledges that the Licensed Marks and all rights therein and goodwill pertaining thereto belong exclusively to Licensor.

(b) Licensee agrees to cooperate fully and in good faith with Licensor for the purpose of securing and preserving Licensor's rights in and to the Licensed Marks. If the Licensed Marks shall not be properly registered, Licensee acknowledges that Licensor may register the Licensed Marks in Licensor's own name and that Licensee's use thereof shall inure to the benefit of Licensor for such purpose, as well as for all other purposes.

(c) Licensee acknowledges that Licensor is the sole and exclusive owner of the Licensed Marks and that no right, title or interest in the Licensed Marks has been transferred to Licensee except for the license set forth herein. Licensee will not, during the term of this Agreement or thereafter, (1) contest or challenge the title or any rights of Licensor and to the Licensed Marks, (2) take any action or knowingly fail to take any action which might impair, jeopardize, violate or infringe the Licensed Marks, (3) claim adversely to Licensor or anyone claiming through Licensor any right, title or interest in and to the Licensed Marks, (4) willfully misuse or harm or bring into dispute the Licensed Marks, or (5) register or apply for registration of the Licensed Marks or any other mark which is the same as or confusingly similar to the Licensed Marks, for the direct or indirect benefit of Licensee.

Section 4. Term.

This Agreement shall take effect on the date set forth above and shall continue until terminated in accordance with the provisions of this Agreement. Licensee agrees to fulfill all obligations and duties arising from such termination as set forth in this Agreement.

Section 5. Standards.

(a) Licensee shall take all action necessary, in Licensor's reasonable judgment, to protect Licensor's rights in the Licensed Marks and the value and goodwill of the Licensed Marks, as reasonably specified by Licensor. Licensee shall take all steps required to correct any

deficiency in the Licensed Marks used. Any failure by Licensee to place adequate mark notice shall not be chargeable to Licensor and shall not adversely affect Licensor's rights in its Licensed Marks.

(b) Licensee shall comply with standards and specifications which Licensor shall establish from time to time governing the use of the Licensed Marks. Licensee recognizes and agrees that such standards and specifications are necessary to protect and enhance the value and goodwill of the Licensed Marks.

(c) Licensee shall make certain that in carrying out any of the Activities, Licenses, its officers, directors, agents and employees shall comply strictly with all applicable laws, rules and regulations and shall exercise due care.

Section 6. Termination.

(a) Licensor may terminate this Agreement:

(i) upon thirty (30) days' written notice delivered to Licensee's address set forth in Section 11, in the event of failure of Licensee to carry out any of its obligations under this Agreement or a breach of this Agreement, provided, that such notice period may be reduced to five (5) days in the event that such failure is determined by Licensor to involve irreparable harm to Licensor or any of the Licensed Marks, or

(ii) immediately, without notice, in the event of voluntary or involuntary dissolution, or bankruptcy of Licensee.

(b) Upon termination of this Agreement, Licensee shall cease and forever abstain from using the Licensed Marks and shall take such further action as Licensor may deem reasonably necessary to demonstrate that Licensee has ceased using, and has no further interest or right in, the Licensed Marks.

Section 7. Advertising.

Upon written request of Licensor, but not more often than once per calendar year, Licensee shall submit to Licensor such advertising materials, products and printed paper matter bearing the Licensed Marks as Licensor shall direct. Licensee shall, within a reasonable time thereafter, using diligent efforts to make such changes in these advertising materials, products and printed paper matter as Licensor shall reasonably request.

Section 8. Fees.

Licensee shall not pay a fee for the license granted pursuant to this Agreement.

Section 9. No Sublicense.

Licensee may not sublicense, or assign any right, directly or indirectly, in the Licensed Marks or any rights in connection therewith to any party whatsoever.

Section 10. Indemnification.

Licensee hereby agrees to indemnify, defend and hold Licensor and its affiliates and its and their respective directors, officers, governors, agents and employees (the **BBI Indemnitees**) harmless from and against any claims of any kind asserted against any of the BBI Indemnitees by any party whatsoever, in connection with or as a result of Licensee's use of the Licensed Marks or the use of the Licensed Marks pursuant to this Agreement or as a result of any of the Activities carried on by Licensee.

Section 11. Miscellaneous.

(a) Notices. No notice which may be or is required or permitted to be given under this Agreement shall be effective unless the same is in writing delivered (i) to Licensor, at 1120 20th Street, NW, Suite 300N, Washington, DC 20036 USA, Attn: Executive Vice President, and (ii) to Licensee, at 15 Hove Street, Toronto Ontario, M3H 4Y8, Canada, or at any other address that may be given by either Licensee or Licensor pursuant to this Section. All such notices shall be deemed to have been given at the time of receipt.

(b) Modification. This Agreement may only be modified by a writing signed by both Licensor and Licensee.

(c) Compliance with Laws -- Severability of Provisions. Licensee and Licensor expressly agree that they do not intend to violate statutory or common law and that if any section, sentence, paragraph, clause or combination of same is in violation of any law, such section, sentence, paragraph, clause or combination of the same shall be inoperative and the remainder of this Agreement shall remain binding upon Licensor and Licensee.

(d) Waiver. The waiver by Licensor of any breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach or nullify the effectiveness of that term or condition.

(e) Entire Agreement. Licensor and Licensee acknowledge that this Agreement expresses their entire understanding and agreement regarding the subject matter of this Agreement, and that there have been no representations, covenants or understandings made by either Licensor or Licensee to the other except those that are expressly set forth in this Agreement.

(f) Headings. Paragraph headings used in this Agreement are not to be deemed a part of this Agreement, but are solely for convenience and do not affect or limit the meaning of the language of the paragraphs.

(g) Binding Effect. This Agreement shall be binding on, and inure to the benefit of Licensor, Licensee, and their successors and assigns.

(h) Governing Law. This Agreement shall be governed by the laws of the District of Columbia, USA.

(i) Benefit & Burden. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns. Notwithstanding the foregoing, neither party shall have the right to assign their rights in this Agreement except on the terms set forth in the Agreement.

(j) Relationship of the Parties. Licensee is not and shall not hold itself out as, an agent, legal representative, partner or joint venturer of Licensor. Licensee shall have no right or power to, and shall not, bind or obligate Licensor in any manner, way, or thing whatsoever, nor represent that it has any right to do so.

[The balance of this page is intentionally left blank.]

In Witness Whereof, Licensor and Licensee have executed this License Agreement (B'nai Brith of Canada League for Human Rights) as of the date first above written.

LICENSOR:

B'nai B'rith

By: 

Daniel S. Mariaschin
Executive Vice President

LICENSEE:

B'nai Brith of Canada League for Human Rights

By: 

Name: MICHAEL MORAN

Title: CEO

EXHIBIT A

LICENSED MARKS

Marks B'nai B'rith (including B'nai Brith), B'nai B'rith International, BBI and all related names, logos and logograms.