

Congregation Habonim of Toronto

Amended and Restated By-Laws (as amended from time to time, the/this "By-Law")

A by-law relating to the transaction of the affairs of
Congregation Habonim of Toronto

As amended and restated on May 7, 2019 and further amended on May 18, 2022

BE IT ENACTED as a by-law of Congregation Habonim of Toronto (the "Congregation"), as follows.

Article 1. Name; Incorporation; Location

1.1 The name of the Congregation is and shall be: Congregation Habonim of Toronto.

1.2 The Congregation was incorporated as a corporation without share capital pursuant to Part III of the Corporations Act, R.S.O. 1990 c.38, and shall be continued pursuant to the Not-For-Profit Corporations Act, 2010 (Ontario) (the latter, including the regulations made thereunder and as may be amended or re-enacted from time to time, hereinafter called the "Act").

1.3 The head office of the Congregation shall be in the city of Toronto, Province of Ontario, and at such place therein as the Board of Directors may from time-to-time determine. The Board of Directors may establish such other offices as the affairs of the Congregation may require.

Article 2. Objectives, Aims and Purposes

2.1 The objectives, aims and purposes of the Congregation shall be: to provide its Members (as such term is defined in Article 3 below) with a place of religious and spiritual expression within the Liberal Jewish movement in accordance with the Congregation's traditional and evolving egalitarian, democratic, humanitarian and spiritual values, respecting the age-old values of the Jewish people, along with the morals and values of its current Members. The Congregation will also provide programs and activities that enhance the lives of the Jewish community and the general community, and will actively support the people and the State of Israel. Given that the Congregation was founded by survivors and refugees from the Holocaust, the objectives, aims and purposes will also include an emphasis on Holocaust commemoration and education. The Congregation includes among its objectives, aims and purposes the Jewish value of Tikkun Olam, the mending of our world.

2.2 The Congregation shall not be operated for pecuniary profit or gain.

2.3 The fiscal year of the Congregation shall terminate on such day in each year as the Board of Directors may determine by resolution from time-to-time, such current fiscal year ending on December 31 (the "Fiscal Year").

Article 3. Membership

3.1 Wherever the term Member is used herein, it means a member of the Congregation who is in good standing with/at the Congregation, including a person who has paid her/his Annual Dues (as defined pursuant to Article 4.1) as required by Articles 4.1 and 4.2, or with respect to whom such dues have been paid.

3.2 Any person aged eighteen (18) and over, who identifies with or is connected to the Jewish faith shall be eligible to apply for membership in the Congregation. The spouse of a married Member, and a person living in a common-law relationship with a Member ("Spouses") shall be eligible to apply for membership.

3.3 If the Board of Directors approves an application for Membership, which it may do in its sole discretion, exercised reasonably and in good faith, the applicant shall be declared duly admitted as a Member upon the Congregation's receipt of payment of the applicable Annual Dues and other applicable fees in accordance with Article 4 (unless the Board of Directors has granted an adjustment of such Annual Dues and/or other fees), shall be entitled to all rights and privileges of Membership, and shall be bound by the by-laws and all regulations adopted by the Congregation.

3.4 Every Member in good standing, who conforms to the by-laws of the Congregation and who is not in arrears of Annual Dues or otherwise indebted to the Congregation, shall be entitled to receive notice of, to attend, and to vote at, all meetings of the Members.

3.5 Each Member of the Congregation shall, at all meetings of Members, be entitled to one (1) vote, and may vote by proxy, the form of which shall comply with the Act and be made available to Members with or before notice of the Members' meeting. If authorized by the President prior to the meeting and the Members have been notified of such voting procedures, a Member may vote by mail, or by telephonic or electronic means.

3.6 In this By-Law, "Dependent Child" or "Dependent Children" shall mean:

- (a) an unmarried child or stepchild of a Member who (i) is under the age of twenty-one (21) years of age, or (ii) under twenty-six (26) years of age and in full-time attendance at school, in each case living either in the Member's home or at school; and
- (b) a child who is incapacitated, and is of an age such that the child no longer qualifies as a Dependent Child under Article 3.6(a). A person is considered incapacitated if he or she is dependent on the Member for support, maintenance and care due to a mental or physical disability.

3.7 The Board of Directors may periodically request written evidence of the Dependent Child's aforesaid status.

3.8 Every Member in good standing, who conforms to the by-laws of the Congregation and who is not in arrears of Annual Dues or otherwise indebted to the Congregation, and such Member's Dependent Children, shall be entitled to the following privileges:

- (a) to participate in all educational, cultural and social programs of the Congregation upon payment of the required fees, if any;
- (b) to receive non-transferable tickets for attendance at services on Rosh Hashanah and Yom Kippur, without charge;
- (c) to attend, without charge, and to participate in other religious services; and
- (d) to use the facilities of the Congregation, for themselves and for members of their immediate family, for weddings, Bar/Bat Mitzvahs or other life-cycle events, upon payment of the required fees and expenses.

3.9 Effective September 1st, 2000, children of existing Members, who apply to become Members prior to their thirtieth (30th) birthday, shall have priority to become Members over all other applicants for Membership. Children of existing Members who apply to become Members after their thirtieth (30th) birthday shall not be given any priority, and will be treated the same as all other applicants for Membership.

3.10 The total Membership of the Congregation shall be determined by the Board of Directors from time-to-time.

3.11 Any Member may withdraw or resign as a Member at any time by giving written notice to that effect to the Executive Director of the Congregation. Annual Dues and other applicable payments received in accordance with Article 4 are not refundable upon any such withdrawal or resignation by Member.

3.12 Membership in the Congregation is non-transferable.

3.13 Any Member may be removed or suspended as a Member: if she/he/they no longer meets the Membership eligibility requirements set forth in this Article 3, for a reason set forth in Article 3.14, or for non-payment of Annual Dues or a Special Assessment under Article 4, by the vote of seventy-five (75%) of the Board of Directors, evidenced by resolution, subject to the Member being given:

- (a) at least fifteen (15) days written notice of a suspension or removal from Membership, with basic reason(s); and
- (b) the opportunity to be heard orally, in writing, or in any other format as determined by the President, not less than five (5) days before the suspension or removal from Membership becomes effective.

3.14 The Board of Directors may suspend or remove any Member who fails to pay his or her Annual Dues or a Special Assessment per Article 4, is otherwise indebted to the Congregation, or

who, in the opinion of the Board of Directors: is guilty of conduct unbecoming of a Member of the Congregation, wherever such conduct is committed, including, without limitation, conduct unbecoming to the Membership of the Congregation or conduct contrary to the standard of good citizenship in the Toronto Jewish community or the Canadian community at large; or if his or her behavior poses a likelihood of danger to self, Members, or the public, or poses a disruption to the Congregation's religious services or activities.

3.15 The Board of Directors may, from time-to-time, appoint honorary members. Honorary membership is not a class of Membership. For greater certainty, honorary members may not vote and do not have any privileges of Membership unless, and to the extent, so granted by the Board of Directors.

Article 4. Annual Dues and Fees

4.1 (a) Subject to Article 4.1(b), the annual contribution to be paid by each Member with respect to Membership (the "Annual Dues") shall be set by the Board of Directors from time to time.

(b) If the Board of Directors increases the Annual Dues in any one (1) calendar year by an amount equal to more than ten percent (10%), such increase in Annual Dues shall not take effect unless confirmed by a majority vote of the Members at a meeting of the Members.

(c) The Board of Directors shall give written notice to Members promptly after either the Annual Dues have been set by the Board, or, if applicable, after an increase of the Annual Dues in any one (1) calendar year by an amount equal to more than ten percent (10%) has been so confirmed by the Members.

4.2 The Board of Directors may levy special assessments and/or fees (a "Special Assessment") upon the Members where, in the sole discretion of the Board of Directors, exercised reasonably and in good faith, such Special Assessment is viewed to be necessary to provide for sufficient funds for long term maintenance and/or capital expenses of the Congregation or otherwise appropriate and in the best interests of the Congregation. The Board of Directors decision to levy a Special Assessment shall be approved by the majority of Members at the Annual Meeting of Members or at a special meeting of Members called for such purpose.

4.3 For greater certainty and notwithstanding Sections 4.1 and 4.2 above, the Board of Directors may, in the sole discretion of the Board of Directors, exercised reasonably and in good faith, set an initiation, registration or other fee to be paid by individuals as a condition to and at the time of joining the Membership of the Congregation. Such new Member initiation, registration or other fee shall be approved by the majority of the Board of Directors, with written notice to Members promptly.

Article 5. Officers; Staff

5.1 The officers of the Congregation shall be chosen from amongst the Board of Directors, namely: the President; one or more Vice-Presidents, if the Board of Directors so decides, with the intention that one of the Vice-Presidents succeeds the President in the normal course; the

Treasurer; the Secretary; and such other officers as the Board of Directors so deems necessary (collectively, the "Officers").

5.2 The President shall be appointed Chair of the Board and act as the chairperson at all meetings of the Congregation and the Board of Directors. The President shall be the chief executive officer of the Congregation, and she/he/they shall, subject to the Board of Directors' supervision set forth in Article 6.1, have the general and active executive, operational and administrative authority over, and management of, all the property, business and affairs of the Congregation, and shall have such duties and privileges as are usually incident and customary to the office and affairs of the president of a Canadian not-for-profit religious organization.

5.3 The Vice-Presidents, if any, shall assist the President in carrying out the duties necessary to the administration of the Congregation. He/she/they shall act in the President's stead when requested to do so by the President, or in the event of the disability, unavailability or resignation of the President, and then only until the President is replaced as herein provided.

5.4 The Secretary shall keep the records of the meetings of the Members and meetings of the Board of Directors. The Secretary may sit in on all Committee meetings in order to keep record thereof. The Secretary shall notify all Officers and Directors of their election and shall keep records of the names and addresses of all Officers, Directors and Committee Chairs. The Secretary, or other member of the Board of Directors so delegated, shall issue notices of all meetings of the Congregation and the Board of Directors. The Secretary shall retain the custody of all documents of the Congregation, and, where required, shall, other than any general manager's correspondence, attend to the correspondence required. The Secretary may delegate such responsibilities to the Executive Director or any other person with the consent of the President.

5.5 The Treasurer shall at all times keep a complete roster of the Membership of the Congregation. The Treasurer shall supervise and control the Congregation's financial books and records. The Treasurer shall be the custodian of all funds and pay all bills of the Congregation. The Treasurer shall report to the Board of Directors on the financial affairs of the Congregation whenever required to do so, and shall present to the Annual Meeting (as such term is defined in Article 7.1), in writing, itemized accounts of all moneys received and all disbursements. The Treasurer may delegate such responsibilities to the Executive Director, Bookkeeper, auditor or any other person with the consent of the President.

5.6 The Board of Directors may appoint such other Officers as it deems necessary, and who shall have such authority and shall perform such duties as the Board of Directors may prescribe from time to time.

5.7 All moneys, securities and other valuable effects are to be deposited in the name, and to the credit, of Congregation Habonim, with such chartered bank or trust company, or in the case of securities, with such registered dealer in securities, as may be designated by the Board of Directors.

5.8 Immediately after every second/alternate Annual Meeting, the Board of Directors shall appoint the Officers for a term of two (2) years, and they shall continue in office until their successors are elected. However, no Officer may serve more than four (4) consecutive terms.

5.9 The Board of Directors may decide that a person hold two (2) elective offices concurrently.

5.10 The Officers shall manage the affairs and operations of the Congregation, subject to the supervision and instructions of the Board of Directors.

5.11 The Board of Directors may hire or engage an executive director, general manager and other staff, as it deems necessary, on such terms and conditions, and with such power and authority, as the Board of Directors may decide from time-to-time.

5.12 The Board of Directors may, by majority vote, remove any and all of the Officers, with or without cause, at any meeting called for such purpose.

5.13 A vacancy in the case of an Officer, however caused, may, so long as a quorum of Directors remains in office, be filled by the Board of Directors, but no later than immediately after the next Annual Meeting of the Congregation at which the Directors for the ensuing term are elected. However, if there is no quorum of Directors, the remaining Directors shall forthwith call a meeting of the Members of the Congregation to fill the vacancy. The Board of Directors (or the Members if there is no quorum of Directors) may appoint a person, who may (but need not) be a member of the Board of Directors, as an Officer to fill the vacancy.

5.14 Upon the recommendation of the President, and with the approval of the Board of Directors, or upon the recommendation and approval of the Board of Directors, such employees or independent contractors as may be deemed necessary for the conduct of Congregational affairs and religious services will be hired or appointed, as the case may be, for a term. The remuneration of such employees and/or contractors will be proposed by the President, but shall be decided by the Board of Directors unless the remuneration in question is less than ten thousand dollars (\$10,000) per year, in which latter event it shall be decided solely by the President.

5.15 No Officer who is a Director shall receive any remuneration with respect to any duties performed by the Officer on behalf or for the benefit of the Congregation. However, an Officer may be reimbursed for direct, reasonable disbursements upon presentation of supporting receipts to the Treasurer, but no such reimbursement may be effected for amounts in excess of five hundred dollars (\$500) unless pre-approved in writing by the President or the Board of Directors, as the case may be, in accordance with the parameters set forth in Articles 9.3 and 9.4, respectively.

Article 6. Board of Directors

6.1 The affairs, operations, management and property of the Congregation shall be supervised by a Board of Directors (including the Officers, if any, who also serve on the Board of Directors) composed of between three (3) and twenty (20) Directors, as determined from time-to-time by resolution of the Board of Directors, and as permitted by the Act and the Congregation's articles of incorporation. The Directors, when elected, must then be, and remain throughout their respective terms, Members. The Board will endeavor that approximately half of the Directors shall be elected to hold office at each Annual Meeting for a term of two (2) years, and the other half shall be elected to hold office at each subsequent/alternate Annual Meeting

for a term of two (2) years, so that at each Annual Meeting, half of the Directors shall retire and be replaced by newly elected Directors, but those who must so retire shall be eligible for re-election, if otherwise qualified.

6.2 The Board of Directors shall take reasonable efforts to seek candidates to target a Board composition which includes at least one (1) Director who is under the age of thirty-five (35) and one (1) Director who is under the age of thirty (30).

6.3 Immediately after every second/alternate Annual Meeting, the Board of Directors shall appoint the Officers for a term of two (2) years, and they shall continue in office until their successors are elected. No Director may serve more than four (4) consecutive terms, unless the term limit is waived by the Board of Directors in respect of any one or more Directors in exceptional cases for additional consecutive one year terms, subject to normal election by the membership in each such case.

6.4 Without limiting the eligibility requirements of the Act, every Director shall be eighteen (18) or more years of age, and no Director shall be a salaried employee of the Congregation, have the status of bankrupt, be incapable of managing property as determined under the *Substitute Decisions Act, 1992* or *Mental Health Act*, or be a person who has been found incapable by any court in Canada or elsewhere.

6.5 Without limiting the application of the Act, a Director shall cease to be a Director:

- (a) if that person resigns as a Director by delivering a written resignation to the Secretary of the Congregation, which resignation shall be effective at the time it is received by the Secretary or at the time specified in the notice, whichever is later;
- (b) if that person fails to attend over fifty percent (50%) of the meetings of the Board of Directors in each year of his or her term, or fails to attend three (3) consecutive meetings of the Board of Directors, unless, in either case, the Board of Directors agrees that this was a result of illness or other good reason;
- (c) if the Members of the Congregation, by resolution passed by a majority of the votes cast, in person and by proxy, at a meeting of Members duly called for that purpose, remove that person from office;
- (d) by resolution passed by a majority of the Board of Directors, excluding the Director who is the subject of said resolution;
- (e) if that person ceases to be a Member of the Congregation;
- (f) if that person faces criminal, administrative or other charges related to fraudulent behavior or other dishonest conduct; or
- (g) on the death or upon the bankruptcy of the Director.

6.6 (a) At least ten (10) and not more than fifty (50) days prior to each Annual Meeting, the Board of Directors shall, in the Congregation's Bulletin or through other means of written communication, advise the Members as to those members of the Board of Directors whose term is expiring, whether or not they are seeking an additional two year term (and in the case of otherwise term limited members of the Board of Directors for whom the Board of Directors has determined to waive the term limit, an additional one year term) at the forthcoming Annual Meeting, as well as any additional nomination received, on or prior to the date of the Notices for election to the Board of Directors pursuant to Article 6.6(b);

(b) Every Member may nominate candidates for election to the Board of Directors, including himself/herself, by written notice submitted to the President, containing the signatures of at least five (5) Members in support of each such nomination, not later than three (3) days before the Annual Meeting. No nominations shall be accepted after that date.

6.7 The Board of Directors shall approve a slate of nominees for election at each Annual Meeting, which shall consist of the number of Directors to be elected, and may include nominees proposed by members pursuant to Article 6.6(b).

6.8 The election of the Directors shall be by a show of hands, unless a Member requests a secret ballot. In the event that there are more nominees for election than there are vacancies on the Board of Directors to be filled, a secret ballot shall be mandatory and the number of candidates equal to the number of vacancies to be filled who receive the most votes shall fill the vacancies and be elected to the Board of Directors.

6.9 A vacancy on the Board of Directors, however caused, may, so long as a quorum of Directors remains in office, be filled by the Board of Directors from amongst the Members if the Board of Directors shall see fit to do so. Directors so appointed shall serve only until the next Annual Meeting, at which point, they must be elected by the Members to continue to serve. Otherwise, such vacancy shall be filled at the next Annual Meeting of the Congregation at which the Directors for the ensuing term are elected. However, if there is no quorum of Directors, the remaining Directors shall forthwith call a meeting of the Congregation to fill the vacancy.

6.10 The Board of Directors shall meet, in addition to the meeting immediately after the Annual Meeting of the Congregation, at least four (4) times each calendar year. Each member of the Board of Directors shall have one (1) vote. In each year of their term, Directors must attend at least seventy five percent (75%) of the meetings of the Board of Directors, and shall not fail to attend more than two (2) consecutive meetings of the Board of Directors.

6.11 The Board of Directors may appoint such committees as it deems necessary to aid in the performance of its duties, and shall select Chairs of such committees as it may decide. A member of a committee may (but need not) be a member of the Board of Directors.

6.12 Subject to the Act, the Board of Directors will establish and define the duties of committees. The Chair of each committee will report to the Board of Directors from time-to-time, as well as report directly to the Congregation at the Annual Meeting if the President so requests.

6.13 The President shall be an *ex-officio* member of all such committees.

6.14 No Director shall receive any remuneration from any duties performed by the Director on behalf or for the benefit of the Congregation. However, a Director may be reimbursed for direct, reasonable disbursements upon presentation of supporting receipts to the Treasurer, but no such reimbursement may be effected for amounts in excess of two hundred and fifty dollars (\$250) unless pre-approved in writing by the President or the Board of Directors, as the case may be, in accordance with the parameters set forth in Articles 9.3 and 9.4, respectively.

6.15 (1) Subject to Articles 6.15(3) and 6.15(5), the Congregation shall indemnify a Director, Officer, committee member, a former Director, Officer, committee member, or a person who acts or acted in a similar capacity at the Board of Director's request, to the maximum extent permitted by the Act including against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of his/her said association with the Congregation.

(2) The Congregation shall advance moneys to a Director, Officer or other individual mentioned in Article 6.15(1), for the costs, charges and expenses of a proceeding referred to in Article 6.15(1). The individual shall repay the moneys if the individual does not fulfill the conditions of Article 6.15(3).

(3) The Congregation shall not indemnify an individual under Article 6.15(1) unless the individual:

(a) acted honestly and in good faith with a view to the best interests of the Congregation; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful.

(4) The Congregation may, with the approval of a court, indemnify an individual referred to in Article 6.15(1), or advance moneys under Article 6.15(2), in respect of an action by or on behalf of the Congregation to procure a judgment in its favour, to which action the individual is made a party because of the individual's association with the Congregation, against all costs, charges and expenses reasonably incurred by the individual in connection with such action, if the individual fulfils the conditions set out in Article 6.15(3).

(5) An individual referred to under Article 6.15(1) is entitled to indemnity from the Congregation in respect of all costs, charges and expenses reasonably incurred by the individual in connection with the defence of any civil, criminal, administrative, investigative or other proceeding to which the individual is subject because of the individual's association with the Congregation, if the individual seeking indemnity:

(a) was not judged by the court or other competent authority to have committed any fault or omitted to do anything that the individual ought to have done; and

(b) fulfils the conditions set out in Article 6.15(3).

- (6) The Congregation shall purchase and maintain insurance, in such amount as the Board of Directors shall deem advisable, for the benefit of all individuals referred to in Article 6.15(1), to cover liability incurred by the individual in the individual's capacity as therein set forth.
- (7) The Congregation, and an individual referred to in Article 6.15(1), may apply to a court for an order approving an indemnity under this Article 6, and the court may so order and make any further order that it sees fit.
- 6.16 Conflict of Interest. A Director or Officer who has a financial or personal interest, directly or indirectly, in any matter coming before the Board shall: a) fully disclose the nature and extent of the interest; and b) withdraw from discussion, lobbying, and voting on the matter and not attend the portion(s) of the meeting where the matter is being discussed. Any transaction in which a Director or Officer has a financial or personal interest shall be duly approved by the remaining members of the Board of Directors not so interested or connected as being in the best interests of the Congregation. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

Article 7. Meetings of the Members

7.1 An annual meeting of the Congregation shall be held every year (the/an "Annual Meeting"), by no later than one hundred and eighty (180) days after the termination of the Fiscal Year of the Congregation. This Annual Meeting, and any other meeting of the Congregation, shall be held at the head office of the Congregation or elsewhere in Toronto including virtually via telephone, video or other electronic means, as the Board of Directors may determine, and on such day as the Board shall fix. Written notice of Annual Meetings of the Members shall be sent to each Member at least ten (10) and not more than fifty (50) days prior to the date thereof, with such notice to include the agenda for the Annual Meeting. No other item of business shall be included on the agenda for the Annual Meeting unless a Member's proposal has been given to the Secretary prior to the giving of notice of the Annual Meeting in accordance with the Act, so that such items of new business can be included in the notice of Annual Meeting.

7.2 No error or omission in giving notice of any meeting of the Members, or an adjourned meeting shall, unless materially prejudicial, invalidate such meeting or make void any such proceedings taken thereat. For the purpose of sending notice to any Member, Director or Officer for any meeting or otherwise, the address of a Member, Director or Officer shall be the last address recorded on the books (including any electronic or digital membership system) of the Congregation.

7.3 A quorum at any meeting of the Members shall consist of twenty (20) Members in good standing who are in attendance in person and/or by proxy, in the latter case in accordance with Article 3.5. At all such meetings, every question shall be decided by the majority of the votes of the Members present and voting by proxy and, as applicable in accordance with Section 3.5, by mail, or by telephonic or electronic means. In the case of an equality of votes at any meeting, the President shall be entitled to a second/casting vote.

7.4 Those eligible to vote at any meeting are those Members whose payment of Annual Dues and fees is not in arrears, subject to Article 4.

7.5 Subject to the notice provisions in Article 7.7, the President may call a special meeting on any issue deemed of sufficient importance to warrant such a meeting ("Special Meeting") and shall state the nature of the business in sufficient detail to permit a member to form a reasoned judgment on the business.

7.6 In the event that at least ten percent (10%) of the Members sign and present to the President, a written application for a special meeting, stating the subject to be presented thereat, the President, or in case of her/his failure to act, any Officer, shall be under obligation to call such a special meeting (also, a/the "Special Meeting") within twenty one (21) days from receipt of such an application.

7.7 At any Special Meeting, only the subject(s) set forth in the notice required pursuant to Article 7.5 or in the aforesaid application, as the case may be, shall be discussed. Written notice of such Meeting and its subject(s) and the text of any special resolution that will be submitted at the Meeting shall be given to all Members at least ten (10) and not more than fifty (50) days prior to the date thereof.

7.8 At a Special Meeting, the same rules of voting, quorum and otherwise shall apply as at an Annual Meeting.

Article 8. Meetings of the Board of Directors

8.1 Written notice of meetings of the Board of Directors shall be given to members of the Board of Directors at least three (3) days prior to the date set for such meeting. Such notice shall set forth the main points of the agenda for that meeting.

8.2 A quorum at any meeting of the Board of Directors shall be a majority of the said Board, with or without any vacancy being filled.

8.3 Any or all Directors may participate in a meeting of the Board of Directors, or of a committee of the Board of Directors, by telephonic or electronic means that permits all participants to communicate adequately with each other during the meeting.

8.4 No error or omission in giving notice for such meeting of the Board of Directors shall invalidate such meeting or invalidate or make void any proceedings taken thereat, and any Director may at any time waive notice of any such meeting, and may ratify and approve of any or all proceedings taken thereat.

8.5 Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes. In the case of an equality of votes, the President, in addition to the President's original vote, shall have a second/casting vote. All votes at any such meeting shall be taken in the manner prescribed in the sole discretion of the President.

8.6 A resolution in writing, signed (including by counterparts) by all the Directors entitled to vote on that resolution at a meeting of the Board of Directors, is as valid as if it had been passed at a meeting of the Board of Directors.

Article 9. Authorization and Disbursement of Moneys; Contracts

9.1 All cheques drawn by the Congregation shall be signed by the President plus one (1) of the other Officers or the general manager, except where a resolution of the Board of Directors expressly provides otherwise as to such signature.

9.2 All disbursements made by the Congregation shall be paid by cheques drawn on the bank of the Congregation, except for individual petty cash amounts of two hundred dollars (\$200), each of which amounts is not part of a series of related transactions.

9.3 The President shall be authorized to spend a sum (but not sums in a series of related transactions) of up to fifteen thousand dollars (\$15,000) per annum, without the prior or subsequent approval of the Board of Directors, for: any normal course expense, including a capital expenditure; an unbudgeted expenditure; and an extraordinary expense, provided that any such expenditure is approved by at least one (1) of the other Directors, with the exception of a sum (but not sums in a series of related transactions) which is less than five hundred dollars (\$500) which shall not require the approval of another Director.

9.4 All expenditures greater than fifteen thousand dollars (\$15,000) must be approved by the Board of Directors, save that any capital expenditure in excess of fifty thousand dollars (\$50,000) shall require the approval of the Members at a meeting of the Members unless the matter is of an urgent or wasting nature, or for the safety of the Congregation, its assets, any of its Members or the public, in which latter case the approval of the President and one (1) of the other Officers or the general manager is required.

9.5 When certain committees require operating budgets, the amount of such budgets will be determined and authorized by the Board of Directors after the Chair of each committee has submitted an estimate of this committee's requirements.

9.6 No Committee Chair shall be empowered to spend or commit any moneys of the Congregation, except: (a) if the prior authorization of the President has been obtained for amounts less than five thousand dollars (\$5,000), each of which amounts is not part of a series of related transactions; or (b) with the consent of the Board of Directors.

9.7 All contracts and documents shall be signed on behalf of the Congregation by the President plus one (1) of the other Officers unless a resolution of the Board of Directors expressly provides otherwise as to such signature.

Article 10. Borrowing Powers

10.1 The Board of Directors may, from time-to-time:

- (a) borrow money on the credit of the Congregation;
- (b) issue, sell or pledge securities of the Congregation;
- (c) give a guarantee on behalf of the Congregation to secure performance of an obligation of any person; and
- (d) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Congregation, including book debts, rights, powers, franchises and undertakings, to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the Congregation.

Article 11. Rabbi, Clergy and Religious Services

11.1 A Rabbi, Religious Leader, Cantor or other Clergy of the Congregation shall be chosen by the Board of Directors by a majority vote. This choice shall be confirmed at the Annual Meeting or at a Special Meeting called for this purpose.

11.2 A Rabbi, Religious Leader, Cantor or other Clergy's contract can only be revoked by a resolution of the Board of Directors.

11.3 Major changes in the order or style of the religious services, or acceptance of any new form of worship, shall require the approval of the Board of Directors.

11.4 Notwithstanding Section 11.1, the Board of Directors may alter or adjust the respective roles and/ or titles of the Congregation's acting Rabbi, Religious Leader, Cantor or other Clergy by a majority vote.

Article 12. Religious School

12.1 All Members in good standing shall have the right to send their children to the Congregational Religious School, and to have them confirmed at a Bar or Bat Mitzvah service at the Congregation, upon payment of applicable fees and expenses, if any.

12.2 The instruction of children in the Religious School is subject to the payment of fees as determined by the Board of Directors.

12.3 Children of non-Members will be accepted in the Religious School, subject to sufficient space being available, upon payment of a fee determined by the Board of Directors.

Article 13. Cemetery

13.1 Members who fully paid their then Annual Dues as of May 31, 2000 and who have remained fully paid Members, uninterrupted until the time of their death, unless the Board of Directors allows otherwise, shall be entitled to a burial plot, without additional charge, in the

Habonim section of Pardes Shalom Cemetery or another cemetery as designated by the Board of Directors.

13.2 All other Members must purchase cemetery plots through Pardes Shalom or another cemetery of their choice. These Members cannot be buried in the Habonim section of Pardes Shalom, as these plots are fully allocated for the said Article 14.1 Members.

13.3 Under exceptional circumstances, the Board of Directors may permit any person to be buried in a Habonim cemetery plot, upon such terms as the Board of Directors may deem appropriate.

Article 14. Repeal of Existing By-Laws

14.1 This By-Law shall come into force and be effective from the date of resolution of the Board of Directors, subject to being confirmed by the Members at the next Annual Meeting or Special Meeting of the Congregation.

14.2 All previous by-laws of the Congregation are repealed upon the coming to force of this By-Law, but such repeal shall not affect the previous operation of any by-law. All Directors, Officers and other persons acting under any by-law so repealed shall continue to act as if appointed under this By-Law, and all resolutions with continuing effect passed under any by-law so repealed shall continue in force until amended or repealed, except to the extent inconsistent with this By-Law.

Article 15. Amendments

15.1 The by-laws of the Congregation may be replaced or amended by by-law enacted by a majority of the Directors at a meeting of the Board of Directors and sanctioned by an affirmative vote of a majority of the Members at a Special Meeting duly called for the purpose of considering the said by-law, or at the next Annual Meeting of Members.

15.2 In the call for any Meeting for this purpose, written notice of the proposed amendment(s) shall be given by the Secretary to each Member at least ten (10) and not more than fifty (50) days prior to the date of such Meeting.

Article 16. Auditor

16.1 The Members shall, at each Annual Meeting, appoint a qualified chartered accountant to conduct an audit of the accounts, books, records (including computer, electronic and digital) and financial affairs of the Congregation, in accordance with the Act and Canadian generally accepted accounting principles, to hold office until the next Annual Meeting, provided that the Board of Directors may fill any vacancy in the office of such auditor. The remuneration of the auditor shall be approved by the Board of Directors. The auditor shall not be a Director or an Officer of the Congregation.

Article 17. General

17.1 Writing. Wherever used herein, "written" or "in writing" includes an email or fax. Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Headings. Headings used in this Agreement are for convenience only and shall not affect its construction. Singular/Plural. Where the context requires it, the plural shall signify the singular and the masculine shall signify the feminine, and vice versa. Arbitration. Except where recourse to the courts is obligatory pursuant to provision of law, in case of any controversy, claim, dispute or disagreement whatsoever concerning, arising out of or relating to this By-Law, including, without limitation, any question regarding its existence, validity, interpretation, application, performance, breach or termination, or the rights, obligations and liabilities of the Members, the Congregation, the Officers and Directors (individually and collectively, the "Parties"), the Parties hereby irrevocably undertake that same shall be referred to, and finally resolved solely by, final and binding arbitration, to the exclusion of the courts, without the right of appeal, pursuant to the *Arbitration Act, 1991 (Ontario)*. The Parties and the arbitrator shall be bound by absolute confidentiality of the arbitration proceeding and award, and shall not disclose any part of it whatsoever, except to their professional advisors on a "need-to-know" basis or as required by law. The arbitration shall be held in Toronto, Ontario, and the costs thereof shall be borne by the Party which does not prevail therein, unless the arbitrator awards otherwise. However, the Parties undertake to participate in at least one (1) mediation meeting prior to invoking this arbitration requirement. For purposes of said mediation, each Party shall cause a person with decision-making authority to participate at said meeting and to agree upon a mediator. However, if, for whatever reason, said meeting does not so take place within ten (10) days of either Party's written request therefor, this shall not constitute a default pursuant to this By-Law. Notwithstanding anything to the contrary provided in this Article, and without prejudice to the above procedures, any Party may apply to any court of competent jurisdiction for temporary injunctive or other provisional judicial relief to avoid irreparable injury or to preserve the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved. Governing Law. This Agreement shall be governed by, and interpreted according to, the laws of the Province of Ontario.

Article 18 Dissolution

18.1 Upon dissolution of the Congregation and after the payment of all debts and liabilities, its remaining property or part thereof shall be distributed, or disposed of, to other Jewish charities registered under the Income Tax Act (Canada) as may be selected by the Board of Directors.