GRANT AGREEMENT
Western Galilee College

GRANT AMOUNT: The Mandell L. and Madeleine H. Berman Foundation (the Foundation) agrees to a grant totaling $10,000 to Western Galilee College (the Agency), with the understanding and agreement of the points described below.

GRANT PERIOD: The grant period of one year, effective June 1, 2012.

PURPOSE: The purpose of this grant is to provide funding for a half-time career guidance counselor who will serve Western Galilee College's student population as they near and end their studies. The Foundation understands that it may not request that its grant be directly solely to a certain demographic, but the Foundation's primary interest in making this grant is to help Arab students at the College secure employment after their studies.

STIPULATIONS: This grant is presented on the assumption that the objectives described in the grant proposal can and will be accomplished within the grant period. If delays in accomplishing the objectives are experienced or expected, the Foundation shall be notified immediately.

In addition, the Agency agrees:

1. To ensure that all grant-funded activities are strictly nonpartisan and do not consist of participating in political campaigns or campaigns for public office.

2. To use the grant funds solely for the purposes of the specific project as described above. Any significant changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before implementation.

3. To return any portion of the funds granted which are not used solely for the purpose of the grant stated above.

4. To maintain its books to show these grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on those books. The Agency shall keep adequate records to substantiate such expenditures. The Agency shall make such books and records available to the Foundation at reasonable times for review and audit, if requested by the Foundation.

5. To acknowledge the Foundation in any public releases, credits or publications that mention the project funded, and to send copies of them to the Foundation. Grantees are asked to clear written statements about the Foundation with the Foundation before publication.

6. To notify the Foundation immediately if the Internal Revenue Service proposes to revoke or alter the grantee's tax exempt status, which under I.R.S. tax classification is currently described under the Tax Code sections 501(c)(3) and/or 509(a)(1),(2), or (3).

PAYMENTS: Financial fulfillment of this grant shall be made in one payment of $10,000 during the month of September 2012, subject to receipt of a signed agreement by the Foundation and an interim report.

REPORTS: The interim report, due August 15, 2012, should provide information about the 2011-12 program including data on numbers counseled through the program, contacts made by the counselor with employers and jobs obtained by Arab students who were counseled. This report should also provide information about the 2012-13 program person who will be hired as the career guidance counselor and enumerate his/her responsibilities which should include activities designed to help those students studying education to secure employment. The final report, due June 15, 2013, should critically evaluate the work of

the counselor during academic year 2012-2013 and identify areas for improvement. This report should also state plans for the position for 2013-14 and overview progress toward establishing the school of management at Western Galilee College.

In the event that the Foundation determines, in its sole discretion, that the Agency has breached or failed to carry out any material provision of this Agreement, the Foundation may, in addition to any other legal remedies it may have, including the termination of this Agreement, refuse to make any further grant payments to the Agency, and the Foundation may demand in writing return of all or part of the unexpended grant funds, which the Agency shall immediately repay to the Foundation. The amount of such unexpended grant funds to be repaid to the Foundation shall not include funds needed to meet obligations incurred by the Agency to third parties, in good faith, for the purposes of the specific project described above, prior to the Agency's receipt of the Foundation's written demand for repayment.

Finally, this agreement in its entirety between the parties hereto supersedes prior discussion or agreements that may have existed between the parties and may be modified only in writing and signed by both parties.

Mandell L. Berman, Trustee — Date: 8/9/12

Sarai Brachman Shoup, Director — Date: 8/9/12

המכללה האקדמית גליל מערבי
רני פלק
מנכ"ל המכללה

Rani Falk, CEO
Western Galilee College — Date: 8/8/2012

Shmuel Rozenstein, Director of Finance and Administration
Western Galilee College — Date: 7/8/12

מכללה אקדמית גליל מערבי
שמואל רוזנשטיין
ראש מינהל כספים וכספים