

**PACE SAVINGS & CREDIT UNION LIMITED
CANADA EMERGENCY BUSINESS ACCOUNT APPLICATION**

To complete this application (the “**Application**”), (1) fill out the table at Schedule A, (2) sign the promissory note at Schedule B and (3) sign the attestation at Schedule C.

**SCHEDULE A
CANADA EMERGENCY BUSINESS ACCOUNT BORROWER INFORMATION**

Borrower’s legal name (the “ Borrower ”): ¹		
Borrower’s business, operating, or trade name (if different from its legal name):		
If the Borrower is a partnership, the legal name of the partner applying for the loan under the Canada Emergency Business Account Program:		
Borrower’s address:		
Borrower’s PACE Savings & Credit Union Limited bank account number:		
Authorized signatory’s legal name:		
Authorized signatory’s telephone number:		
Authorized signatory’s email address:		
PART A – Complete if total employment income paid to employees in 2019 was greater than Cdn.\$20,000 and less than Cdn.\$1,500,000		
Borrower’s CRA Business Payroll Number (BN) (15 digits), as reported at the top of the Borrower’s 2019 T4 Summary of Remuneration Paid (T4SUM): ²		
Total employment income reported by the Borrower on all employee T4 slips for 2019: ³	Cdn.\$	
PART B – Complete if total employment income paid to employees in 2019 was Cdn.\$20,000 or less or if the Borrower declares no employment income was paid in 2019		
Borrower’s CRA Business Number (BN) (9 digits):		
Most recent year in which the Borrower has filed an income tax return with the CRA:	<input type="checkbox"/> 2018 <input type="checkbox"/> 2019	
For the year selected in the row above, the Borrower’s business income as reported on its tax return is as follows (as applicable, for the appropriate entity/business type).		
If the Borrower (or the partner applying for the loan under the Canada Emergency Business Account Program) is a corporation (i.e., an incorporated business), input business income as reported on line 400 of the Borrower’s latest T2	Cdn.\$	
If the Borrower is an un-incorporated business, as reported on the following lines of the Borrower’s latest T1 (either 2018 or 2019), is as indicated below:		
T1 Return: Self-Employment Income	Complete if latest T1 is 2018	Complete if latest T1 is 2019
Field name	2018 Tax Year Field Number and corresponding income, if any	2019 Tax Year Field Number and corresponding income, if any
Net Business income	135 (income: Cdn.\$)	13500 (income: Cdn.\$)
Net Professional income	137 (income: Cdn.\$)	13700 (income: Cdn.\$)
Net Commission income	139 (income: Cdn.\$)	13900 (income: Cdn.\$)
Net Farming income	141 (income: Cdn.\$)	14100 (income: Cdn.\$)
Net Fishing income	143 (income: Cdn.\$)	14300 (income: Cdn.\$)

¹ A sole proprietor’s legal name is the individual’s legal name as it is recorded in the CRA’s Business Number (BN) registry. A Canadian-controlled private corporation’s legal name must be written as it appears in its (federal or provincial) corporate registry. A partnership’s legal name is the partnership’s legal name as it is recorded in the CRA’s Business Number (BN) registry.

² Usually a Borrower will have only one CRA Payroll Program Account, but some Borrowers have more than one. If the Borrower has more than one CRA Payroll Program Account, enter the first one in the series.

³ Total employment income can be calculated by adding the amounts shown in Box 14 on each of the Borrower’s 2019 T4SUM statements, except where the Borrower also pays employment income that is tax-exempt under the Indian Act. In this case, the sum of all tax-exempt employment income for 2019 as reported in Box 71 of each employee’s T4 slip for 2019 should be added to the above total of all amounts shown in Box 14 of the Borrower’s T4SUM statements. For additional clarity, where a Borrower has more than one CRA Payroll Program Account, and therefore more than one T4SUM statement, total employment income paid in the 2019 calendar year is the sum of the amounts shown in Box 14 of all of the Borrower’s 2019 T4SUM statements plus, if applicable, the sum of all tax-exempt employment income reported in Box 71 of the T4 slips for 2019 of all of the Borrower’s employees. A Borrower cannot obtain more than one loan under the Program (as defined below), even if the Borrower has more than one CRA Payroll Program Account.

SCHEDULE B
CANADA EMERGENCY BUSINESS ACCOUNT PROMISSORY NOTE

1. **FOR VALUE RECEIVED**, the Borrower hereby acknowledges itself indebted and promises to pay to or to the order of **PACE SAVINGS & CREDIT UNION LIMITED** (hereinafter called the “**Credit Union**”) the principal sum of \$40,000.00 in lawful money of Canada with interest thereon and upon the terms as hereinafter set forth (the “**Loan**”).
2. *Loan.* The Borrower acknowledges and agrees that the Credit Union will deposit the proceeds of the Loan into a the Borrower’s account with the Credit Union. No amounts repaid under the Loan may be reborrowed or readvanced under the Loan and the limit of the Loan will be automatically and permanently reduced by the amount of any repayment made thereunder.
3. *Program.* The Borrower acknowledges and agrees that:
 - (a) the Loan is made in accordance with the Canada Emergency Business Account program and is being instituted and administered by the Credit Union at the request of and on behalf of Export Development Canada, on behalf of Her Majesty in Right of Canada;
 - (b) by executing this promissory note, the Borrower’s authorized representative has certified to the Credit Union the information set out in Schedule C attached hereto is true and correct, as required by the Government of Canada.
4. *Term.* The outstanding amount under the Loan (together with all accrued interest and other amounts payable hereunder) shall be repaid in full upon the earlier of:
 - (a) December 31, 2022 provided that if the Borrower fails to repay the Loan pursuant to Section 5 herein, the Borrower shall be deemed to elect to extend the repayment term of the Loan for an additional three year term such that all remaining principal amounts shall become due and payable on December 31, 2025;
 - (b) the occurrence of an Event of Default (as such term is defined under Section 12 herein).
5. *Interest.*
 - (a) Prior to December 31, 2022, the interest rate payable on the principal amount under the Loan shall be 0% per annum.
 - (b) Following December 31, 2022, the interest payable on the principal amount under the Loan shall be 5% per annum. Interest shall be calculated and compounding monthly, not in advance, and shall be payable both before and after default and/or judgment as well after as before maturity.
6. *Repayment.* Subject to and in addition to the requirement for repayment in full pursuant to Sections 4 and 12 of this promissory note, following December 31, 2022, the Borrower agrees to pay interest on the outstanding principal balance on the last day of each month until the full amount outstanding hereunder on account of the Loan has been paid. The first monthly payment shall be payable on January 31, 2023.
7. *Prepayment.* Prepayment of the Loan in full or in part (together with all accrued interest and other amounts payable hereunder) is permitted at any time without notice or penalty. If the Borrower has repaid at least 75% of the Loan on or prior to December 31, 2022, the Credit Union will forgive the remaining balance of the Loan as of such date.
8. *Application of Payments.*
 - (a) All payments made by the Borrower on account of the Loan shall be applied firstly on account of interest and secondly in reduction of the principal sum outstanding.
 - (b) The Borrower shall provide written instructions to the Credit Union regarding any payment it wishes applied to the Loan. If a payment is received from a the Borrower and it is unclear whether such payment is to be applied to the repayment of the Loan or towards another loan made by the Credit Union to the Borrower, the Credit Union shall deem that such payment is to be applied to repay such other loan and may apply such payment accordingly.
9. *Recordation.* The Credit Union shall open and maintain books of account evidencing the advance and all other amounts owing by the Borrower to the Credit Union under the Loan. The Credit Union shall enter in those books details of all amounts from time to time owing, paid or repaid by the Borrower, and this information shall constitute prima facie evidence of the obligations of the Borrower to the Credit Union under this promissory note with respect to all advances and all other amounts owing by the Borrower to the Credit Union under this promissory note. The failure of the Credit Union to correctly record any such amount or date shall not in any way affect the obligations of the Borrower to pay all amounts due to the Credit Union under this promissory note, pursuant to, and in accordance with this promissory note. After a request by the Borrower, the Credit Union shall promptly advise the Borrower of any entries made in the Credit Union’s books of account. Acceptance by the Borrower, without dispute, of the periodic statements pertaining to this Loan acknowledges the liability of the Borrower for advances made during the period covered by such statement.
10. *Warranties and Representations.* The Borrower makes the following representations and warranties to Credit Union, which representations and warranties are deemed to be repeated as at the time of each advance hereunder:
 - (a) It is a corporation duly organized, validly existing and duly registered or qualified to carry on business in the Province of Ontario, and has all requisite corporate power and authority to own, lease and operate its property and to conduct its business as such is presently conducted and as proposed to be conducted.
 - (b) The execution, delivery and performance by it of this promissory note and any other documents to which it is a party have been duly executed and delivered by them and constitutes a legal, valid and binding obligation of each of them enforceable against each of them in accordance with its respective terms and have been duly authorized by all necessary

- (c) actions of its directors and shareholders, and do not violate its constating documents or any applicable laws or agreements to which it subject or by which it is bound.
- (d) There is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any environmental law or any release from its lands of a contaminant into the natural environment or which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this promissory note or any of Credit Union's security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to Credit Union.
- (e) It is in compliance in all material respects with all applicable laws including, without limitation, all environmental laws.
- (f) No event has occurred which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this promissory note or any security agreement given in connection herewith.
- (g) All information furnished by or on behalf of it in writing to the Credit Union in connection with the transaction contemplated hereby, including the information contained at Schedule A, is true and correct and does not omit any fact necessary in order to make such information not misleading.

11. *Conditions Precedent.* The availability and advance of the Loan hereunder is conditional upon the receipt of:

- (a) a duly executed copy of this promissory note by the Borrower; and,
- (b) a duly executed copy of the attestation contained at Schedule C by the Borrower.

12. *Event of Default.* Without limiting any other rights of the Credit Union under this promissory note and any other written agreement delivered in connection with the transaction hereof, if any one or more of the following events (herein an "**Event of Default**") has occurred and is continuing:

- (a) an Insolvency Event occurs in respect of the Borrower;
 - (i) For the purpose of this Section 12(a), "**Insolvency Event**" means, in respect of any person:
 - (1) if any case, proceeding or other action shall be instituted in any court of competent jurisdiction against a person, seeking in respect of such person an adjudication in bankruptcy, reorganization of its indebtedness, dissolution, winding up, liquidation, a composition, proposal or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator sequestrator or other person with similar powers with respect to such person or of all or any substantial part of its property, or any other like relief in respect of such person under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), the United States *Bankruptcy Code*, or any other bankruptcy, insolvency or analogous law and:
 - (A) such case, proceeding or other action results in an entry of an order for relief or any such adjudication or appointment; or
 - (B) the same shall continue undismissed, or unstayed and in effect, for any period of 30 days; or
 - (2) if any person:
 - (A) makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors;
 - (B) makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), the United States *Bankruptcy Code*, or any other bankruptcy, insolvency or analogous law, or files a petition or proposal to take advantage of any act of insolvency;
 - (C) consents to or acquiesces in the appointment of a trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator or other person with similar powers of itself or of all or any portion of its property which is, in the opinion of the person making such a determination, material;
 - (D) files a petition or otherwise commences any proceeding seeking any arrangement with creditors, composition, administration or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights; or
 - (E) consents to, or acquiesces in, the filing of such assignment, proposal, relief, petition, proposal, appointment or proceeding or takes any action to authorize or effect any of the foregoing;

- (b) if proceedings are commenced for the dissolution, liquidation or winding-up of the Borrower unless such proceedings are being actively and diligently contested in good faith to the satisfaction of the Credit Union, or if a decree or order is enacted for the dissolution, liquidation or winding-up of the Borrower;
- (c) if, after the establishment of the Loan, it is determined that the Borrower did not satisfy all of the requirements required by the Program at the time the Loan was established or committed;
- (d) the failure by the Borrower to pay when due, whether on demand or at a fixed payment date, by acceleration or otherwise, any payment of interest, principal or other amounts payable to the Credit Union;
- (e) the failure of the Borrower to observe or perform any covenant or obligation applicable to it under this promissory note, if the Borrower fails to remedy such default within the earlier of ten (10) days from the date:
 - (i) it becomes aware of the default; and
 - (ii) the Credit Union delivers written notice of such default to the Borrower.
- (f) any default occurs under any other credit, loan or security agreement to which the Borrower is a party and such breach continues for ten (10) days after the Borrower shall have received written notice of same;
- (g) any representation or warranty made by the Borrower herein or in any security or in any certificate or other document delivered to the Credit Union in connection herewith is false or misleading in any material respect; or
- (h) in the opinion of the Credit Union, any adverse change has occurred in the financial condition or business of the Borrower if any, which may impair its ability or willingness to perform any of its obligations to the Credit Union or the Credit Union considers the security held to secure the Loan to be in jeopardy or the Credit Union considers itself insecure;

then, in such event, the Credit Union may, by written notice to the Borrower, declare the amount then outstanding under the Loan to be immediately due and payable. Upon receipt of such written notice, the Borrower shall immediately pay to the Credit Union all outstanding amounts under the Loan and all other obligations of the Borrower to the Credit Union in connection therewith. Upon a declaration that the Loan outstanding hereunder is immediately due and payable pursuant to this Section 12, the Credit Union may commence such legal action or proceedings as the Credit Union in its sole discretion deems expedient, including the commencement of enforcement proceedings under this promissory note and any other documents to be executed and delivered to the Credit Union by the Borrower, all without any additional notice, presentation, demand, protest, notice of dishonour, entering into of possession of any property or assets, or any other action or notice, all of which are expressly waived by the Borrower. The rights and remedies of the Credit Union under this promissory note are cumulative and are in addition to, and not in substitution for, any other rights or remedies.

- 13. *Expenses.* The Borrower agrees to pay all costs and expenses incurred by the Credit Union in connection with the enforcement of this promissory note.
- 14. *Review.* Credit Union may conduct periodic reviews of the affairs of the Borrower, as and when determined by Credit Union, for the purpose of evaluating the financial condition of the Borrower. The Borrower shall make available to Credit Union such financial statements and other information and documentation as Credit Union may reasonably require and shall do all things reasonably necessary to facilitate such review. The Borrower also agrees to promptly notify the Credit Union of any change of circumstances which renders inaccurate any of the information given to the Credit Union in applying for this Loan.
- 15. *Survival of Representations and Warranties.* The representations and warranties contained herein or made pursuant to this promissory note shall survive until the indefeasible repayment of the Loan.
- 16. *Entire Agreement.* This promissory note and all attachments hereto, and any other written agreement delivered pursuant to or referred to in this promissory note constitute the entire agreement among the parties with respect to the Loan and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof or thereof.
- 17. *Limitation Act, 2002 (Ontario).* The parties acknowledge that this agreement is made for business purposes and is a "business agreement" as defined in the *Limitations Act, 2002* (the "Act") and that no limitation periods found in the Act, other than the ultimate limitation period found in Section 15 of the Act, shall apply to the obligations imposed by this agreement.
- 18. *Non-Merger.* The provisions of this promissory note shall not merge with any other document provided to Credit Union, but shall continue in full force for the benefit of the parties hereto.
- 19. *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed given upon personal delivery, facsimile transmission (with written or facsimile confirmation of receipt), telex or delivery by a reputable overnight commercial delivery service (delivery, postage or freight charges prepaid), or on the fourth day following deposit in the mail (if sent by registered or certified mail, return receipt requested, delivery, postage or freight charges prepaid), addressed to the Borrower at the addresses appearing in the Credit Union's records and files, and if to the Credit Union to the address noted herein.
- 20. *Amendments.* This promissory note may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.
- 21. *Waivers.* No failure or delay on the part of the Credit Union in exercising any right or power hereunder or under any security document shall operate as a waiver thereof.
- 22. *Governing Law.* This promissory note and the rights and obligations of the parties hereunder shall be governed in all respects by the laws of the Province of Ontario and the laws of Canada applicable therein.

- 23. *Assignment.* The Borrower shall not assign or transfer or permit the assignment or transfer of any of its rights or obligations under this promissory note without the prior written consent of the Credit Union. The Credit Union may assign all or part of its rights and obligations under this promissory note to any person. The Credit Union may disclose to potential or actual assignees confidential information regarding the Borrower (including any such information provided by the Borrower to the Credit Union) and shall not be liable for any such disclosure.
- 24. *Severability.* Any portion or provision of this promissory note which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining portions or provisions hereof in such jurisdiction or, to the extent permitted by law, rendering that or any other portion or provision of this promissory note invalid, illegal or unenforceable in any other jurisdiction.
- 25. *Binding Effect.* This promissory note shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.
- 26. *Time of Essence.* Time shall be of the essence in all provisions of this promissory note.

IN WITNESS WHEREOF, the Borrower has executed this promissory note as of the ____ day of _____, _____.

Borrower’s Legal Name:

By: _____
Name:
Title:

By: _____
Name:
Title:

**SCHEDULE C
CANADA EMERGENCY BUSINESS ACCOUNT BORROWER ATTESTATION**

TO: PACE SAVINGS & CREDIT UNION LIMITED (the “**Credit Union**”)

AND TO: GOVERNMENT OF CANADA, EXPORT DEVELOPMENT CANADA and their respective agents and/or consultants (collectively, the “**GOC**”)

The undersigned hereby certifies to, and agrees with, the Credit Union and the GOC for and on behalf of the Borrower that:

- 1. I have the ability and authority to bind the Borrower.
- 2. The Borrower is an active operating business that is a sole proprietorship, partnership or a Canadian-controlled private corporation (“**CCPC**”) that was in operation in Canada on March 1, 2020. The Borrower’s legal name on record with the Canada Revenue Agency (“**CRA**”) is as set out at Schedule A of this Application and its business, operating, or trade name (if different from its legal name) is as set out at Schedule A of this Application.
- 3. The Borrower has an active CRA Business Number (BN) with an effective date of registration on or prior to March 1, 2020.

PART A (If total employment income paid to employees in 2019 was greater than Cdn.\$20,000 and less than Cdn.\$1,500,000)

- 4. The following information is true and accurate (and the Borrower understands that the GOC will verify the accuracy of such information):
 - (a) the Borrower’s total employment income paid in the 2019 calendar year was greater than Cdn.\$20,000 and less than Cdn.\$1,500,000;
 - (b) the Borrower’s CRA Business Payroll Number (BN) (15 digits), as reported at the top of the Borrower’s 2019 T4 Summary of Remuneration Paid (T4SUM), is as set out at Schedule A of this Application.
 - (c) the total employment income reported by the Borrower on all employee T4 slips for 2019 is set out at Schedule A of this Application.
- 5. The Borrower can and shall demonstrate the above information by presenting applicable records if and when requested upon audit by the GOC, and the Borrower shall cooperate with the GOC in conducting such audits including, without limitation, requesting or instructing third parties to provide information as may be necessary.

6. The Borrower consents to the Credit Union providing to the GOC the data elements necessary to evidence electronic confirmation by the Borrower of this Attestation.

[End of Part A]

PART B (If total employment income paid to employees in 2019 was Cdn.\$20,000 or less or if the Borrower declares no employment income was paid in 2019)

4. The following information is true and accurate (and the Borrower understands that the GOC will verify the accuracy of such information):
- (a) the Borrower's total employment income paid in the 2019 calendar year was Cdn.\$20,000 or less or the Borrower had no employment income paid in the 2019 calendar year;
 - (b) the Borrower's CRA Business Number (BN) (9 digits) is as set out at Schedule A of this Application;
 - (c) the Borrower has filed tax return(s) with the CRA with a tax year-end ending in calendar year 2019 (or if its tax returns for 2019 have not yet been submitted, 2018) and the following information is true and accurate:
 - (i) the most recent year in which the Borrower has filed an income tax return with the CRA is set out at Schedule A of this Application;
 - (ii) if the Borrower is a partnership, the legal name of the partner applying for the loan under the Program (as defined below) (which the Borrower understands will be used for identity confirmation purposes) is set out at Schedule A of this Application;
 - (iii) for the year selected in (i) above, the Borrower's business income as reported on its tax return is as follows (as applicable, for the appropriate entity/business type) set out at Schedule A of this Application;
 - (d) as at March 1, 2020, the total incurred and projected Eligible Non-Deferrable Expenses (as defined in Section 7 below) that the Borrower was or is legally or contractually obligated to pay in the 2020 calendar year (including such Eligible Non-Deferrable Expenses actually paid from and after January 1, 2020) are (i) more than Cdn.\$40,000 net of Excluded Benefits (as defined below), and (ii) less than Cdn.\$1,500,000 including Excluded Benefits (as defined below).

For greater certainty, the Borrower shall not be eligible under the Program (as defined below) in the event that its total Eligible Non-Deferrable Expenses (as defined below) after deducting Excluded Benefits (as defined below) is equal to or less than Cdn.\$40,000. For greater certainty, in the event that the Borrower has a total amount of Eligible Non-Deferrable Expenses of more than Cdn.\$1,500,000, the Borrower does not become eligible under the Program solely by virtue of excluding Excluded Benefits from that amount; and

- (e) the Borrower has in its possession documents evidencing more than Cdn.\$40,000 of aggregate Eligible Non-Deferrable Expenses of the Borrower (e.g. a copy of the lease with the Borrower's landlord for the year 2020, copies of material contracts, etc.), excluding any Excluded Benefits (each such document and any amendments thereto, if applicable, an "**Eligible Non-Deferrable Expense Document**"). The Borrower has uploaded or will upload on <https://application-demande.ceba-cuec.ca> (the "**Web Page**") each of the Eligible Non-Deferrable Expense Documents prior to being provided the loan under the Program by the Credit Union and understands that failure to upload the Eligible Non-Deferrable Expense Documents will disqualify the Borrower under the Program. Each Eligible Non-Deferrable Expense Document that has been or will be uploaded to the Web Page by the Borrower (i) is a true, complete and correct copy of the original document, and (ii) is in full force and effect under which the Borrower is legally obligated to make the payments provided for thereunder and the amounts payable under such documents are not disputed by the Borrower, in each case, as of the date of uploading.

"**Excluded Benefits**" referenced in this Part B means the aggregate amount of the benefits the Borrower has received, or is expecting to receive by December 31, 2020, in support or subsidies under any other Government of Canada COVID response program ("**GOC COVID Response Programs**") including the ones listed at the end of this Attestation. For clarity, while the Canada Emergency Rent Assistance ("CECRA") program is a GOC COVID Response Program, it is understood that: (i) if the Borrower is a commercial property owner, forgivable loan(s) received or to be received by such Borrower from the GOC pursuant to the CECRA program are not a benefit for the purpose of calculating the aggregate amount of Excluded Benefits; and, (ii) if the Borrower is a commercial tenant, the aggregate reduction in such Borrower's rental payments resulting from a property owner's application for a forgivable loan pursuant to the CECRA program are a benefit for the purpose of calculating the aggregate amount of Excluded Benefits.

5. The Borrower can and shall demonstrate the above information by presenting applicable records (which shall include, for greater certainty, evidence of contractual obligations) if and when requested upon audit by the GOC, and the Borrower shall cooperate with the GOC in conducting such audits including, without limitation, requesting or instructing third parties to provide information as may be necessary.

6. The Borrower consents to the GOC disclosing information requested in this Attestation to the Borrower's payees and/or contractual counterparties including, without limitation, its landlords, lessors, insurers, telephone, internet and utility providers, contractors, licensors (or other governing body), lenders, creditors, employees and other government organizations ("Payees") for the purposes of auditing and verifying the accuracy of any such information or records and documentation evidencing same. The Borrower further consents to each of the Payees cooperating with the GOC in respect of such audit and hereby requests and instructs each of the Payees to provide such information, records and documentation (which may, for greater certainty, may include personal information) as may be requested by the GOC for this purpose. The Borrower agrees to the GOC sharing this consent with the Payees as required and acknowledges that each of the Payees shall be entitled to rely upon the foregoing consent and instruction. The Borrower consents to the Credit Union providing to the GOC the data elements necessary to evidence electronic confirmation by the Borrower of this Attestation.

[End of Part B]

7. Per the requirements of the Canada Emergency Business Account Program (the "**Program**"), as set out by the Government of Canada, the undersigned acknowledges that the funds from the loan under the Program shall only be used by the Borrower to pay (i) Eligible Non-Deferrable Expenses (as defined below) of the Borrower, or (ii) other expenses of the type described in clauses (i) – (ix) of the definition of Eligible Non-Deferrable Expenses of the Borrower incurred or to be incurred in 2021.

"**Eligible Non-Deferrable Expenses**" means the following expenses (and only the following expenses) incurred or to be incurred in 2020 provided that they are not deferrable after 2020:

- (i) wages and other employment expenses to independent (arm's length) third parties;
- (ii) rent or lease payments for real estate used for business purposes;
- (iii) rent or lease payments for capital equipment used for business purposes;
- (iv) payments incurred for insurance related costs;
- (v) payments incurred for property taxes;
- (vi) payments incurred for business purposes for telephone and utilities in the form of gas, oil, electricity, water and internet;
- (vii) payments for regularly scheduled debt service;
- (viii) payments incurred under agreements with independent contractors and fees required in order to maintain licenses, authorizations or permissions necessary to conduct business by the Borrower; and
- (ix) any other expense in a category other than the above as may be indicated by GOC under the Web Page from time to time as being an Eligible Non-Deferrable Expense for the purpose of the Program.

For greater certainty, the following expenses are not Eligible Non-Deferrable Expenses and the Borrower cannot use the funds received under the Program to pay such expenses: any other payments or expenses such as prepayment/refinancing of existing indebtedness, payments of dividends, distributions and increases in management compensation, in each case except to the extent that such expense falls under clause (ix) above.

8. The Borrower has an active business chequing/operating account with the Credit Union.
9. The Borrower has not previously used the Program or the *COVID Indigenous SMEs Initiative* and will not apply for support under the Program at any other financial institution or for support under the *COVID Indigenous SMEs Initiative*.
10. The Borrower understands that (a) any attempt to have more than one loan under the Program may result in default under the loan in respect of which this Attestation is being provided, prosecution or other enforcement measures available at law or otherwise and (b) receiving support under the *COVID Indigenous SMEs Initiative* disqualifies the Borrower under the Program and may result in default under the loan in respect of which this Attestation is being provided, prosecution or other enforcement measures available at law or otherwise.
11. The Borrower agrees to participate in post-funding surveys conducted by GOC and agrees that relevant contact information of the Borrower can be shared with the GOC for that purpose.
12. The Borrower acknowledges its intention to continue to operate its business or to resume operations.
13. Per the requirements of the Program, as set out by the Government of Canada, the Borrower confirms that:
- (a) it is not a government organization or body, or an entity wholly owned by a government organization or body;
 - (b) it is not a non-profit organization, registered charity, union, or a fraternal benefit society or order, or an entity owned by such an organization, unless the entity is actively carrying on a business in Canada (including a related business in the case of a registered charity) that earns revenue from the regular supply of property/goods or services;
 - (c) it is not an entity owned by any Federal Member of the Parliament of Canada or Senator of the Parliament of Canada; and

- (d) it does not promote violence, incite hatred or discriminate on the basis of sex, gender identity or expression, sexual orientation, colour, race, ethnic or national origin, religion, age or mental or physical disability, contrary to applicable laws.
- 14. The Borrower acknowledges that the Credit Union, and the GOC, will rely upon the accuracy of this Attestation and associated documentation (including copies of Eligible Non-Deferrable Expense Documents) in making loans and advances to the Borrower pursuant to the Program and acknowledges and agrees that an audit or investigation may be conducted by the Credit Union or by the GOC to ascertain the veracity of this Attestation and such information and documentation and the eligibility of the Borrower under the Program. The Borrower also consents to the sharing between the Credit Union and the GOC of information relating to the outcome of any such audit or investigation, and any related information and documentation.
- 15. The Borrower acknowledges that any breach of or inaccuracy in any statement or information provided herein or in any associated documentation shall result in the Borrower’s ineligibility under the Program, trigger an immediate obligation to repay to the Credit Union any loans made to the Borrower under the Program, and could result in the criminal prosecution of the individual making the Attestation, the Borrower, and other individuals involved in the provision of inaccurate information on behalf of the Borrower. **Knowingly submitting inaccurate information or documentation as part of this Attestation could result in criminal penalties of up to 14 years’ imprisonment, as well as significant fines, and the court-ordered repayment of any monies advanced.**
- 16. The Borrower understands and agrees that all information (including, for greater certainty, any personal information or taxpayer information as defined under s. 241 of the *Income Tax Act*) obtained or maintained by the Credit Union or the GOC in connection with the Program, including the information included in this Attestation, obtained from the CRA and other documentation, can be shared between the Credit Union and the GOC including for the purposes of administering, monitoring and auditing the Program and/or for research and statistical purposes relating to the Program. The Borrower hereby consents to the Credit Union and the GOC collecting and using such information for these purposes.
- 17. For the purposes of verifying the Borrower’s eligibility for this Program, the Borrower hereby authorizes the CRA to share its business income and expenses, business number, legal name and address in respect of the 2018 and/or 2019 and/or 2020 tax years with the GOC, and further authorizes Export Development Canada and its agents to act as the Borrower’s representative with the CRA in order to share such required information in respect of the Borrower.
- 18. The Borrower consents to the GOC publicly releasing its name by way of posting on a government website and/or tabling in a Parliamentary report or publication, as may be required for the Government of Canada to satisfy public accountability requirements.
- 19. The Borrower acknowledges and agrees that neither the GOC nor the Credit Union shall be liable for any damages arising from the use by others of information or other materials (including the Eligible Non-Deferrable Expense Documents) obtained through electronic, telecommunications or other information transmission systems (including the Web Page) except to the extent such information or other materials have been obtained by others as a result of the actions of the GOC or the Credit Union, respectively, which would constitute the wilful misconduct or gross negligence of the GOC or the Credit Union.

Current list of GOC COVID Response Programs: *Canada Emergency Wage Subsidy, 10% Temporary Wage Subsidy, Canada Emergency Commercial Rent Assistance, Regional Relief and Recovery Fund, Futurpreneur Canada, Northern Business Relief Fund, Fish Harvester Grant, relief measures for Indigenous businesses, and \$250 million COVID-19 IRAP (Industrial Research Assistance Program) Subsidy Program and Canada Emergency Rent Subsidy.*

IN WITNESS WHEREOF, the Borrower has executed this Attestation as of the ____ day of _____, _____.

Borrower’s Legal Name:

By: _____
 Name:
 Title:

By: _____
 Name:
 Title: