



**CANADA EMERGENCY BUSINESS ACCOUNT (CEBA)
TERM LOAN AGREEMENT**

Loan Amount	Interest Rate	First Interest Payment Date
\$40,000	0% per annum during Initial Term 5% per annum during Extended Term	January 31, 2023
Initial Term Date	Extended Term Date	Frequency of Interest Payments
December 31, 2022	December 31, 2025	Monthly

LIBRO CREDIT UNION LIMITED ("Libro")

- 1. LOAN AMOUNT:** The Loan amount of **\$40,000.00** has been advanced by Libro and received by me.
- 2. INTEREST:** From the advance date of the loan up to **December 31, 2022**, you will not be required to repay any portion of the Loan and no interest shall accrue.
- 3. EARLY REPAYMENT:** On or after **November 1, 2020**, the Loan will be "open" for prepayment and you may therefore repay all or part of the Loan, without penalty, at any time. If the SUM of **\$30,000.00** is repaid on or before **December 31, 2022**, Libro will forgive the remaining balance.
- 4. EXTENDED TERM:** If loan is not fully repaid by **December 31, 2022**, Interest at the rate of **5%** per annum on the outstanding principal amount shall be calculated and compounded **monthly** and payable monthly, not in advance. You will be required to pay interest only on a monthly basis, commencing on **January 31, 2023** (or such other date as may be agreed by Libro) until the end of **December 31, 2025** at which time the balance of the unpaid principal amount and outstanding interest shall be paid.
- 5. DEFAULT:** If a default occurs in any scheduled payment under this agreement, at its option the lender, may demand payment of all unpaid amounts due, including without limitation all principal and interest. Events of default include:
 - default in paying any amount due hereunder.
 - default in paying any other loan outstanding.
 - you fail to comply with any of the provisions of this Agreement.
 - you make any false or misleading representation, including without limitation, in your application for the Loan or the information you have certified.
 - you commit an act of bankruptcy or become insolvent, or
 - a receiver is appointed for your business or any part of your property.
- 6. ACKNOWLEDGEMENT.** You acknowledge that:
 - the Loan is made in accordance with the Canada Emergency Business Account Program (the "Program") and is being instituted and administered by Libro at the request of and on behalf of Export Development Canada, on behalf of Her Majesty in Right of Canada, and
 - you have certified to Libro the information set out in Schedule A attached hereto, as required by the Government of Canada
- 7. EXECUTION OF AGREEMENT:** The terms and conditions of this agreement and the Attestation attached hereto, as Schedule A were executed by way of digital signature when the application was completed.

SCHEDULE "A"
Attestation

You, as authorized representative of your business, has certified to Libro that:

1. You have the ability and authority to bind the Borrower.
2. The Borrower is a Canadian operating business in operation as of March 1, 2020.
3. The Borrower has a federal tax registration.
4. You have submitted your correct Canada Revenue Agency Business Number (BN) (15 digits), as reported at the top of your 2019 T4 Summary of Remuneration Paid (T4SUM) to Libro.
5. The total employment income paid by you in the 2019 calendar year was between Cdn. \$50,000 and Cdn. \$1,000,000.
6. You have submitted the correct employment income reporting in Box 14 of your 2019 T4SUM to Libro.
7. The Borrower can demonstrate the above information by presenting its 2019 T4SUM when requested upon audit by the Government of Canada or any of its agents.
8. Per the requirements of the *Canada Emergency Business Account Program* (the "**Program**"), as set out by the Government of Canada, you acknowledge that the funds from this loan shall only be used by the Borrower to pay non-deferrable operating expenses of the Borrower including, without limitation, payroll, rent, utilities, insurance, property tax and regularly scheduled debt service, and may not be used to fund any payments or expenses such as prepayment/refinancing of existing indebtedness, payments of dividends, distributions and increases in management compensation.
9. The Borrower has an active business chequing/operating account with Libro, which is its primary financial institution. This account was opened on or prior to March 1, 2020 and was not in arrears on existing borrowing facilities, if applicable, with Libro by 90 days or more as at March 1, 2020.
10. The Borrower has not previously used the Program and will not apply for support under the Program at any other financial institution.
11. The Borrower agrees to participate in post-funding surveys conducted by the Government of Canada or any of its agents.
12. The Borrower understands that applying for support under the Program at more than one financial institution may result in ineligibility under the Program, default under the facility in respect of which this attestation is being provided, prosecution or other enforcement measures available at law or otherwise.
13. The Borrower acknowledges its intention to continue to operate its business or to resume operations.
14. 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 owned by a government organization or body;
 - b) it is not a union, charitable, religious or fraternal organization or entity owned by such an organization or if it is, it is a registered T2 or T3010 corporation that generates a portion of its revenue from the sales of goods or services;
 - c) it is not an entity owned by individual(s) holding political office; and
 - d) it does not promote violence, incite hatred or discriminate on the basis of sex, gender, sexual orientation, race, ethnicity, religion, culture, region, education, age or mental or physical disability.
15. You acknowledge that Libro will rely upon the accuracy of this attestation in making loans and advances to the Borrower pursuant to the Program and acknowledges and agrees that an audit may be conducted by the Government of Canada or any of its agents to ascertain the veracity of this attestation and the eligibility of the undersigned under the Program.
16. For the purposes of verifying my eligibility for this Program, you authorize Export Development Canada, as my representative with the Canada Revenue Agency, to access any required payroll information.