



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

<b>Loan Amount</b> \$60,000	<b>Interest Rate</b> 0% per annum during Initial Term 5% per annum during Extended Term	<b>First Interest Payment Date</b> January 31, 2023
<b>Initial Term Date</b> December 31, 2022	<b>Extended Term Date</b> December 31, 2025	<b>Frequency of Interest Payments</b> Monthly

**LIBRO CREDIT UNION LIMITED ("Libro")**

- 1. LOAN AMOUNT:** The Loan amount of **\$60,000.00** 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:** The Loan is "open" for prepayment and you may therefore repay all or part of the Loan, without penalty, at any time. If the SUM of **\$40,000.00** 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:** This Agreement and the Attestation attached hereto, as Schedule A were executed by way of digital signature when application was completed.

**Schedule "A"**  
**Attestation**

If you applied for this Loan on the basis that the total employment income paid by you to employees in 2019 was greater than Cdn.\$20,000 and less than Cdn.\$1,500,000, your authorized representative has certified to Libro and the Government of Canada, Export Development Canada and their respective agents and/or consultants (collectively, the "GOC") that:

1. Your authorized representative has the ability and authority to bind you.
2. You were an active operating business that is a sole proprietorship, partnership or a Canadian-controlled private corporation that was in operation in Canada on March 1, 2020. You have not received any loan under the Canada Emergency Business Account Program (the "Program"). You provided your legal name on record with the Canada Revenue Agency (the "CRA") and your business, operating or trade name (if different from your legal name).
3. You have an active CRA Business Number (BN) with an effective date of registration on or prior to March 1, 2020.
4. The following information submitted by you was true and accurate (and that you understand that the GOC will verify the accuracy of such information):
  - a. The total employment income paid by you in the 2019 calendar year was greater than Cdn.\$20,000 and less than Cdn.\$1,500,000;
  - b. You have submitted your correct CRA Business Payroll Number (BN) (15 digits), as reported at the top of your 2019 T4 Summary of Remuneration Paid (T4SUM);
  - c. You have submitted the correct total employment income reported by you on all employee T4 slips for 2019.
5. You can and shall demonstrate the above information by presenting applicable records if and when requested upon audit by the GOC and you 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. You consented to Libro providing the GOC the data elements necessary to evidence electronic confirmation by you of this Attestation.
7. Per the requirements of the Program as set out by the GOC, you acknowledged that the funds from the loan(s) under the Program shall only be used by you to pay your (i) Eligible Non-Deferrable Expenses (as defined below), or (ii) other expenses of the type described in clauses (i) – (x) of the definition of Eligible Non-Deferrable Expenses of the Borrower incurred or to be incurred by you 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 your business;
- ix. payment incurred for materials consumed to produce a product ordinarily offered for sale by you: and
- x. any other expense in a category other than the above as may be indicated by GOC on <https://application-demande.ceba-cuec.ca/> (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 you 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 and increases of the compensation of related parties in each case except to the extent that such expense falls under clause (x) above.

8. You have an active business chequing/operating account with Libro.

You have not previously used the Program and has not used the *COVID Indigenous SMEs Initiative* or the *Regional Relief and Recovery Fund* and will not apply for support under the Program at any other financial institution or for support under the *COVID Indigenous SMEs Initiative* or the *Regional Relief and Recovery Fund* (unless your application to the Program is declined, in which case you undertook not to re-apply under the Program)

You certified:

- i. that your business is facing ongoing financial hardship (including, for example, a continued decline in revenue or cash reserves, or an increase in operating costs) as a result of the COVID-19 pandemic;
- ii. that you intend to continue to operate your business or to resume operations; and
- iii. that in response to the COVID-19 pandemic you have made all reasonable efforts to reduce your costs and to otherwise adapt your business to improve your viability.

You will not use any loan received under the Program to make any payment or pay any expense other than Eligible Non-Deferrable Expenses. Specifically, you will not use any loan received under the Program to make any prepayment/refinancing of exiting indebtedness, any payment of dividends, distributions or increases in management compensation or to increase the compensation of related parties.

9. You understand that (a) any attempt to have more than a total maximum loan amount of Cdn. \$60,000 under the Program or any attempt to obtain a loan under the Program from more than one financial institution may result in default under the loan(s) under the Program, prosecution or other enforcement measures available at law or otherwise and (b) receiving support under the *COVID Indigenous SMEs Initiative* or under the *Regional Relief and Recovery Fund* disqualifies you under the Program and may result in default under the loan(s) under the Program, prosecution or other enforcement measures available at law or otherwise.
10. You agreed to participate in post-funding surveys conducted by the GOC and agreed that your relevant contact information can be shared with the GOC for that purpose.
11. You acknowledged and agreed that clerical errors in this Attestation may be corrected by the GOC on the basis of validation of information obtained from the CRA, you, Libro or other sources of information that the GOC determines to be reliable, acting reasonably. Any information provided to Libro or the GOC by you verbally or in writing at any time is true and correct as if provided under this Attestation.
12. Per the requirements of the Program, as set out by the GOC, you confirmed that:
- a. you are not a government organization or body, or an entity wholly owned by a government organization or body;
  - b. you are 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. you are not an entity owned by any Federal Member of the Parliament of Canada or Senator of the Parliament of Canada; and
  - d. you do 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.
13. You acknowledged that Libro, 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 you pursuant to the Program and acknowledged and agreed that an audit or investigation may be conducted by Libro or by the GOC to ascertain the veracity of this Attestation and such information and

documentation and your eligibility under the Program. You also consented to the sharing between Libro and the GOC of information relating to the outcome of any such audit or investigation, and any related information and documentation.

14. You acknowledged that any breach of or inaccuracy in any statement or information provided to Libro or the GOC including under this Attestation or in any associated documentation shall result in your ineligibility under the Program, trigger an immediate obligation to repay to Libro any loans made to you under the Program, and could result in the criminal prosecution of the individual making the Attestation, you, and other individuals involved in the provision of inaccurate information on your behalf. **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.**
15. You understand and agreed 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 Libro 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 Libro 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. You consented to Libro and the GOC collecting and using such information for these purposes and sharing same with each other.
16. For the purposes of verifying your eligibility for this Program, you authorized the CRA to share your 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 Libro, and further authorized Export Development Canada and its agents to act as your representative with the CRA in order to share such required information.
17. You consented to the GOC publicly releasing your name by way of posting on a government website and/or tabling in a Parliamentary report or publication, as may be required for the GOC to satisfy public accountability requirements.
18. You acknowledged and agreed that neither the GOC nor Libro 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 Libro, respectively, which would constitute the wilful misconduct or gross negligence of the GOC or Libro.

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, \$250 million COVID-19 IRAP (Industrial Research Assistance Program) Subsidy Program and Canada Emergency Rent Subsidy.*

**OR**

If you applied for this Loan on the basis that the total employment income paid by you to employees in 2019 was Cdn.\$20,000 or less or if you declared no employment income was paid in 2019, your authorized representative has certified to Libro and the Government of Canada, Export Development Canada and their respective agents and/or consultants (collectively, the "GOC") that:

1. Your authorized representative has the ability and authority to bind you.
2. You were an active operating business that is a sole proprietorship, partnership or a Canadian-controlled private corporation that was in operation in Canada on March 1, 2020. You have not received any loan under the *Canada Emergency Business Account Program* (the "Program"). You provided your legal name on record with the Canada Revenue Agency (the "CRA") and your business, operating or trade name (if different from your legal name).
3. You have an active CRA Business Number (BN) with an effective date of registration on or prior to March 1, 2020.
4. The following information is true and accurate (and you understand that the GOC will verify the accuracy of such information):

- a. The total employment income paid by you in the 2019 calendar year was Cdn.\$20,000 or less or you had no employment income paid in the 2019 calendar year;
- b. You submitted your correct CRA Business Number (BN)(9 digits);
- c. You have filed tax return(s) with the CRA with a tax year-end ending in calendar year 2019 (or if your tax returns for 2019 have not yet been submitted, 2018) and the following information is true and accurate:
  - i. You have filed an income tax return with the CRA with a tax year ending in 2019, or if your tax return for 2019 has not yet been submitted, 2018;
  - ii. If you are a partnership, you provided the legal name of the partner applying for the loan under the Program (as defined below) (which you understand will be used for identity confirmation purposes);
  - iii. For the year selected in (i) above, your business income as reported on your tax return is as follows (as applicable, for the appropriate entity/business-type):
    - o If you are a corporation (i.e. incorporated business), you provided the business income as reported on line 400 of your T2 or if the applicable tax return is a T2 short, you provided the business income reported on line 300; or
    - o If you are an un-incorporated business, you provided the income as reported on the following lines of your T1 as indicated below:

<b>T1 Return: Self-Employment Income</b>	<b>Complete if latest T1 is 2018</b>	<b>Complete if latest T1 is 2019</b>
<b>Field name</b>	<b>2018 Tax Year Field Number and corresponding income, if any</b>	<b>2019 Tax Year Field Number and corresponding income, if any</b>
Net Business income	135 (income: Cdn.\$XXX)	13500 (income: Cdn.\$XXX)
Net Professional income	137 (income: Cdn.\$XXX)	13700 (income: Cdn.\$XXX)
Net Commission income	139 (income: Cdn.\$XXX)	13900 (income: Cdn.\$XXX)
Net Farming income	141 (income: Cdn.\$XXX)	14100 (income: Cdn.\$XXX)
Net Fishing income	143 (income: Cdn.\$XXX)	14300 (income: Cdn.\$XXX)

- d. As at March 1, 2020, the total incurred and projected Eligible Non-Deferrable Expenses (as defined below) that you were or are 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, you are not be eligible under the Program (as defined below) in the event that your 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 you have a total amount of Eligible Non-Deferrable Expenses of more than Cdn.\$1,500,000, you do not become eligible under the Program solely by virtue of excluding Excluded Benefits from that amount; and

- e. You have in your possession documents evidencing more than Cdn.\$40,000 of aggregate Eligible Non-Deferrable Expenses (e.g. a copy of the lease with your 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”). You have 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 Libro and understand that failure to upload the Eligible Non-Deferrable Expense Documents will disqualify you

under the Program. Each Eligible Non-Deferrable Expense Document that has been or will be uploaded to the Web Page by you (i) is a true, complete and correct copy of the original document, and (ii) is in full force and effect under which you are legally obligated to make the payments provided for thereunder and the amounts payable under such documents are not disputed by you, in each case, as of the date of uploading.

“Excluded Benefits” referenced in this Part means the aggregate amount of the benefits you have received, or are expecting to receive by December 31, 2020, in support or subsidies under any other GOC COVID response program (“GOC COVID Response Programs”) including the ones listed at the end of this Attestation. For clarity, while the Canada Emergency Commercial Rent Assistance (“CECRA”) program is a GOC COVID Response Program, it is understood that: (i) if you are a commercial property owner, forgivable loan(s) received or to be received by you 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 you are a commercial tenant, the aggregate reduction in your 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. You 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 you 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. You consented to the GOC disclosing information requested in this Attestation to your payees and/or contractual counterparties including, without limitation, your 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. You further consented to each of the Payees cooperating with the GOC in respect of such audit and requested and instructed 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. You agreed to the GOC sharing this consent with the Payees as required and acknowledged that each of the Payees shall be entitled to rely upon the foregoing consent and instruction. You consented to Libro providing to the GOC the data elements necessary to evidence electronic confirmation by you of this Attestation.
7. Per the requirements of the Program, as set out by the GOC, you acknowledged that the funds from the loan under the Program shall only be used by you to pay (i) Eligible Non-Deferrable Expenses (as defined below), or (ii) other expenses of the type described in clauses (i) – (x) 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 your business;
- ix. payment incurred for materials consumed to produce a product ordinarily offered for sale by you: and
- x. any other expense in a category other than the above as may be indicated by GOC on <https://application-demande.ceba-cuec.ca/> (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 you 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 and increases of the compensation of related parties, in each case except to the extent that such expense falls under clause (ix) above.

8. You have an active business chequing/operating account with Libro.

You have not previously used the Program and has not used the *COVID Indigenous SMEs Initiative* or the *Regional Relief and Recovery Fund* and will not apply for support under the Program at any other financial institution or for support under the *COVID Indigenous SMEs Initiative* or the *Regional Relief and Recovery Fund* (unless your application to the Program is declined, in which case you undertook not to re-apply under the Program)

You certified:

- i. that your business is facing ongoing financial hardship (including, for example, a continued decline in revenue or cash reserves, or an increase in operating costs) as a result of the COVID-19 pandemic;
- ii. that you intend to continue to operate your business or to resume operations; and
- iii. that in response to the COVID-19 pandemic you have made all reasonable efforts to reduce your costs and to otherwise adapt your business to improve your viability.

You will not use any loan received under the Program to make any payment or pay any expense other than Eligible Non-Deferrable Expenses. Specifically, you will not use any loan received under the Program to make any prepayment/refinancing of existing indebtedness, any payment of dividends, distributions or increases in management compensation or to increase the compensation of related parties.

9. You understand that (a) any attempt to have more than a total maximum loan amount of Cdn. \$60,000 under the Program or any attempt to obtain a loan under the Program from more than one financial institution may result in default under the loan(s) under the Program, prosecution or other enforcement measures available at law or otherwise and (b) receiving support under the *COVID Indigenous SMEs Initiative* or under the *Regional Relief and Recovery Fund* disqualifies you under the Program and may result in default under the loan(s) under the Program, prosecution or other enforcement measures available at law or otherwise.

10. You agreed to participate in post-funding surveys conducted by the GOC and agreed that your relevant contact information can be shared with the GOC for that purpose.

11. You acknowledged and agreed that clerical errors in this Attestation may be corrected by the GOC on the basis of validation of information obtained from the CRA, you, Libro or other sources of information that the GOC determines to be reliable, acting reasonably. Any information provided to Libro or the GOC by you verbally or in writing at any time is true and correct as if provided under this Attestation.

12. Per the requirements of the Program, as set out by the GOC, you confirmed that:

- a. you are not a government organization or body, or an entity wholly owned by a government organization or body;
- b. you are 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. you are not an entity owned by any Federal Member of the Parliament of Canada or Senator of the Parliament of Canada; and
- d. you do 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.

13. You acknowledged that Libro, 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 you pursuant to the Program and acknowledged and agreed that an audit or investigation may be conducted by Libro or by the GOC to ascertain the veracity of this Attestation and such information and documentation and your eligibility under the Program. You also consented to the sharing between Libro and the GOC of information relating to the outcome of any such audit or investigation, and any related information and documentation.

14. You acknowledged that any breach of or inaccuracy in any statement or information provided to Libro or the GOC including under this Attestation or in any associated documentation shall result in your ineligibility under the Program, trigger an immediate obligation to repay to Libro any loans made to you under the Program, and could result in the criminal prosecution of the individual making the Attestation, you, and other individuals involved in the provision of inaccurate information on your behalf. **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.**
15. You understand and agreed 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 Libro 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 Libro 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. You consented to Libro and the GOC collecting and using such information for these purposes and sharing same with each other.
16. For the purposes of verifying your eligibility for this Program, you authorized the CRA to share your 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 Libro, and further authorized Export Development Canada and its agents to act as your representative with the CRA in order to share such required information.
17. You consented to the GOC publicly releasing your name by way of posting on a government website and/or tabling in a Parliamentary report or publication, as may be required for the GOC to satisfy public accountability requirements.
18. You acknowledged and agreed that neither the GOC nor Libro 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 Libro, respectively, which would constitute the wilful misconduct or gross negligence of the GOC or Libro.

*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, \$250 million COVID-19 IRAP (Industrial Research Assistance Program) Subsidy Program and Canada Emergency Rent Subsidy.*