



**TD CANADA TRUST
CEBA TERM LOAN
AMENDING AGREEMENT**

You are a party to a TD Canada Trust CEBA term loan agreement with The Toronto-Dominion Bank (the "**Bank**") (the "**CEBA Term Loan Agreement**") for a Loan in the amount of \$40,000 (the "**Original Advance**").

You have requested an additional advance of \$20,000 under the CEBA Term Loan Agreement (the "**Subsequent Advance**").

You have agreed to amend the CEBA Term Loan Agreement upon the terms and subject to the conditions below:

Loan Amount. The Loan Amount is increased from \$40,000 to \$60,000.

Loan Forgiveness for Early Repayment. The conditions for loan forgiveness for early repayment set out in the CEBA Term Loan Agreement under the heading "Loan Forgiveness for Early Repayment" are hereby deleted and replaced by the following:

"If you have repaid \$40,000 of the Loan Amount on or prior to the Initial Term Date, the Bank will forgive the remaining balance of the Loan Amount as of the Initial Term Date provided that an Event of Default has not occurred."

Authority to Bind. Notwithstanding any resolution previously provided to the Bank to the contrary, you confirm that: (i) you have reviewed this Amending Agreement and agree to be bound by its terms, (ii) you have the ability and authority to be bound by the terms of this Amending Agreement, and (iii) your acceptance of these terms is binding between you and the Bank.

Acknowledgement. You acknowledge that (i) you have certified to the Bank the information set out in Schedule A attached hereto, as required by the Government of Canada, and (ii) this Amending Agreement amends the CEBA Loan Agreement and the CEBA Loan Agreement shall be read, interpreted, construed and have effect as, and shall constitute, one agreement with the same effect as if the amendments made by this Amending Agreement had been contained in the CEBA Loan Agreement as of the date this Amending Agreement is agreed to by you.

Continuation of CEBA Term Loan Agreement. If you have repaid the Original Advance, for purposes of certainty, you acknowledge and agree that the CEBA Term Loan Agreement has not been terminated, remains in full force and effect and subject to this Amending Agreement.

All Other Terms Unchanged. All terms and conditions of the CEBA Term Loan Agreement which are not changed by this Amending Agreement remain in full force and effect.

Defined Terms. All capitalized terms used herein and not otherwise defined in this Amending Agreement have the meanings given to them in the CEBA Term Loan Agreement.

Schedule A
Attestation

Your authorized representative has certified to the Bank 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 submitted an Attestation ("Existing Attestation") to the Bank or to the Bank and the GOC under the *Canada Emergency Business Account Program* (the "Program") and have received a loan under the Program. The Existing Attestation continues in full force and effect was ratified and confirmed by you. The certifications, representations, consents and agreements you made in the Existing Attestation shall be deemed to be repeated as of the date of this Attestation in favour of the Bank and the GOC. 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. You submitted your correct CRA Business Number (BN)(9 digits).
4. Your eligibility information provided in Section 4 of the Existing Attestation and subsequent Sections (the "Eligibility Information") was true and accurate and continues to be true and accurate (and you agreed that you understand that the GOC will continue to verify the accuracy of such Eligibility Information in respect of past or future loan(s) requested under the Program).
5. You can and shall demonstrate the Eligibility 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 the Bank providing to the GOC the data elements necessary to evidence electronic confirmation by you of the Existing Attestation and 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 (i) your 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 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) payments incurred for materials consumed to produce a product ordinarily 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-demanded.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, 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 the Bank. You are not in arrears on your existing loan(s) under the Program and have not breached the terms of, and are not in default under, such loan(s), and you were not in arrears on your existing business borrowing facilities, if applicable, with the Bank by 90 days or more as at October 31, 2020.
9. You have received a loan under the Program. You have otherwise not previously used the Program and have 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*.

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;
 - (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; and
 - (iv) you have not used any loan received under the Program to make any payment or pay any expenses other than Eligible Non-Deferrable Expenses. Specifically, you have not used 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.
10. 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.
 11. 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.
 12. You acknowledged and agreed that clerical errors in the Existing Attestation or this Attestation may be corrected by the GOC on the basis of validation of information obtained from the CRA, you, the Bank or other sources of information that the GOC determines to be reliable, acting reasonably. Any information provided

to the Bank or the GOC by you verbally or in writing at any time is true and correct as if provided under this Attestation.

13. 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.
14. You acknowledged that the Bank, and the GOC, will rely upon the accuracy of the Existing Attestation and this Attestation and associated documentation in making loans and advances to you pursuant to the Program and acknowledged and agreed that an audit or investigation may be conducted by the Bank or by the GOC to ascertain the veracity of the Existing Attestation or this Attestation and such information and documentation and your eligibility under the Program. You also consented to the sharing between the Bank and the GOC of information relating to the outcome of any such audit or investigation, and any related information and documentation.
15. You acknowledged that any breach of or inaccuracy in any statement or information provided to the Bank or the GOC including under the Existing Attestation or herein or in any associated documentation shall result in your ineligibility under the Program, trigger an immediate obligation to repay to the Bank any loans made to you under the Program, and could result in the criminal prosecution of the individual making the Existing Attestation or this Attestation, you, and other individuals involved in the provision of inaccurate information on your behalf. **Knowingly submitting inaccurate information or documentation as part of the Existing Attestation or 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. 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 the Bank or the GOC in connection with the Program, including the information included in the Existing Attestation or this Attestation, obtained from the CRA and other documentation, can be shared between the Bank 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 the Bank and the GOC collecting and using such information for these purposes and sharing same with each other.
17. 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 the Bank, and further authorized Export Development Canada and its agents to act as your representative with the CRA in order to share such required information.

18. 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.
19. You acknowledged and agreed that neither the GOC nor the Bank shall be liable for any damages arising from the use by others of information or other materials 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 Bank, respectively, which would constitute the wilful misconduct or gross negligence of the GOC or the Bank.

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.*