Chronological No OIC-2025-69

File Reference: GOV – 01

Date: 19 12 2025
Day Month Year

KWANLIN DÜN FIRST NATION

ORDER IN COUNCIL

ORDER IN COUNCIL TITLE:
CMHC CANADA GREENER AFFORDABLE HOUSING PROGRAM RETROFIT LOAN APPROVAL AND AUTHORITY

THE COUNCIL ORDERS THAT

1. The form of loan agreement between Canada Mortgage and Housing Corporation ("CMHC") and Kwanlin Dün First Nation providing for funding in the total principal amount of $12,500,000, a copy of which is attached to this Order and marked as Schedule 'A' (the "Agreement"), is approved for execution and delivery.

2. The form of operating agreement between CMHC and Kwanlin Dün First Nation, a copy of which is attached to this Order and marked as Schedule 'B' (the "Operating Agreement") is approved for execution and delivery.

3. The Chief is authorized for and on behalf of Kwanlin Dün First Nation to execute or cause to be executed the Agreement, the Operating Agreement and such other documentation as required by the Agreement, with such alterations, additions, amendments and deletions as may be approved by such persons executing the same whose signature shall be conclusive of such authorization.

4. The Chief is hereby authorized for and on behalf of Kwanlin Dün First Nation to execute all such other documents and to do all such other acts and things as may be necessary or desirable to give effect to this Order.

5. Attached to this Order and marked as Schedule 'C' is a true sample of the signature of Chief Sean Smith.

The Seal
of the Kwanlin Dün
First Nation

Chief Sean Smith

CERTIFIED AND DEPOSITED
IN THE KWANLIN DÜN FIRST NATION
REGISTRY OF LAWS AND POLICIES

2025 12 19
YYYY MM DD

Executive Council Office

Schedule 'C'

Signature:

Name: Chief Sean Smith

Date: December 19, 2025

Canada Mortgage and Housing Corporation
Société canadienne d'hypothèques et de logement

CMHC SCHL

cmhc.ca

CMHC File No.: 28193894

OPERATING AGREEMENT

THIS AGREEMENT made as of **December 4, 2025**

BETWEEN:

CANADA MORTGAGE AND HOUSING CORPORATION

(hereinafter referred to as "**CMHC**")

OF THE FIRST PART;

- and -

KWANLIN DÜN FIRST NATION

(hereinafter, referred to as the "**Borrower**")

OF THE SECOND PART.

WHEREAS pursuant to Section 95 of the National Housing Act (the "**Act**"), CMHC may make a loan to any person to assist with the payment of capital costs of housing projects and determine the terms and conditions on which it makes such loan;

AND WHEREAS the Borrower is an eligible loan borrower under the Canada Greener Affordable Housing (the "**Program**"), which is administered by CMHC as part of Canada's National Housing Strategy and the Borrower is taking one or more loans from CMHC under the Program to assist with the financing of the renewal of 100 scattered single-family and semi-detached houses on the settlement land set apart for the use and benefit of KWANLIN DÜN FIRST NATION and facilities ancillary thereto that the

Borrower is undertaking on the lands and premises legally described in the hereinafter defined Loan Agreement (the "**Project Lands**") in Whitehorse, Yukon (the "**Project**");

AND WHEREAS pursuant to the requirements of the Program, the Borrower has entered into a loan agreement with CMHC dated as of _____ (the "**Loan Agreement**");

AND WHEREAS pursuant to the requirements of the Program, the Borrower has entered into certain Agreements;

AND WHEREAS it is a condition of the Loan that, *inter alia*, the Project be established, maintained and operated in compliance with the terms and conditions set forth herein and in the Loan Agreement, including certain affordability, energy efficiency and accessibility requirements;

AND WHEREAS the parties wish to enter into this Agreement regarding the operation of the Project by the Borrower;

NOW THEREFORE in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Article 1
Definitions, Interpretation and Common Terms

1.1 Except as otherwise set out herein, the terms defined in Schedule A of the Loan Agreement shall have the same meanings where used in this Agreement.

1.2 Except as otherwise set out herein, the Common Terms as set out in the Loan Agreement shall apply to this Agreement as if set out in full again here, with such changes as are appropriate to fit context.

Article 2
Confirmation of Recitals and Acknowledgement of Fundamental Purpose and Obligations

2.1 The parties hereby confirm and acknowledge that the statements contained in the foregoing recitals are true and complete in all respects.

2.2 The Borrower is entering into this Agreement and the Loan Agreement to establish, maintain and operate the Project as the renewal of 100 scattered single-family and semi-detached houses on the settlement land set apart for the use and benefit of KWANLIN DÜN FIRST NATION and facilities ancillary thereto for the Term of this Agreement and acknowledges that its fundamental purpose in doing so and in fully performing its obligations in compliance with the terms and conditions of this

Agreement is to benefit the public interest by achieving long-term social outcomes which are of fundamental importance to the federal government of Canada and CMHC, including the following:

(a) renewal of 100 scattered single-family and semi-detached houses on the settlement land set apart for the use and benefit of KWANLIN DÜN FIRST NATION and facilities ancillary thereto

(b) the maintenance of the affordability of the housing within the Project;

(c) the reduction of the energy consumption and greenhouse gas emissions of the housing within the Project; and

2.3 The Borrower acknowledges that the intention to bind the Project to the fundamental purpose referred to in Section 2.2 arises out of the extraordinary nature of the Loan made to the Borrower and other funding or support provided to the Borrower under the Agreement as part of the Program.

2.4 The Borrower further acknowledges that CMHC would not have provided the Loan had the Borrower not made a commitment to comply with the terms and conditions set forth herein for the duration of the Term.

Article 3
Term

3.1 The Agreement shall become effective on the date hereof and, unless terminated earlier, shall continue in force in accordance with the terms of the Loan Agreement.

Article 4
Representations And Warranties

4.1 The representations and warranties given by the Borrower in Sections 7(a) to (y) and (z) of the Loan Agreement are hereby incorporated by reference, are true and correct as of the date hereof and will be deemed to be repeated on each date of delivery by the Borrower to CMHC of reporting requirements in the Loan Agreement (incorporated by reference pursuant to Article 6 hereof) for the duration of the Term.

Article 5
Covenants Regarding The Project

5.1 The covenants applicable to the Borrower set forth in Section 9 of the Loan Agreement are hereby incorporated by reference and shall apply *mutatis mutandis* for the duration of the Term.

Article 6
Reporting Covenants

6.1 The reporting covenants set forth in the Loan Agreement are hereby incorporated and shall apply *mutatis mutandis* for the duration of the Term.

Article 7
Transfers

7.1 The parties hereto acknowledge that the Borrower may not make any Disposition, or permit any Disposition to be made, of the Project, the Project Lands or any part thereof or interest therein, during the term of the Loan Agreement other than in compliance with the Loan Agreement. Furthermore, during the Term of this Agreement, the Borrower shall not make any Disposition, or permit any Disposition to be made, of the Project, the Project Lands or any part thereof or interest

therein without first obtaining from the party to whom a Disposition is made (a "**Transferee**") a written assumption agreement with CMHC (an "**Assumption Agreement**"), wherein such Transferee agrees with CMHC to be bound by the Program's affordability, accessibility, and energy criteria and to be bound by such other terms, covenants and conditions as may be required by CMHC in its sole and absolute discretion, such Assumption Agreement to be in form and substance acceptable to CMHC in its sole and absolute discretion.

7.2 The decision to release the Borrower from any obligations in connection with the Project, the Project Lands or any part thereof or interest therein in relation to any Disposition shall be in CMHC's sole and absolute discretion.

Article 8
Termination

8.1 Where CMHC is satisfied in its sole and absolute discretion that the Project will not be proceeding under the Program, this Agreement may be terminated by written notice to the Borrower.

8.2 Furthermore, CMHC may, in its sole and absolute discretion, terminate this Agreement for any other reason upon notice in writing to the Borrower of no less than two (2) weeks, during which time the Borrower may make representations on such matters and their effect on the eligibility of the Borrower to receive financial assistance or other benefits from CMHC. CMHC may require the Borrower to enter into an agreement requiring the Borrower to rectify any matter which CMHC deems necessary for the Borrower to maintain its eligibility for financial assistance under the Program or other benefits from CMHC.

Article 9
Indemnity

9.1 The indemnity provisions set forth in Section 13 of the Loan Agreement are hereby incorporated by reference and shall apply *mutatis mutandis* for the duration of the Term and shall survive and remain in full force and effect in accordance with their terms, notwithstanding (a) the termination of this Agreement; and/or (b) the termination of the Loan Agreement and/or the repayment, satisfaction or discharge of any obligations of the Borrower under the Loan Agreement or any other Loan Document.

Article 10
Remedies

10.1 The rights set out herein shall be without limitation, and shall be in addition to all other rights and remedies of CMHC otherwise available under any other provision of the Loan Documents, by operation of law, at equity or otherwise (including, without limitation, damages, disgorgement of profits and/or remedies of seizure, injunction and specific performance notwithstanding the termination of this Agreement), all of which are hereby expressly preserved, all of which rights shall be cumulative. Furthermore, the Borrower acknowledges and agrees that:

(a) in the event of default under this Agreement, CMHC, the Program, other affordable housing providers, the broader affordable housing sector and the public interest will sustain harm, the extent of which cannot be pre-determined or remedied through compensation; and

(b) all costs and expenses, including the fees of appraisers, advisors, consultants and lawyers, associated with enforcing CMHC's rights under the Loan Documents shall be at the cost of the Borrower.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CANADA MORTGAGE AND HOUSING CORPORATION

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: 700 Montreal Road, Ottawa, ON K1A 0P7

Email: cgah-operations@cmhc.gc.ca

We have authority to bind CMHC.

KWANLIN DÜN FIRST NATION

By: _____

Authorized Signing Officer

Name: Sean Smith

Address: 35 McIntyre Dr.

Email: sean.smith@kdfn.net

By: _____

Authorized Signing Officer

Name:

Address:

Email:

I/We have authority to bind the Borrower

(*Signature Page to Operating Agreement*)

Canada Mortgage and Housing Corporation
Société canadienne d'hypothèques et de logement

CMHC SCHL

Tel./Tél.:613-748-2000

cmhc.ca

APPLICATION APPROVAL LETTER

December 17, 2025

KWANLIN DÜN FIRST NATION
35 Mcintyre Drive, Unit 217
Whitehorse, Yukon Y1A 5A5
Attention: Bradford Castro

Attention:

RE: APPLICATION BY KWANLIN DÜN FIRST NATION (the "Recipient") FOR CANADA GREENER AFFORDABLE HOUSING (CGAH) FUNDING
CMHC File No. 28193894

Thank you for your recent Canada Greener Affordable Housing Application (the "**Application**"). We are pleased to advise that your Application has been reviewed and approved on October 10, 2025 for CMHC CGAH Funding in the amount of $12,500,000.00 (the "**CGAH Funding**").

The CGAH Funding is administered through a Loan Agreement, enclosed. Please sign and return the Agreement(s) within 15 days of the date of this letter via email to cgah-operations@cmhc-schl.gc.ca, along with the Signing Resolution (document that provides the name(s) of who has the financial authority to sign on behalf of the Company/Association) and we will execute the document and forward a fully executed copy to you for your files. You will have 30 days to return all other ancillary documents. If required, and upon exception, we may allow you to mail the signed document to CMHC, please contact us at cgah-operations@cmhc-schl.gc.ca for details.

The CGAH Funding is to be used specifically for the project and the related eligible activities outlined under Part I – Specific Terms of the Loan Agreement. In receiving the CGAH Funding you are agreeing to remain in compliance with all of the terms and conditions of the Loan Agreement. Advances shall be provided to you in accordance with Section 1 under the Loan Agreement.

Congratulations on your successful Application. We look forward to working with you as your project moves forward.

Yours truly,

CANADA MORTGAGE AND HOUSING CORPORATION

Per: Eric Azzi
Name: Éric Azzi
Title: Specialist, Financing Operations

CANADA GREENER AFFORDABLE HOUSING – RETROFIT FUNDING
LOAN AGREEMENT

Private and Confidential

CMHC File No.: 28193894

This Agreement is made effective as of the latest date of execution appearing below, between the **Borrower** (as defined below), the Guarantor (as defined below) and **Canada Mortgage and Housing Corporation** ("**CMHC**").

On behalf of the Government of Canada, CMHC is pleased to make available to the Borrower the loan(s) described below (together referred to as the "**Loan**") under the Canada Greener Affordable Housing program ("**CGAH Program**"), which is administered by CMHC, to finance costs of implementing deep energy retrofits to achieve reductions in energy consumption and in greenhouse gas ("**GHG**") emissions in affordable housing, on and subject to the terms and conditions set forth in Part I – Specific Terms below, in the attached Part II – General Terms & Conditions and in the attached Schedules (collectively, Part I, Part II and the Schedules are referred to herein as this "**Agreement**"). Schedule A contains definitions of capitalized terms used and not otherwise defined in this Agreement.

PART I – SPECIFIC TERMS

Borrower (s):	**KWANLIN DÜN FIRST NATION** (together referred to as the "**Borrower**")
Loan:	**Repayable: $4,000,000.00** (the **"Repayable Loan"**) **Forgivable: $8,500,000.00** (the **"Forgivable Loan"** and, together with the Repayable Loan, the "**Loan**", and the committed amount under the Repayable Loan and the Forgivable Loan is collectively referred to as the **"Aggregate Commitment"**).
Repayable Loan Term:	Ten (10) years as described in Section 2(e) of this Agreement (the **"Repayable Loan Term"**).
Forgivable Loan Term:	Ten (10) years as described in Section 3(c) of this Agreement (the **"Forgivable Loan Term"**)
Forgivable Loan Initial Advance Deadline:	The commitment of CMHC to make a Forgivable Loan Initial Advance (as defined in Section 3(a) of this Agreement) shall expire on: **March 31, 2026** (the **"Forgivable Loan Initial Advance Deadline"**)
Pre-Construction Advance Limit:	Maximum amount of **$1,875,000.00**, which shall not exceed 15% of Eligible Retrofits contracts (the "**Pre-Construction Advance Limit**")
Eligible Properties and Eligible Retrofits:	Eligible Properties and Eligible Retrofits as described in Schedule H
Threshold Interest Rate for Repayable Loan:	5.29% (the **"Threshold Interest Rate"**)
Amortization Period for	40 years (the **"Amortization Period"**)

Repayable Loan:	
Replacement Reserve Fund Account:	Segregated depository account required; annual deposit amount required: **4%** of the Effective Gross Income from the Eligible Properties.
Expiry of Commitment:	CMHC has no obligation to make the Loan if the first Advance **[under the Repayable Loan]** has not been made by September 28, 2026, or such later date as CMHC may agree in writing. CMHC has no obligation to make any Advance after May 30, 2028, or such later date as CMHC may agree in writing.
Energy Performance Monitoring:	The Borrower will comply with the energy performance monitoring and reporting requirements set out in this Agreement.
Deadline for Completion of Eligible Retrofits:	Eligible Retrofits work must be completed by March 31, 2028
Other Project Specific Conditions Precedent (Operational) to the first Advance, in addition to those described in Part A(1) of Schedule B:	Prior to the first Advance of the Repayable Loan, CMHC shall have received a Ministerial Loan Guarantee (MLG) or a Letter of Credit (LOC) or both in an amount equal to the Repayable Loan ($4,000,000.00).
Other Project Specific Conditions Precedent (Legal) to the first Advance, in addition to those described in Part A(2) of Schedule B:	N/A
Conditions Precedent to Subsequent Advances:	N/A

Security Documents (when applicable): **(Schedule D)**	**If the Loan is other than Quebec-based:** General security agreement, and freehold OR leasehold mortgage and the other security documents specified in Schedule D.
Project-Specific Permitted Encumbrances Ranking in Priority to the Encumbrances created by the Security Documents:	N/A

(Signature page(s) follow)

The Borrower hereby agrees to the terms and conditions of this Agreement. The Borrower has executed this Agreement as of the latest date appearing under its signatures below.

KWANLIN DÜN FIRST NATION

By: _____

Name: Sean Smith
Title: Chief
Email: sean.smith@kdfn.net
Date: Dec 19/25

By: _____

Name:
Title:
Email:
Date:

I/We have the authority to bind the Borrower.

CMHC has executed this Agreement as of the latest date appearing under its signatures below.

CANADA MORTGAGE AND HOUSING CORPORATION

By: _____

Name:
Title:
Date:

By: _____

Name:
Title:
Date:

Address: 700 Montreal Road, Ottawa, ON K1A 0P7
Email: cgah-operations@cmhc.gc.ca

We have authority to bind CMHC

PART II – GENERAL TERMS & CONDITIONS

1. LOAN

(a) **Purpose**. The Borrower shall use the proceeds of advances under the Loan (each, an "**Advance**") to finance costs of the Eligible Retrofits and not for any other purpose. Cost Overruns are the sole responsibility of the Borrower.

(b) **Availability; Conditions Precedent**. The Loan is available to finance the Eligible Retrofits. The obligation of CMHC to provide the Loan and to make Advances thereunder is subject to satisfaction of the applicable conditions precedent set out in Schedule B (**"Conditions Precedent"**). The Conditions Precedent set out in Schedule B are divided into three parts as follows: A) Part A – *Conditions Precedent to First Advance*; B) Part B – *Conditions Precedent to Each Advance* (other than a Forgivable Loan Initial Advance); C) Part C –*Conditions Precedent to Final Advance*. The Conditions Precedent specified in Part A(1) and Part A(2) of Schedule B must be satisfied (other than setting the Interest Rate) before the first Advance under the Loan is made and, except as otherwise provided in Schedule B, must be and remain satisfied before any subsequent Advance is made. If the first Advance under the Loan is a Forgivable Loan Initial Advance, the Conditions Precedent specified in Part A(1), Part A(2) and Part A(3) of Schedule B must be satisfied before such Forgivable Loan Initial Advance is made and must, except as otherwise provided in Schedule B, be and remain satisfied before any subsequent Advance is made. For greater certainty, unless requested by CMHC in writing, a Forgivable Loan Initial Advance does not require satisfaction of the Conditions Precedent specified in Part B of this Schedule B at the time such Forgivable Loan Initial Advance is made; provided, however, that if a Forgivable Loan Initial Advance has been made, the Borrower shall provide evidence that each of the Conditions Precedent specified in Part A(1) and Part A(2) of this Schedule B have been satisfied at the time of the first Advance under the Repayable Loan, unless such Conditions Precedent are described in Part I of this Agreement under the heading "Conditions Precedent to Subsequent Advances". All Conditions Precedent must be satisfied, to the extent applicable, as per the order set out in Schedule B. All Conditions Precedent are for the sole benefit of CMHC, are to be satisfactory to CMHC in its sole discretion, and may be waived by CMHC in whole or in part, with or without conditions, in respect of any Advance without prejudicing the right of CMHC at any time to assert such conditions in respect of any subsequent Advance.

(c) **Advances.** The Borrower may request Advances as follows: (i) in respect of an Advance under the Repayable Loan, by delivering a notice (an "**Advance Notice**") to CMHC in the form attached as Schedule C and accompanied by the applicable advance documents required by Schedule B at least ten (10) Business Days before the Advance Date specified in the Advance Notice, (ii) in respect of an Advance under the Forgivable Loan (other than a Forgivable Loan Initial Advance), by delivering a Borrower certificate and notice (a "**Borrower Certificate and Forgivable Loan Advance Notice**") to CMHC in the form attached as Exhibit A to Schedule B and accompanied by the applicable advance documents required by Schedule B at least ten (10) Business Days before the Advance Date specified in the Borrower Certificate and Forgivable Loan Advance Notice, and (iii) in respect of a Forgivable Loan Initial Advance, in accordance with Section 3(a) of this Agreement. Except for the final Advance under the Loan or as agreed by CMHC, each Advance will not be less than $50,000. Unless otherwise agreed by CMHC, CMHC will not make Advances more frequently than once per month on a Thursday or the next Business Day if that day is not a Business Day. The net proceeds of Advances will be deposited by CMHC into the Project Funding Account.

(d) **Ratio of Forgivable Loan to Repayable Loan:** Notwithstanding any other provision in this Agreement, the aggregate amount of Advances made under the Forgivable Loan shall not, at any time, be more than 80% of the Aggregate Commitment. At the time of the final Advance under the Loan, CMHC shall have the right in its sole discretion, and is hereby authorized by the Borrower, to adjust the allocation of Advances under the Forgivable Loan and under the Repayable Loan in order to ensure that, after giving effect to the final Advance under the Loan, at least 20% of all Advances under Loan are Advances under the Repayable Loan. If such adjustment results in an

increase of the amount of Advances under the Repayable Loan, the amount of such increase shall bear interest at the Interest Rate from the date on which such adjustment was made, and shall be payable in accordance with this Agreement.

(e) **Final Advance / Project Completion Attestation**. The final Advance under the Loan will be subject to receipt of a post-retrofit assessment and Professional Attestation in the form attached as Schedule G (the "**Project Completion Attestation**"), satisfactory to CMHC, which attests that the Eligible Retrofits have been completed in accordance with the approved scope and design of work and the requirements of the CGAH Program. If there are significant changes that would have an impact on energy consumption and GHG emissions, an updated analysis may be required by CMHC to confirm expected energy consumption and GHG emission reduction performance of the Eligible Properties.

(f) **Lien Holdbacks.** As applicable, Advances will be net of any Lien Holdbacks required under applicable Construction Lien Laws or deposited in applicable holdback accounts as required under applicable Construction Lien Laws.

2. REPAYABLE LOAN

(a) Following the delivery by the Borrower of the Advance Notice for the first Advance under the Repayable Loan, and provided the applicable Conditions Precedent are satisfied, CMHC will calculate the interest rate for the Repayable Loan prior to the date of such Advance and deliver notice to the Borrower of such interest rate. If the interest rate calculated by CMHC is less than or equal to the Threshold Interest Rate, then the interest rate calculated by CMHC will be set as the Interest Rate for the Repayable Loan.

(b) If the Interest Rate calculated by CMHC exceeds the Threshold Interest Rate, then the interest rate will not be set and CMHC and the Borrower will discuss changes to the Loan, additional equity or other contributions, or other changes, as required. If changes satisfactory to CMHC and the Borrower are agreed upon, this Agreement will be amended to reflect such changes.

(c) Subject to the foregoing, the Interest Rate calculated by CMHC shall be binding upon the Borrower and CMHC.

(d) The Repayable Loan will, from the date of the first Advance under the Repayable Loan, bear interest on the unpaid principal amount thereof at the Interest Rate, calculated semi-annually not in advance.

(e) The Repayable Loan Term commences on the date of the first Advance under the Repayable Loan, provided that if such Advance is made on a day other than the first day of a month, the Repayable Loan Term commences on the first day of the following month. The Repayable Loan Term ends on the tenth (10^{th}) anniversary of its commencement date.

(f) The Borrower shall pay interest only from its own resources on the Repayable Loan monthly in arrears on the first day of each month commencing in the month following the month in which the first Advance under the Repayable Loan is made and continuing to and including the first day of the month in which the last Advance under the Repayable Loan was made.

(g) The Borrower shall repay the Repayable Loan by blended payments of principal and interest, each in an amount determined by CMHC on the basis of the Amortization Period specified in Part I of this Agreement, payable on the first day of each month commencing on the first day of the month following the month in which the last Advance under the Repayable Loan was made and continuing to and including the last day of the Repayable Loan Term.

(h) CMHC will offer to renew the Repayable Loan Term for consecutive terms of up to ten (10) years each as selected by CMHC (each, a "**Renewal**"), provided that (i) there is no Default or Event of Default, (ii) the representations and warranties made by the Borrower under the Loan Documents are and remain true and correct as if made as of the first day of the Renewal, and (iii) no Renewal will extend the Repayable Loan Term beyond the end of the Amortization Period, unless specified in the Renewal offer. The terms and conditions of the Loan Documents will continue to apply to the

Renewal except as specified by CMHC in the Renewal offer, which may include modifications to the Interest Rate, Amortization Period and monthly payment amounts applicable during the Renewal. The Borrower acknowledges that Renewals are offered for the Borrower's benefit. The Borrower shall have until thirty (30) days prior to the end of the Repayable Loan Term (or then current Renewal, as applicable) (the "**Renewal Notification Deadline**") to notify CMHC in writing of its election to decline the relevant Renewal offer. If the Borrower fails to notify CMHC by the Renewal Notification Deadline of its election to decline the relevant Renewal offer, then such Renewal offer is deemed to have been accepted by the Borrower. In order to give effect to a Renewal, CMHC and the Borrower will enter into an agreement amending this Agreement and any other documents as may be required by CMHC, all of which will be Loan Documents. If the Borrower declines a Renewal offer, the Borrower must repay the Repayable Loan as well as accrued and unpaid interest on the last day of the Repayable Loan Term (or the last day of the term of the relevant Renewal), as applicable.

(i) The Borrower is obligated (and also has the right) to repay the Repayable Loan in full on the last day of the Repayable Loan Term (and on the last day of any Renewal) unless there is an accepted or deemed accepted Renewal (or further Renewal). CMHC expects that most borrowers will want to accept Renewal offers. If the Borrower wishes to repay the Repayable Loan in full at the end of the Repayable Loan Term (or then current Renewal), the Borrower must decline the relevant Renewal offer by the Renewal Notification Deadline. If the Borrower wishes to repay part only of the Repayable Loan at the end of the Repayable Loan Term or any Renewal, the Borrower must, by the Renewal Notification Date, decline the Renewal offer and concurrently specify to CMHC the amount of the Repayable Loan which the Borrower will repay. In such event, the Borrower shall be bound to repay such amount specified on the last day of the Repayable Loan Term (or the last day of the then current Renewal, as applicable) and shall be deemed to have accepted a renewal offer for the remaining balance of the Repayable Loan at the Interest Rate and Amortization Period specified in the Renewal offer. These options will be set out in the renewal package which CMHC will send to the Borrower approximately 90 days prior to the end of the Repayable Loan Term or the end of the term of each Renewal, as applicable.

(j) The Borrower is permitted to prepay the Repayable Loan, in full or in part, during the Repayable Loan Term or the term of any Renewal.

3. FORGIVABLE LOAN

(a) At any time prior to the Forgivable Loan Initial Advance Deadline, the Borrower may request an Advance under the Forgivable Loan of up to the full amount thereof prior to the first Advance of the Repayable Loan (the "**Forgivable Loan Initial Advance**") by delivering to CMHC a completed Borrower Certificate and Forgivable Loan Advance Notice accompanied by the applicable advance documents required by Schedule B at least ten (10) Business Days before the Advance Date specified in Borrower Certificate and Forgivable Loan Advance Notice. Following delivery of such completed Borrower Certificate and Forgivable Loan Advance Notice, CMHC may, in its sole discretion, decide to (i) make the Forgivable Loan Initial Advance as requested by the Borrower therein, provided the applicable Conditions Precedent are satisfied, or (ii) vary the Conditions Precedent applicable to such Forgivable Loan Initial Advance and/or request that additional conditions be satisfied in connection therewith by notifying the Borrower in writing.

(b) In the event that the Borrower requests a Forgivable Loan Initial Advance in accordance with Section 3(a) of this Agreement, the Borrower may specify in the applicable Borrower Certificate and Forgivable Loan Advance Notice that a portion of such Forgivable Loan Initial Advance, equal to no more than the Pre-Construction Advance Limit, be treated as a pre-construction advance (a "**Pre-Construction Advance**"). The proceeds of such Pre-Construction Advance may be used by the Borrower to assist with the payment of upfront costs required to be paid before construction work commences on the Eligible Retrofits and otherwise for the purpose described in Section 1(a). For greater certainty, such Pre-Construction Advance shall form part of (and not be in addition to) such Forgivable Loan Initial Advance and shall be governed by the terms and conditions applicable to such Forgivable Loan Initial Advance.

(c) The Forgivable Loan Term commences on the date of the final Advance under this Agreement; provided that if such final Advance is made on a day other than the first day of a month, the Forgivable Loan Term commences on the first day of the following month. The Forgivable Loan Term ends on the tenth (10^{th}) anniversary of its commencement date.

(d) The Forgivable Loan is interest-free for so long as there is no Event of Default, the energy performance is monitored and CMHC receives the reports of energy performance required under this Agreement. If an Event of Default occurs or CMHC does not receive such reports, CMHC may, at its option, by notice to the Borrower declare that the Forgivable Loan shall bear interest at a rate of five percent (5%) per annum from the date of such declaration. The Borrower shall pay accrued interest on the Forgivable Loan monthly on the first day of each month commencing in the month following the month in which such declaration was made by CMHC.

(e) Provided that there is no Event of Default and CMHC receives the reports of energy performance required under this Agreement, an amount equal to 10% of the advanced principal amount of the Forgivable Loan shall be forgiven on each anniversary of: (i) the date of the final Advance under the Loan, if such date is on the first day of a month, or (ii) the first day of the month following the date of such final Advance, if such date is not on the first day of a month. To the extent any principal amount of the Forgivable Loan is not forgiven, and subject to CMHC's right to demand immediate payment, the Borrower shall repay in full the unforgiven principal balance of the Forgivable Loan and any interest or other payments due to CMHC on the last day of the Forgivable Loan Term.

(f) The Borrower is not permitted to prepay the Forgivable Loan.

4. PAYMENTS AND INTEREST

(a) The obligation to make payments to CMHC under the Loan Documents is absolute and unconditional and will not be limited or affected by any circumstance, including any set-off, deduction or counterclaim.

(b) All payments by the Borrower hereunder shall be paid by direct debit from an account designated by the Borrower, the particulars of which have been provided to CMHC (the "**Project Loan Payment Account**").

(c) Amounts due under the Loan Documents on a day other than a Business Day shall be payable on the next following Business Day.

(d) CMHC is authorized (but not required) to apply proceeds from any Advance to pay amounts then due to CMHC.

(e) Each payment received by CMHC shall be applied to such part of the amounts then due under the Loan Documents as CMHC may determine in its discretion.

(f) All interest on the Loan will accrue both before and after maturity, default, demand and judgment, if any, until payment is received by CMHC.

5. RECORDS

(a) CMHC will maintain records evidencing each Advance and each payment made by the Borrower under this Agreement. CMHC's records constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to CMHC pursuant to this Agreement.

(b) CMHC may review and audit the records of the Borrower in connection with the Eligible Properties and Eligible Retrofits to ensure compliance with this Agreement and the Program. The Borrower will maintain proper and detailed records and statements of account, including receipts, vouchers, invoices, and other documents related to the costs of the Eligible Retrofits, for not less than seven (7) years from Completion, and shall permit CMHC, or its representative, to inspect and audit the Borrower's records and statements upon five (5) Business Days notice from CMHC.

6. SECURITY AND RECOURSE

(a) When required or applicable, as security for the Loan and all other obligations of the Borrower to CMHC under the Loan Documents, the Borrower will deliver to CMHC, each in form and substance satisfactory to CMHC, the security documents outlined in Schedule D.

(b) When required or applicable, Security Documents shall be registered, recorded or filed where necessary or desirable to record and perfect the Encumbrances created thereby, as determined by CMHC, in its sole discretion.

(c) Except as expressly provided in a Loan Document, CMHC shall have full recourse to all of the property and assets of the Borrower. No limitation on recourse shall prevent CMHC from taking any judgment necessary or advisable to enforce the Loan Documents.

(d) Upon termination of a Guarantor's guarantee and postponement of claim, all of the obligations of such Guarantor under this Agreement shall terminate. Such termination shall not affect the obligations of any other Credit Party.

7. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to CMHC that as of the date of this Agreement and on the date of each Advance, subject to any exceptions approved in writing by CMHC from time to time:

(a) it is a Band or a corporation that is wholly owned by a Band;

(b) where the Borrower is corporation that is wholly owned by the First Nation, it is duly incorporated, amalgamated, continued, created or established, as the case may be, and validly existing under the laws of its jurisdiction of incorporation, amalgamation or continuance, creation or establishment, as the case may be, and is duly registered or qualified to carry on business in each Province in which it so does;

(c) it has the power, authority and right:

(i) to enter into and deliver, and to exercise its rights and perform its obligations under, the Loan Documents and all other instruments and agreements delivered by it pursuant to any of the Loan Documents, and

(ii) to own its property and carry on its business as currently conducted and as currently proposed to be conducted by it and without limiting the foregoing, the Borrower has all necessary power and authority to develop and complete the Project and is duly authorized, approved, qualified and has obtained any licenses and registrations required to carry out such activities;

(d) all documents and information that has been or will be made available by it or on its behalf to CMHC (or any of CMHC's agents, advisors or representatives) in its application for, or otherwise in connection with, the Loan is or will be true, accurate and complete and do not and will not contain any untrue or misleading statement;

(e) except for documents and information provided to CMHC, it has not amalgamated, merged, reorganized, amended any of its organizational documents or made or permitted any change in its ownership or organizational structure, continued into another jurisdiction, voluntarily liquidated, winded-up or dissolved, or permitted its liquidation, winding-up or dissolution;

(f) it is duly created, validly existing and duly registered or qualified to carry on business;

(g) it has the power to enter into and deliver, and observe and perform its obligations under, the Loan Documents, own its property and carry on its business, including the Eligible Properties;

(h) the Loan Documents have been duly executed and delivered by it and constitute direct, legal, valid and binding obligations of it, enforceable in accordance with their terms;

(i) its execution, delivery and performance of the Loan Documents have been duly authorized by all necessary action and do not violate, and will not result in a violation of, its constating documents, any Applicable Laws, any Material Project Documents or any obligation to which it is subject or by which it is bound or result in the creation of any Encumbrance upon any of its assets, other than Permitted Encumbrances;

(j) it has obtained, made or taken all required consents, Permits, approvals and other actions in connection with the Loan Documents;

(k) it has paid all taxes and all interest and penalties in respect of taxes that are due and payable by it and there is no audit, re-assessment pending or threatened against it regarding taxes;

(l) its financial statements provided to CMHC fairly present its financial position as at the date thereof, and, since the date of such most recent statements, there has been no Material Adverse Change;

(m) it has no Debt, except Permitted Debt;

(n) there are no circumstances that could be expected to result in a Material Adverse Change;

(o) it is not subject to any unsatisfied or unfulfilled judgment, order, enforcement, injunction, decree or award, and no investigation, claim or proceeding is pending or contemplated against it or any of its assets or properties and there are no circumstances of which it is aware which might give rise to any proceeding, claim or investigation;

(p) no Default or an Event of Default has occurred;

(q) it is not bankrupt or insolvent, is not under Companies' Creditors' Arrangement Act, Bankruptcy and Insolvency Act or other insolvency protection, it has not committed any act of bankruptcy and no Third-party Funding Agreement Manager has been appointed in respect of the Borrower;

(r) it is not in default under any Debt or Encumbrance or any obligation to CMHC or any CMHC-insured loan;

(s) the Eligible Properties comprise lands that are Settlement Lands,(as identified in the *Final Agreement* as Settlement Land for the Kwanlin Dun First Nation), free and clear of all Encumbrances, except for Permitted Encumbrances, and no Person has any right to acquire an interest in the Eligible Properties;

(t) there are no pending or proposed changes to Applicable Laws (including zoning and other bylaws) which would make illegal or adversely affect the Eligible Retrofits, and there is no proposed expropriation of all or any part of the Eligible Properties;

(u) the Borrower has obtained all Material Project Documents, other than those not required or able to be obtained until a later stage of Construction or until Completion, those not yet obtained are expected to be received in the ordinary course of business prior to the date when required, a true copy of each of the Material Project Documents obtained has been delivered to CMHC and each of the Material Project Documents is in full force and effect and in good standing;

(v) except as disclosed in an environmental Consultant's report provided to and accepted by CMHC:

  (i) there are no Hazardous Substances on, under or migrating to or from the Eligible Properties, except in compliance with Applicable Laws; and

  (ii) there is no proceeding, investigation or non-routine inspection, or inquiry existing, pending or threatened relating to the Eligible Properties and Hazardous Substances;

(w) there are no claims, demands, actions or proceedings commenced, pending or threatened which might affect the Construction or operation of the Eligible Properties with respect to Aboriginal rights;

(x) neither the Borrower nor the Eligible Properties are subject to any outstanding judgement, order, writ, injunction or decree with respect to Aboriginal rights, treaty rights or the duty to consult which

could affect the Construction or operation of the Eligible Properties, and the Eligible Properties are not subject to a modern treaty;

(y) the contents of the Integrity Declaration remain true and complete;

(z) with respect to the Project and the Project Lands, as applicable it is zoned to permit the Construction and operation of the Project and the existing and proposed uses of the Project comply in all material respects with all Applicable Laws;

(aa) it is not a non-resident for the purposes of Section 116 of the *Income Tax Act* (Canada);

(bb) it is in compliance with all insurance policies in respect of the Eligible Properties;

(cc) it is not engaged in any unfair labour practice, there is no unfair labour practice complaint against it or contemplated against it, no grievance or proceeding arising out of or under any collective bargaining agreement is pending against or threatened against it, and no strike, labour dispute, slowdown or stoppage is pending against it or threatened against it and no union representation proceeding is pending with respect to any employees of it; and

(dd) the Eligible Properties are not farm-lands within the meaning of The Saskatchewan Farm Security Act (Saskatchewan) (if the project is in the Province of Saskatchewan).

The following applies only if there is a Guarantor:

A. The Guarantor represents and warrants to CMHC that as of the date of this Agreement and on the date of each Advance, subject to any exceptions approved in writing by CMHC from time to time:

(ee) all documents and information made or to be made available by the Guarantor or on its behalf to CMHC under the Loan Documents are and will remain true, accurate and complete;

(ff) expect for documents and information provided to CMHC, it has not amalgamated, merged, reorganized, amended any of its organizational documents or made or permitted any change in its ownership or organizational structure, continued into another jurisdiction, voluntarily liquidated, winded-up or dissolved, or permitted its liquidation, winding-up or dissolution;

(gg) unless it is an individual, it is duly created, validly existing and duly registered or qualified to carry on business;

(hh) it has the power to enter into and deliver, and observe and perform its obligations under, the Loan Documents, own its property and carry on its business;

(ii) the Loan Documents executed by it have been duly executed and delivered by it and constitute direct, legal, valid and binding obligations of it, enforceable in accordance with their terms;

(jj) its execution, delivery and performance of the Loan Documents have been duly authorized by all necessary action and do not violate, and will not result in a violation of, its constating documents, any Applicable Laws, any Material Project Document or any obligation to which it is subject or by which it is bound or result in the creation of any Encumbrance upon any of its assets;

(kk) it has obtained, made or taken all required consents, Permits, approvals and other actions in connection with the Loan Documents;

(ll) it has paid all taxes and all interest and penalties in respect of taxes that are due and payable by it and there is no audit, re-assessment pending or threatened against it regarding taxes;

(mm) its financial statements provided to CMHC fairly present its financial position as at the date thereof, and, since the date of such most recent statements, there has been no Material Adverse Change;

(nn) there are no circumstances that could be expected to result in a Material Adverse Change;

(oo) it is not subject to any unsatisfied or unfulfilled judgment, order, enforcement, injunction, decree or award, and no investigation, claim or proceeding is pending or, to its knowledge, contemplated against it or any of its assets or properties and there are no circumstances of which it is aware which might give rise to any proceeding, claim or investigation;

(pp) to its knowledge, no Default or an Event of Default has occurred;

(qq) it is not bankrupt or insolvent, is not under *Companies' Creditors' Arrangement Act* (Canada), *Bankruptcy and Insolvency Act* (Canada) or other insolvency protection and has not committed any act of bankruptcy;

(rr) it is not in default under any Debt or Encumbrance or any obligation to CMHC or any CMHC-insured loan;

(ss) it is eligible for the enhanced GST rebate pursuant to subsections 256.2(3) 256.2(3.1) and (3.2) of the Excise Tax Act (Canada) and any applicable regulations;

(tt) it is responsible for, and has received, independent tax, financial and accounting advice as appropriate from a competent third-party professional advisor;

(uu) the contents of the Integrity Declaration remain true and correct;

(vv) it is not a non-resident for the purposes of Section 116 of the *Income Tax Act* (Canada); and

(ww) it is not engaged in any unfair labour practice, there is no unfair labour practice complaint against it or to its knowledge contemplated against it, no grievance or proceeding arising out of or under any collective bargaining agreement is pending against or threatened against it, and no strike, labour dispute, slowdown or stoppage is pending against it or threatened against it and no union representation proceeding is pending with respect to any employees of it.

8. ENERGY PERFORMANCE

(a) The Borrower covenants and agrees with CMHC that the Borrower will:

(i) input to ENERGY STAR® Portfolio Manager® all data and information, such as building characteristics and utility usage, and to do all things necessary to benchmark the annual energy performance and annual GHG emissions of each Eligible Property on each anniversary of the Forgivable Loan Term, in a manner satisfactory to CMHC;

(ii) submit to CMHC ENERGY STAR® Portfolio Manager® reports satisfactory to CMHC of the energy performance and GHG emissions of each Eligible Property as at the first and tenth (10^{th}) anniversaries of the final Advance under the Loan and such other anniversaries as CMHC may require, to be submitted in each case within 60 days upon request by CMHC through the ENERGY STAR® Portfolio Manager® platform, together with copies of utility bills and other documents and information if required by CMHC; and

(iii) if required by CMHC, cooperate with CMHC and its advisors to review the energy performance and GHG emissions of the Eligible Properties.

(b) CMHC may in its discretion accept reports of energy performance and GHG emissions created under programs other than ENERGY STAR® Portfolio Manager®.

(c) The obligations of the Borrower under this Section will survive repayment of the Loan and any extinguishment of the obligation of the Borrower to repay the Loan.

9. COVENANTS

(a) **Positive Covenants.**

The Borrower covenants and agrees with CMHC as follows:

(i) to maintain its existence;

(ii) to conduct its business and operations in a proper and efficient manner and in accordance with Applicable Laws;

(iii) to use the proceeds of the Loan only for the purposes of the Eligible Retrofits;

(iv) to pay when due all amounts payable by it under the Loan Documents;

(v) that the Borrower will Construct or cause the Eligible Retrofits to be Constructed to Completion in accordance with the Plans and Specifications, and the Budget;

(vi) that the Borrower will maintain the Eligible Properties in good working order, condition and repair, normal wear and tear excepted and promptly notify CMHC of any loss or damage to the Eligible Properties;

(vii) to comply with all of its obligations under Material Project Documents;

(viii) to permit CMHC, its representatives and the Consultants to inspect the Eligible Properties from time to time upon reasonable notice;

(ix) to permit CMHC or its representatives to examine and obtain copies of its financial and other records and to discuss its financial condition and affairs with any of its personnel or professional advisors;

(x) to promptly provide CMHC, its representatives and the Consultants with all information reasonably requested by any of them from time to time;

(xi) to maintain books, records and accounts in accordance with GAAP or other accounting standards acceptable to CMHC;

(xii) to procure, supply and maintain for the duration of this Agreement, at its own expense, such insurance as required by CMHC from time to time, including all risks property insurance in an amount equal to the full replacement cost of the Eligible Properties including the Eligible Retrofits and name CMHC as loss payee and have attached a mortgagee clause in favor of CMHC and commercial general liability insurance with a limit of not less than $5,000,000 (except $10,000,000 where the Budget is $10,000,000 or more) or a wrap-up policy where required by CMHC, and shall provide coverage for, but not be limited to, all Eligible Property premises and operations of the Borrower, liability for products and completed operations, broad form coverage, contractors' liability, non-owned automobile, employer's liability, contractual liability, and liability specifically assumed under this Agreement with CMHC added to the policy as an additional insured and shall contain cross liability, and severability of interest clauses, all with insurers licensed to carry on business in the jurisdiction of the Eligible Properties with an A.M. Best Company, Inc. rating of "A-" or better (or such other debt rating agencies and/or rating as approved at the sole discretion of CMHC), comply with all insurance policies, provide CMHC upon request with detailed certificates of insurance in a form acceptable to CMHC and certified copies of insurance policies including endorsements, ensure that such insurance policies obligate the insurer to endeavour to provide CMHC with at least thirty (30) days' notice prior to cancellation of any insurance referred to under this insurance clause in the event of any (i) non-renewal or (ii) cancellation of any of the insurance policies and provide CMHC with notice forthwith upon learning that an insurer has or intends to cancel or make a material change to any insurance required by CMHC, it shall be the sole responsibility of the Borrower to decide whether or not any other insurance coverage, in addition to the

insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligation under the contract;

(xiii) to notify CMHC on the happening of any loss or damage to the Eligible Properties, do everything necessary to enable CMHC to obtain payment of the insurance proceeds, if required by CMHC, and deal with all proceeds of insurance as required by CMHC from time to time, including, subject to the requirements of any Permitted Encumbrance ranking in priority to the Security and unless otherwise agreed by CMHC, to cause all proceeds of the insurance required by the Loan Documents to be paid to CMHC for application, at CMHC's option, in reduction of the indebtedness under the Loan Documents, or to repair, replacement or rebuilding, or release to the Borrower, or in part one way and in part another or others, all as CMHC determines, and until such application or release all insurance proceeds held by CMHC shall be collateral security for the indebtedness under the Loan Documents;

(xiv) to comply with the applicable provisions of Construction Lien Laws in relation to the Eligible Properties and if, as applicable, any lien claim under Construction Lien Laws or legal hypothec in favour of persons having taken part in the construction or renovation of an immovable is registered pursuant to the *Civil Code of Québec*, is filed or registered against the Eligible Properties, to promptly give notice to CMHC and cause such Encumbrance to be promptly discharged, with any payment therefor being made from financial resources other than the Loan (and, for the avoidance of doubt, no Advance will be permitted until such Encumbrance has been discharged or arrangements therefor satisfactory to CMHC have been made);

(xv) to pay or discharge, or cause to be paid or discharged, when due (i) all taxes imposed upon it or the Eligible Properties and file all tax returns in respect thereof, (ii) all lawful claims for labour, materials and supplies, (iii) all required payments under any of its Debt, and (iv) all its other obligations, and provide evidence satisfactory to CMHC of the payment of all taxes imposed upon the Eligible Properties promptly upon such payment;

(xvi) to do all things necessary to become entitled to, and to promptly claim, all tax credits, rebates and refunds available to it in respect of goods and services tax, harmonized sales tax and other taxes from time to time;

(xvii) to comply with, and to use all reasonable efforts to cause all other Persons to, comply with all Environmental Laws in relation to the ownership, possession and use of the Eligible Properties, the Eligible Retrofits and any activities on the Eligible Properties;

(xviii) if and whenever required by CMHC, to maintain professional property management of the Eligible Properties satisfactory to CMHC; and

(xix) to provide to CMHC the Project Completion Attestation in the form attached to Schedule G within 30 days after Completion.

The following applies only if there is a Guarantor:

The Guarantor covenants and agrees with CMHC as follows:

(xx) to maintain the existence of the Guarantor;

(xxi) to conduct its business and operations in a proper and efficient manner and in accordance with Applicable Laws;

(xxii) to comply with all of its obligations under Material Project Documents;

(xxiii) to permit CMHC or its representatives to examine and obtain copies of its financial and other records and to discuss its financial condition and affairs with its senior personnel, auditors, counsel and other professional advisors;

(xxiv) to promptly provide CMHC and its representatives with all information reasonably requested by any of them from time to time; and

(xxv) to maintain books, records and accounts in accordance with applicable legislation.

(b) **Notices.** The Borrower covenants and agrees with CMHC that it will promptly notify CMHC in writing on becoming aware:

(i) that any representation or warranty in the Loan Documents, any statement in the Integrity Declaration or any information that has been made available to CMHC (or any of its agents, advisors or representatives) by or on behalf of the Borrower is or may become false, incorrect or no longer true;

(ii) of any Default, Event of Default or Material Adverse Change;

(iii) of any material change to the Eligible Retrofits which may affect their Completion, the energy consumption or GHG emission reductions;

(iv) of any default or dispute under, material change to, or cancellation of, any Material Project Document, any delay in respect of the Eligible Properties, the Eligible Retrofits or any Cost Overruns;

(v) of any investigation of, proceeding, judgment or order against, the Borrower;

(vi) of any damage to or destruction of the Eligible Properties;

(vii) of any registration against title to the Eligible Properties, and provide to CMHC a true copy of the registered document or instrument;

(viii) of any expropriation, threatened expropriation or notice of expropriation with respect to the Eligible Properties and the Borrower agrees that no such claim shall be compromised or settled without the prior written consent of CMHC;

(ix) that an insurer has cancelled, intends to cancel or has made or intends to make a material change to any insurance and provide CMHC with a copy of any such cancellation or change;

(x) of any material change to the present or future rental or other revenue from the Eligible Properties;

(xi) of any change or proposed change to the zoning or permitted use of the Eligible Properties;

(xii) of the presence on or under, or migration to or from, the Eligible Properties of any Hazardous Substance except in compliance with Environmental Laws;

(xiii) of the discharge, emission, leak, spill, radiation or disposal of any Hazardous Substance into or upon the Eligible Properties or any buildings on the Eligible Properties;

(xiv) of any violation of, or non-compliance with Environmental Laws in relation to the Eligible Properties, and with any Remediation Plan;

(xv) that the Eligible Properties are or have been contaminated with any Hazardous Substance;

(xvi) of any notice, investigation, non-routine inspection, inquiry or proceeding by any Governmental Authority in connection with any Environmental Laws relating to the Eligible Properties; and

(xvii) of Substantial Completion.

(c) **Negative Covenants**.

The Borrower covenants and agrees with CMHC that, except with the prior written consent of CMHC, it will not:

(i) except for Permitted Encumbrances or as expressly permitted in a Loan Document, make any Disposition, permit any Disposition to be made, or agree to make any Disposition, of the Eligible Properties, any Material Project Document or any part thereof or interest therein (any consent by CMHC to a Disposition may be conditional upon such requirements as CMHC may require and any release of the Borrower from any or all obligations under the Loan Documents shall be in CMHC's discretion, and CMHC will not consent to a Disposition to a Person which would not qualify for a loan under the CGAH Program);

(ii) incur any Debt, except Permitted Debt;

(iii) except for Permitted Encumbrances, grant any Encumbrance or allow any Encumbrance to be registered against or exist on the Eligible Properties;

(iv) permit a change of Control of the Borrower;

(v) change its name without providing CMHC with at least thirty (30) days' prior written notice;

(vi) amalgamate, merge, reorganize, amend any of its organizational documents or make or permit any change in its ownership or organizational structure from that set out in the organizational chart provided to CMHC at the time of the application for the Loan, continue into another jurisdiction, voluntarily liquidate, wind-up or dissolve, or permit its liquidation, winding-up or dissolution;

(vii) make, permit or consent to any amendment to, or any assignment or transfer of, or waive or surrender any of its rights under, any Material Project Document;

(viii) permit the Eligible Properties to be owned, maintained or operated by or on behalf of any Person other than the Borrower, unless expressly agreed to by CMHC and the Borrower has provided to CMHC the name and details of the third-party property manager/operator;

(ix) permit the Eligible Properties to be used as commercial short-term accommodation (including a hotel and accommodations for tourists or travelers); or

(x) become a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

The following applies only if there is a Guarantor:

The Guarantor covenants and agrees with CMHC that, except with the prior written consent of CMHC, it will not:

(xi) permit a change of Control of a Credit Party;

(xii) change its name without providing CMHC with at least 30days' prior written notice;

(xiii) amalgamate, merge, reorganize, amend any of its organizational documents or make or permit any change in its ownership or organizational structure from that set out in the organizational chart provided to CMHC at the time of the application for the Loan, continue into another jurisdiction, voluntarily liquidate, wind-up or dissolve, or permit its liquidation, winding-up or dissolution;

(xiv) make, permit or consent to any amendment to, or any assignment or transfer of, or waive or surrender any of its rights under, any Material Project Document; or

(xv) become a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

10. EVENTS OF DEFAULT

Each of the following shall be an Event of Default:

(a) fraud, intentional misrepresentation or criminal act by the Borrower or any of its directors, officers or senior employees;

(b) if any statement in the Integrity Declaration is, or becomes, false, incorrect or no longer true or if the Borrower has provided false or misleading information to CMHC (or any of its agents, advisors or representatives) or any Consultant in its application for the Loan or otherwise;

(c) if any representation or warranty made or deemed to have been made by the Borrower in a Loan Document is false or incorrect in any material respect;

(d) use of any of the proceeds of the Loan for a purpose other than the financing of the Eligible Retrofits;

(e) if the Borrower fails to pay when due any amount payable under the Loan Documents, and such failure remains unremedied for five (5) Business Days;

(f) if the Borrower breaches any of the negative covenants under this Agreement;

(g) if the Borrower breaches or fails to observe or fulfill any one or more of its obligations under the Loan Documents and such breach or failure remains unremedied for thirty (30) days from the date the Borrower obtains actual knowledge of the breach or failure or is provided with notice of the breach or failure from CMHC, whichever is earlier;

(h) the presence of any Hazardous Substance on the Eligible Properties or the migration of any Hazardous Substance to or from the Eligible Properties except in compliance with Environmental Laws and the Loan Documents;

(i) if the Borrower discontinues or abandons the Eligible Retrofits;

(j) if any Material Project Document is terminated or suspended by reason of an act or omission by the Borrower;

(k) if the Borrower ceases to exist, becomes insolvent or bankrupt or a Third-party Funding Agreement Manager is appointed;

(l) if a proceeding is started by any Person to dissolve, liquidate, wind-up or suspend the operations of the Borrower;

(m) if any Third-party Funding Agreement Manager, creditor, holder of an Encumbrance, any trustee, receiver, receiver and manager, agent, bailiff or other official takes possession of, forecloses, sells, disposes of, or otherwise proceeds to enforce rights in respect of the Eligible Properties or all or any material part of the assets of the Borrower or gives notice of its intention to do so;

(n) an outstanding notification of default or claim by Aboriginal Affairs and Northern Development Canada under any ministerial loan guarantee made in favour of the Borrower;

(o) if there is a default by the Borrower under any agreement in relation to the Eligible Properties, or any CMHC or Government of Canada program;

(p) if Substantial Completion is not achieved, or CMHC determines that Substantial Completion will not be achieved, by Substantial Completion;

(q) if there is a conflict of interest, real or perceived, that cannot be resolved to the satisfaction of CMHC; or

(r) a Material Adverse Change.

11. CMHC REMEDIES UPON DEFAULT

If an Event of Default occurs:

(a) the Borrower shall have no right to further Advances;

(b) CMHC may, at its option, declare that the Forgivable Loan (if provided under this Agreement) shall bear interest in accordance with this Agreement;

(c) CMHC may, at its option, by written notice to the Borrower, declare the outstanding balance of the Repayable Loan and interest thereon, the unforgiven balance of the Forgivable Loan and interest thereon and all other amounts payable under the Loan Documents to be immediately due and payable and demand payment thereof; and

(d) CMHC may exercise any and all rights and remedies available to it.

12. COSTS AND EXPENSES

(a) The Borrower is responsible for all of its own costs and expenses in connection with the Eligible Retrofits and the Loan.

(b) The Borrower will pay the following expenses incurred by or on behalf of CMHC in connection with the Loan, whether or not the Loan is advanced, in whole or in part: (i) the cost of title insurance; (ii) such legal expenses as CMHC may determine; (iii) the cost of agents and Consultants retained by CMHC; (iv) costs and expenses incurred by CMHC for anything which the Borrower requests of CMHC; (v) costs and expenses of any environmental testing, site assessment, investigation or study; (vi) costs and expenses resulting from a Default or Event of Default; and (vii) costs and expenses of the exercise and enforcement of CMHC's rights and remedies. Once paid, such fees, costs and expenses shall not be refundable.

(c) All costs and expenses incurred by CMHC and payable by the Borrower under the Loan Documents shall, from the date of such costs being incurred by CMHC until the date on which such costs are paid to CMHC, bear interest at the rate of five percent (5%) per annum. The Borrower's obligations under this Section shall also be secured by the Security Documents.

(d) The Borrower irrevocably authorize and direct that all amounts payable to CMHC under this Section may, at the option of CMHC, be paid from the proceeds of any Advance.

13. INDEMNITY

The Borrower will indemnify and hold harmless the Government of Canada, CMHC, and their officers, directors, employees, members, representatives and the successors of any of them (each an "**Indemnified Person**") from and against any and all losses, claims, damages, liabilities, fees, costs and expenses (including on a full indemnity basis, all fees and disbursements and taxes thereon of lawyers and other professionals, fees of expert witnesses and court costs) incurred in connection with, or as a direct or indirect result of (i) any misrepresentation by the Borrower; (ii) the Loan; (iii) the Eligible Retrofits; (iv) any failure of the Borrower to comply with all Environmental Laws ; (v) any Hazardous Substances ; (vi) any actual or threatened inquiry, investigation, claim or legal or administrative proceeding with respect to anything described in clauses (i) to (v) (any such actual, pending or threatened claim, action, suit, inquiries, litigation, investigation or proceeding, an "**Indemnified Proceeding**"), including the costs and expenses of defending, counterclaiming or claiming against third parties in respect of an Indemnified Proceeding to which an Indemnified Person may become subject, regardless of whether any such Indemnified Person is a party thereto and all costs, expenses, liability and damage arising out of a settlement of an Indemnified Proceeding. CMHC shall hold the indemnity in this Section on behalf of each Indemnified Person. The Borrower will not, without the prior written consent of each applicable Indemnified Person, effect any settlement of any Indemnified Proceeding in respect of which indemnity could have been sought hereunder by such Indemnified Person. The indemnity in this Section is independent of and in addition to any right which any Indemnified Person may have to recover costs in an Indemnified Proceeding. All amounts

payable by the Borrower under this Section shall be secured by the Security Documents. This indemnity shall survive the termination or assignment of this Agreement and the repayment, satisfaction, assignment or discharge of all obligations under the Loan Documents.

14. CONFIDENTIALITY AND ANNOUNCEMENTS

(a) The Borrower acknowledges having agreed, at the stage of the application for the Loan, to CMHC's terms and conditions applicable to (among other matters) the collection, use and disposition of the information related to the Loan. These terms and conditions continue to apply.

(b) The Borrower shall not disclose the terms or content of the Agreement or the discussions or negotiations with CMHC or any information provided to, or by, CMHC about the Loan except with CMHC's prior written consent and except that the terms of the Loan and the Loan Documents may be disclosed to the Borrower's existing or potential investors (including other levels of government such as provinces, territories or municipalities and their respective entities) and to its and their respective officers, directors, employees, attorneys, agents, accountants, advisors, controlling persons and equity holders who are directly involved in the consideration of the Eligible Properties on a need to know and confidential basis.

(c) The Borrower acknowledges that CMHC is subject to federal access to information and privacy legislation and that in certain specific circumstances, information submitted by the Borrower to CMHC may be disclosed pursuant to that legislation. The Borrower consents to the disclosure of this information.

(d) CMHC (or any of its agents, advisors or representatives) and parties engaged on its behalf or collaborating with CMHC to administer the Program, where applicable, are authorized to process and store information submitted to or collected by CMHC and disclose it, on a need to know basis, to the office of the Minister responsible for CMHC, the Government of Canada, and provinces, territories or municipalities that may invest in, or otherwise provide support for, the Eligible Properties or otherwise collaborate with CMHC in respect of the Eligible Properties.

(e) CMHC, the Minister responsible for CMHC, the Government of Canada and any provinces, territories or municipalities that invest in, or otherwise provide support for, the Eligible Properties shall have the right to publicize details of the Eligible Properties, the funding assistance and the name of the Borrower. The Borrower consents to such disclosure.

(f) No announcement or public disclosure relating to the Loan may be made by the Borrower without prior written approval from CMHC. The Borrower shall not use in any manner whatsoever the name, logo, image or initials of CMHC without CMHC's express written consent.

(g) If the Borrower plans to publish any reports and/or materials relating to the Eligible Properties, it shall notify CMHC in writing of such publication at least fifteen (15) Business Days prior to such publication and, if requested by CMHC, acknowledge CMHC's financial support of the Eligible Properties in such publication, as follows:

> "This project received financing from Canada Mortgage and Housing Corporation (CMHC); however, the views expressed are the personal views of the author and CMHC accepts no responsibility for them. / Ce projet est financé en partie par la Société canadienne d'hypothèques et de logement (SCHL), cependant, les opinions exprimées sont les opinions personnelles de l'auteur et la SCHL n'accepte aucune responsabilité pour ces opinions."

(h) If requested by CMHC, the Borrower shall publicly acknowledge the making of the Loan in a manner acceptable to CMHC, which may include signage at the Eligible Properties with the name and logo of CMHC and/or the Government of Canada in a form approved by CMHC.

(i) If requested by CMHC, the Borrower agrees to participate in surveys and other research such as case studies conducted by CMHC or its agents, in respect of the Eligible Properties, the CGAH Program or Canada's National Housing Strategy.

(j) The obligations of the Borrower under this Section shall survive the termination or assignment of this Agreement and the repayment, satisfaction, assignment or discharge of all obligations under the Loan Documents.

15. MISCELLANEOUS

(a) The Loan Documents do not commit CMHC to provide any additional capital or operating or support funding, other than the Loan. The eligibility of the Borrower for the Loan does not constitute an assurance that it will be approved for CMHC loan insurance or other forms of CMHC or federal assistance.

(b) CMHC may provide information and documents by any electronic communication methods (including the portal for the Program, emails or pdfs). None of the Government of Canada, CMHC, or any of their officers, directors, employees, representatives, and any of their successors, shall be liable for any damages arising from the unauthorized use by others of information or documents transmitted by any such method.

(c) The Borrower shall avoid any conflict of interest and shall immediately declare any existing, potential or apparent conflict and shall, upon direction of CMHC, take steps to eliminate any conflict, or perception that a conflict of interest exists. In the event that a conflict of interest, real or perceived, cannot be resolved to the satisfaction of CMHC, CMHC may immediately terminate this Agreement.

(d) No member of the House of Commons or the Senate of Canada shall be admitted to any share or part of the Loan or the Loan Documents or to any benefit arising therefrom unless that benefit is also available to the public at large.

(e) The Eligible Properties are the sole and absolute responsibility of the Borrower. The Borrower is not representatives or agents of CMHC and are not authorized to create any obligation on behalf of CMHC or to bind CMHC in any way. This agreement is an agreement for a loan, not a contract for services or a contract of service. The Borrower shall rely on its own independent experts in connection with the Eligible Properties. CMHC's responsibility with respect to the Eligible Properties is limited to its obligations under the Loan Documents. It shall be the sole responsibility of the Borrower to decide whether or not any other insurance coverage, in additional to the insurance requirements stipulated herein, is necessary for its own protection or to fulfill its obligations. CMHC is not liable for any debts or obligations of the Borrower.

(f) CMHC may terminate the Borrower's right to Advances by written notice to the Borrower if funding for the CGAH Program is no longer available due to no or insufficient appropriations by the Government of Canada. In such event and subject to the applicable Conditions Precedent being satisfied, CMHC will advance in respect of the costs of the Eligible Retrofits that have been incurred up to the date of the notice. CMHC has no liability to the Borrower or any other Person if funding for the Program is no longer available or in the event of no or insufficient appropriations.

(g) The Borrower acknowledges that under Part VII of the *Official Languages Act* (Canada), CMHC is responsible for taking positive measures to ensure the implementation of the Government of Canada's commitment to enhance the vitality of English and French linguistic minority communities in Canada and assisting and supporting their development. The Borrower, where appropriate and feasible, shall use reasonable efforts to provide the following in relation to the Project in both of Canada's official languages: (i) information; (ii) signage; (iii) oral and written communications; (iv) services, as applicable; and (v) such support as CMHC may reasonably request in connection with its obligations under Part VII of the *Official Languages Act* (Canada).

16. COMMON TERMS

The following provisions apply to this Agreement and the Loan Documents and are referred to in the Loan Documents as the "**Common Terms**".

(a) **Interpretation.** In any Loan Document: (i) words importing gender include all genders, (ii) words importing the singular include the plural and vice versa, (iii) sections and headings are for convenience of reference only and do not affect the interpretation of such Loan Document, (iv) references to any agreement or other instrument shall, unless otherwise specifically provided, include references to the same as varied, amended, amended and restated, supplemented or replaced from time to time; (v) references to any enactment, including any statute, law, by-law, regulation, ordinance or order shall, unless otherwise specifically provided, include references to such enactment as re-enacted, amended or extended from time to time; (vi) references to any Person shall, unless otherwise specified, include such Person's successors and permitted assigns; and (vii) the terms "including" or "includes" mean "including without limitation" and "includes without limitation", respectively. Each Loan Document is the result of negotiations between the parties thereto and shall not be construed in favour of or against any party by reason of the extent to which any party or its legal counsel participated in its preparation.

(b) **Multiple Parties.** If the Borrower is comprised of more than one Person (i) a reference to the "Borrower" or other term used to define such Persons in any Loan Document shall be a reference to each such Person or all such Persons, as the context requires, and (ii) the obligations of all such Persons under the Loan Documents to which such Persons are party shall be joint and several. If the Guarantor is comprised of more than one Person (i) a reference to the "Guarantor" or other term used to define such Persons in any Loan Document shall be a reference to each such Person or all such Persons, as the context requires, and (ii) the obligations of all such Persons under the Loan Documents to which such Persons are party as a guarantor shall be joint and several. If there is more than one Credit Party, the obligations of the Credit Parties under the Loan Documents shall be joint and several.

(c) **Currency.** Unless otherwise provided, all dollar amounts are Canadian dollars.

(d) **Interest.** Interest shall be calculated using the nominal rate method and not on any basis that gives effect to the principle of deemed reinvestment of interest. The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by law. For the purposes of the *Interest Act* (Canada) and any other Applicable Laws, whenever any interest is calculated using a rate based on a number of days that is less than a full calendar year (a "shorter period"), the rate of interest determined pursuant to such calculation, when expressed as an annual rate, is equivalent to the stated rate multiplied by the actual number of days in the calendar year in which such interest is payable or calculated (365 or 366, as applicable) and divided by the number of days in such shorter period.

(e) **Accounting Terms.** Accounting terms are to be interpreted in accordance with GAAP applicable in Canada at the relevant time.

(f) **Knowledge.** Each representation by the Borrower in a Loan Document as to "knowledge" means to "knowledge after due enquiry".

(g) **Successors and Assignment.** Each of the Loan Documents shall be binding upon and enure to the benefit of the parties thereto and their respective successors and permitted assigns and, if applicable, any heirs, executors or legal representatives. CMHC may assign all or part of its rights and obligations under the Loan Documents to any Person. The rights and obligations of the Borrower under this Agreement may not be assigned without the prior written consent of CMHC. No assignment by the Borrower will release the Borrower.

(h) **Set-Off.** CMHC may, but is not obligated, at any time, to apply any amount, whether or not then due, which CMHC otherwise owes the Borrower towards satisfaction of the obligations of the Borrower due by CMHC under the Loan Documents. In any claim by CMHC against the Borrower, the Borrower may not assert or exercise any set-off or counterclaim against CMHC.

(i) **Notices.** Any notice or other communication under a Loan Document shall be in writing and, unless otherwise specified, given by delivery or by electronic means addressed to the recipient at its address set out on the signature pages of this Agreement. Any such communication received prior to 4:00 pm (Ottawa time) on a Business Day is deemed to have been given and received on that Business Day and otherwise on the next Business Day. Any party may change its address for notice by notice given in accordance with the foregoing. Where Applicable Law requires notice to be given in a different manner, notice shall be given in accordance thereto.

(j) **Amendments**. No amendment to a Loan Document is effective unless it is in writing and signed by the parties to such Loan Document.

(k) **Rights Cumulative**. CMHC's rights and remedies under the Loan Documents are cumulative and may be exercised separately or in combination and are in addition to, and not in substitution for, any other right, remedy or power CMHC may have under Applicable Laws or pursuant to any other document. A single or partial exercise of a right or remedy by CMHC will not preclude any other exercise of that, or any other, right or remedy by CMHC. A failure or delay by CMHC in exercising a right or remedy under a Loan Document will not operate as a waiver of, or impair, any rights or remedies of CMHC. CMHC is not bound to exercise any right or remedy, and the exercise of rights and remedies is without prejudice to any other rights of CMHC in respect of the obligations including the right to claim for any deficiency.

(l) **Application of Proceeds.** Any and all moneys realized by CMHC pursuant to any Security Document shall be applied by CMHC to such part of to the obligations as CMHC in its sole discretion determines. CMHC may, at any time, change any application so made in accordance with such Security Document.

(m) **No Partnership.** Nothing contained in any Loan Document shall create a relationship of principal and agent or of partnership or of joint venture between the Parties.

(n) **Severability**. Each provision in any Loan Document is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or unenforceability of such provision in any other jurisdiction or the validity or enforceability of any other provision of such Loan Document or of any other Loan Document.

(o) **Further Assurances.** The Borrower shall, at its own cost, execute and deliver such documents and do such acts and things which CMHC may require for the purpose of carrying into effect the purposes of the Loan Documents and to better evidence and perfect CMHC's rights and security, including in connection with any change to Applicable Laws.

(p) **Power of Attorney.** The Borrower irrevocably appoints CMHC as its attorney (with full power of substitution) to do, make and execute, in the name of and on behalf of the Borrower, upon the occurrence and during the continuance of an Event of Default, all such further acts, documents, matters and things which CMHC may deem necessary or advisable to accomplish the purposes of any Security Document to which the Borrower is a party including the execution, endorsement and delivery of documents and any notices, receipts, assignments or verifications of the accounts. All acts of the attorney are hereby ratified and approved, and the attorney shall not be liable for any act, failure to act or any other matter or thing, except to the extent caused by its own gross negligence or wilful misconduct. This power of attorney is irrevocable, is coupled with an interest, has been given for valuable consideration (the receipt and adequacy of which is acknowledged) and survives, and does not terminate upon, the bankruptcy, dissolution, winding up, insolvency or, if applicable, incapacity of the Borrower. This power of attorney extends to and is binding upon the Borrower's successors, permitted assigns and, if applicable, estate, heirs and beneficiaries. The Borrower authorizes CMHC to (a) delegate in writing to another Person any power and authority granted by the Borrower to CMHC under this power of attorney as may be necessary or desirable in the opinion of CMHC, and (b) revoke or suspend such delegation.

(q) **Governing Law and Jurisdiction**. The Loan Documents shall be governed by and interpreted in accordance with the laws of the province or territory where the Eligible Properties are located and

the laws of Canada applicable therein. The courts of such province or territory have non-exclusive jurisdiction.

(r) **Merger and Paramountcy**. None of the provisions of this Agreement shall merge in any security provided to CMHC, but shall continue in full force for the benefit of the parties hereto. To the extent of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Loan Documents, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

(s) **Entire Agreement**. The Loan Documents constitute the whole and entire agreement between the parties in respect of the Loan and supersede any prior understandings, whether written or oral.

(t) **Time**. Time is of the essence.

(u) **Return of Mistaken Payments**. If the Borrower receives any amount at any time from CMHC which was paid to the Borrower as a result of a mistake or error on the part of CMHC, the Borrower shall pay in full the amount to CMHC on demand, together with interest thereon for each day from and including the date of demand at the rate of five percent (5%) per annum, calculated yearly not in advance.

(v) **Waiver.** All terms and conditions set forth in this Agreement or any other Loan Document that are for the benefit of CMHC and may be waived by CMHC, in its sole discretion, in whole or in part (with or without terms or conditions), without prejudicing the right of CMHC to assert such terms and conditions at any time. Any waiver made by CMHC will be effective only in the specific instance and for the specific purpose for which it was given. No waiver of any provision of a Loan Document will constitute a waiver of any other provision. No delay or omission by CMHC, at any time or times, to require strict performance by the Borrower of any provision of the Loan Documents to which the Borrower is a party waives, affects or diminishes any right of CMHC thereafter to demand strict compliance and performance therewith. The inspection or approval by CMHC of any document or matter or thing done CMHC shall not be deemed to be a warranty or holding out of the adequacy, effectiveness or binding effect of such document, matter or thing or a waiver of the obligations of the Borrower thereunder.

(w) **English Language**. The Parties agree that this Agreement and all transaction documents related thereto (including the Loan Documents) will be in the English language or will be accompanied by an English translation certified by the Borrower. *Les parties conviennent que ce contrat de prêt ainsi que tout document qui s'y rapporte et devant être fourni par l'emprunteur, sera rédigé en langue anglaise.*

(x) **Counterparts and Electronic Delivery**. Subject to Applicable Laws (i) each Loan Document may be executed in counterparts. All such counterparts, which together constitute one and the same Loan Document, and (ii) a party may transmit a copy of its signature on the execution page of a Loan Document to the other parties thereto electronically (including in PDF form) and such transmission shall constitute valid delivery of such Loan Document.

SCHEDULE A
DEFINITIONS

When used in this Agreement or in another Loan Document, the terms defined below or elsewhere in this Agreement, shall have the meanings defined in this Agreement, unless otherwise defined in that Loan Document or unless the context otherwise requires.

"**Advance Schedule**" means the schedule of Advances provided by the Borrower to CMHC and approved by CMHC, as revised from time to time.

"**Agreement**" means this Agreement and any schedules hereto, as amended, restated or amended and restated from time to time.

"**Applicable Laws**" means the common law and all present or future laws, bylaws, statutes, regulations, rules, orders, codes, treaties, conventions, judgments, awards, determinations and decrees and (to the extent that they have the force of law) policies, guidelines, standards, approvals, notices, permits, directives and the like of any governmental, regulatory, fiscal or monetary body or court in any jurisdiction which are applicable to the Borrower, the Eligible Properties, any of the Loan Documents, or any security interest created by a Loan Document.

"**Budget**" means the budget of all costs of the Eligible Retrofits as approved by CMHC and as amended from time to time with the written consent of CMHC.

"**Business Day**" means a day on which CMHC is open for business in Ottawa, Ontario excluding Saturday, Sunday and any other day which is a holiday or a day on which banking institutions are closed in the Province or Territory where the Eligible Properties are located.

"**Collateral**" means the real and any personal property and interests therein which are subject from time to time to the Encumbrances created by the Loan Documents.

"**Construction**" means the design, development or construction of the Eligible Retrofits in accordance with the Plans and Specifications, and "**Construct**" in any verb tense has the corresponding meaning.

"**Completion**" means the date on which Construction has been completed as certified by the Project Consultant to CMHC.

"**Construction Contracts**" means all contracts, sub-contracts and agreements entered into by or on behalf of the Borrower relating to the Construction or the supply of materials or services to or for the Eligible Retrofits.

"**Construction Lien Laws**" means the construction or builders' lien legislation of the Province or Territory where the Eligible Properties are located, in effect from time to time

"**Consultant**" means any independent cost consultant, quantity surveyor, appraiser, architect, engineer, insurance consultant, environmental consultant, land surveyor and any other consultants for the Eligible Retrofits or the Loan, whether retained by CMHC or the Borrower, and acceptable to CMHC.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management, decisions or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

"**Cost Overruns**" means any Eligible Retrofit costs which are in excess of the Budget.

"**Council of the Band**" has the meaning ascribed thereto in the *Indian Act*, R.S.C. 1985, c.I-5 and any amendments or successor legislation thereto.

"**Debt**" means, with respect to any Person, all obligations that, in accordance with GAAP, would then be classified as a liability of such Person, excluding (a) reserves for deferred taxes, and (b) trade accounts payable incurred in the ordinary course of business and not overdue.

"**Default**" means an event or circumstance which, with notice or the passage of time or both, could become an Event of Default.

"**Disposition**" means any sale, assignment, transfer, conveyance, lease, licence or other disposition of any nature or kind whatsoever of any property or of any right, title or interest in or to any property and any agreement or option for any of the foregoing, and "**Dispose**" has a corresponding meaning.

"**Effective Gross Income**" means the rent revenue combined with miscellaneous income and expense reimbursements.

"**Eligible Property**" means an eligible property described in Part I of this Agreement.

"**Eligible Retrofits**" means the eligible retrofits described in Part I of this Agreement.

"**Encumbrance**" means: (a) any mortgage, debenture, pledge, hypothec, lien, charge, assignment by way of security, title retention agreement or arrangement, hypothecation or security interest granted or permitted by a Person or arising by operation of law, or any consignment by way of security or capital lease of property by such Person as consignee or lessee, as the case may be, or any other security agreement, trust or arrangement having the effect of security for the payment of any debt, liability or other obligation; and (b) any non-financial charge or interest.

"**Environmental Laws**" means all Applicable Laws relating to Hazardous Substances or environmental matters or occupational health and safety matters as such matters relate to Hazardous Substances.

"**GAAP**" means generally accepted accounting principles applicable in Canada from time to time approved by the Chartered Professional Accountants of Canada, or any successor institute, including International Financial Reporting Standards or Accounting Standards for Private Enterprises, Accounting Standards for not-for-profit organizations, Accounting Standards for Pension Plans, or Public Sector Accounting Standards as the case may be.

"**Governance Agreements**" means in respect of the First Nation, the band governance agreements, bylaws, approval ratification processes, codes or similar documents or processes duly authorized by the First Nation or customarily followed or to which formal adherence is required in order to authorize the execution and delivery of the Loan Documents by the Borrower and the performance of the Borrower of its obligations thereunder and the Construction and operation of the Project.

"**Governmental Authority**" means any government in Canada or any political subdivision thereof, whether federal, provincial, territorial or local, and any agency, authority, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, including a Minister of the Crown, OSFI or other comparable authority or agency and the Council of the Band for the Borrower.

"**Hazardous Substance**" means any substance, thing, odour, contaminant, pollutant, waste or substance that may immediately or at some future time cause or contribute to harm or degradation to the surrounding environment or risk to the health, welfare or safety of humans, animals, plants or the environment or that, if added to water or released into the air or ground would create or contribute to the creation of a condition of such water, air or ground that is detrimental to its use by or to the health, safety or welfare of humans or animals or cause damage to plant life, including any substance, thing, odour, contaminant, pollutant, waste or substance prohibited, controlled or regulated by any Environmental Laws or designated, classified, listed or defined as hazardous, toxic, radioactive or dangerous or as a contaminant, pollutant or waste by any Environmental Laws, including urea formaldehyde and polyurethane foam insulation, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs) or PCB contaminated fluids or equipment, chorofluorocarbons, hydro-fluorocarbons, perchloroehtylene, thetrachloroethylene, lead based paint, explosives, radioactive substances, petroleum and associated products, above ground and underground storage tanks or surface impoundments.

"**including**" means including without limitation.

"**Integrity Declaration**" means the integrity declaration made by the Borrower and submitted to CMHC in connection with its application for funding under the CGAH Program, including any schedules attached thereto, with any amendments thereto as acknowledged by CMHC.

"**Interest Rate**" means the fixed rate of interest for the Repayable Loan set pursuant to this Agreement.

"**Lease**" means any lease, sublease, agreement to lease, offer to lease, licence or right of occupation granted from time to time, entitling the lessee, sublessee or grantee thereunder to use or occupy all or any part of the Eligible Properties.

"**Lien Holdback**" means any amount required under and in accordance with Applicable Laws (including Construction Lien Laws) to be held back by or on behalf of the Borrower.

"**Loan Documents**" means (a) the Integrity Declaration, (b) this Agreement, (c) the Security Documents, and (d) all present and future agreements, documents, certificates and instruments delivered by the Borrower to CMHC pursuant to or in respect of this Agreement or the Loan, in each case as the same may from time to time be amended.

"**Material Adverse Change**" means a circumstance, development, change, event or occurrence which, individually or together with other circumstances, events or occurrences, in the sole opinion of CMHC, has or could reasonably be expected to have a material adverse effect on the Borrower, the Eligible Properties, the Eligible Retrofits or the ability of the Borrower to perform its obligations under the Loan Documents or the Material Project Documents.

"**Material Project Documents**" means: a) all leases of the Eligible Properties, or any part thereof, to the Borrower, as lessee; b) the Budget; c) the Plans and Specifications; d) all Construction Contracts, and e) all contracts, agreements and documents which are designated by CMHC from time to time as Material Project Documents.

"**Permits**" means all permits, consents, orders, waivers, applications, authorizations, licences, certificates, approvals, registrations, franchises, rights, privileges and exemptions or the like issued or granted by any Governmental Authority, or by any third party with respect to the Eligible Properties (including any Permits relating to Environmental Laws).

"**Permitted Encumbrances**" means the Encumbrances described in Part I.

"**Permitted Debt**" means: (a) Debt under this Agreement, (b) Debt secured by a Permitted Encumbrance, (c) Debt consented to by CMHC, (d) Debt of the Borrower to a Guarantor that is subordinated and postponed to all Debt under this Agreement or the Security Documents by a subordination, postponement and standstill agreement satisfactory to CMHC, (e) Debt incurred for routine Eligible Properties operating expenses and required capital improvements, repairs, replacements and tenant inducements to the Eligible Properties, (f) other Debt related to the Eligible Properties that does not cause the annual net operating income of the Eligible Properties to be insufficient for the repayment of principal and interest on outstanding indebtedness under this Agreement, and (g) other Debt unrelated to the Eligible Properties that does not cause the Borrower's annual net operating income from all sources to be insufficient for the repayment of principal and interest on outstanding indebtedness under this Agreement.

"**Permitted Leases**" means (a) Leases of Housing Units for a term of less than three (3) years for residential occupation; (b) Leases that are not Material Project Documents of non-residential space entered into in the ordinary course of business and on commercially reasonable terms; and (c) Leases that are Material Project Documents as approved by CMHC.

"**Person**" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity.

"**Plans and Specifications**" means signed and sealed plans and specifications (including all structural, architectural, mechanical, electrical, and interior design) for the Eligible Retrofits and approved by CMHC, as amended from time to time with the approval of CMHC.

"**PPSA**" means the applicable *Personal Property Security Act* or similar personal property security registry legislation of the jurisdiction in which the Eligible Properties are located or the jurisdiction of other Applicable Laws.

"**Project Consultant**" means an independent cost consultant, quantity surveyor or other Consultant retained by CMHC in connection with the Eligible Retrofits or retained by the Borrower and acceptable to CMHC as the Project Consultant.

"**Project Funding Account**" means a depository account in the name of the Borrower in respect of the Eligible Properties, particulars of which will be provided to CMHC prior to the first Advance under the Loan.

"**Property Management Agreement**" means a management or operating agreement in respect of the Eligible Properties in form and substance acceptable to CMHC.

"**Receiver**" means a receiver, receiver-manager or receiver and manager appointed by CMHC or by a Court.

"**Substantial Completion**" means the date of substantial completion of the Eligible Retrofits in accordance with Construction Lien Laws as certified by the Consultant to CMHC.

"**Third-party Funding Agreement Manager**" means a manager appointment by Aboriginal Affairs and Northern Development Canada in connection with the Directive 210: Third Party Funding Agreement Management.

SCHEDULE B
CONDITIONS PRECEDENT TO ADVANCES

This Schedule B is governed by the terms and conditions set out in Section 1(b) of this Agreement.

PART A: CONDITIONS PRECEDENT TO THE FIRST ADVANCE.

(1) Conditions Precedent (Operational) to the First Advance	
Due Diligence	CMHC shall be satisfied, in its sole discretion (i) with the results of its due diligence, including legal, corporate and financial due diligence, including on the Borrower (including any principals and the documents), the Eligible Properties, and (ii) that all CGAH Program requirements have been satisfied.
Financing of the Eligible Retrofits	CMHC shall be satisfied with the financing of the Eligible Retrofits.
KYC	CMHC shall have received and be satisfied with the documents and information required by CMHC in respect of its "know-your-customer" policies and procedures.
Interest Rate	If there is a Repayable Loan, the Interest Rate shall have been set.
Environmental	CMHC shall be satisfied with an environment assessment of the Eligible Properties prepared by an environmental Consultant acceptable to CMHC.
Budget	CMHC shall be satisfied with Budget.
Plans and Specifications	CMHC shall be satisfied with the Plans and Specifications.
Professional Attestation	CMHC shall have received professional attestations satisfactory to CMHC and addressed to CMHC or supported by reliance letters addressed to CMHC.
Permits	CMHC shall be satisfied that all Permits required for the Construction have been issued and are in full force and effect, including building permits.
Project Documents	CMHC shall be satisfied with all Material Project Documents.
Bonding	If required by CMHC, CMHC shall be satisfied with the bonding for the Eligible Retrofits, including labour, material and performance bonds as well as dual obligee riders satisfactory to CMHC.
Borrower and Project Insurance	If required by CMHC, CMHC shall have received a report satisfactory to CMHC of an insurance Consultant confirming that the Borrower has in place appropriate insurance as required by CMHC.
Professional Insurance	CMHC shall have received evidence that each Consultant maintains professional liability insurance satisfactory to CMHC.

Consultants Reports	CMHC shall have received such reports satisfactory to CMHC of Consultants satisfactory to CMHC and addressed to CMHC or supported by reliance letters addressed to CMHC as CMHC requires.
Property Management	If the Eligible Properties are to be managed by a property manager other than the Borrower, and CMHC has not agreed to move this Condition Precedent to Part C of this Schedule B, CMHC shall have approved the property manager and the Property Management Agreement.
Energy Performance	The Borrower shall benchmark each Eligible Property with ENERGY STAR® Portfolio Manager®, input all required pre-retrofit data and information on the pre-retrofit energy performance and GHG emissions for each of the Eligible Properties.
Project Funding Account	The Borrower shall have opened the Project Funding Account and executed and delivered any documentation required by CMHC.
Pre-Authorized Debit Agreement	The Borrower shall have entered into a pre-authorized debit (PAD) agreement for payments to CMHC from the Project Loan Payment Account by direct debit and executed and delivered any documentation required by CMHC in respect thereof.
Funding from Borrower or third parties prior to the Advance	If funding from Borrower or third parties is required prior to the Advance, the Borrower shall have provided evidence, satisfactory to CMHC, of any minimum funding from the Borrower or third parties, as required by CMHC.
Other Project Specific Conditions Precedents (Operational) to the first Advance	As indicated in Part I of this Agreement

(2) Conditions Precedent (Legal) to the First Advance	
Legal Requirements	(a) CMHC shall have received each of the following satisfactory in form and content to CMHC: (i) executed counterparts of the Loan Documents; (ii) a certificate of the Chief dated on or just prior to the date of execution of the Loan Documents, certifying: 1) copies of band council resolutions authorizing the execution, delivery and performance of the Loan Documents; 2) the names and specimen signatures of its councillors or other authorized signatories duly authorized to execute and deliver its obligations under the Loan Documents; 3) true copies of such Material Project Documents as CMHC may require; and 4) such other matters as CMHC may require.

	(iii) legal opinions of counsel for the Borrower as to the existence and capacity of the Borrower, if it is not an individual, the authorization, execution and delivery of the Loan Documents and any other matters required by CMHC, addressed to CMHC and, if required by CMHC, to CMHC's counsel; (iv) completion of, or arrangements reasonably satisfactory to CMHC for the completion of, such registrations, recordings and filings as are necessary or desirable in respect of the Loan Document, subject only to Permitted Encumbrances; and (v) a lender's policy of title insurance satisfactory to CMHC when applicable. (vi) to the extent one of the Credit Parties is a Guarantor organized under the laws of Saskatchewan, a copy of all notices and disclosure delivered to its shareholders of the financial assistance provided by such Guarantor pursuant to the guarantee required to be executed and delivered by it hereunder, at the time and in the manner required by *The Business Corporations Act*, 2021 (Saskatchewan).
Other Loan Documents	CMHC shall be satisfied, in its sole discretion, that any applicable conditions in any other Loan Documents have been satisfied.
Other Project Specific Conditions Precedent (Legal) to the first Advance	As indicated in Part I of this Agreement.

(3) <u>Conditions Precedent to an Advance under the Forgivable Loan (including, for greater certainty, a Forgivable Loan Initial Advance)</u>	
Previous Conditions Precedent	All Conditions Precedent specified in Part A(1) and Part A(2) of this Schedule B shall have been satisfied
Applicable Advance Documents	CMHC shall have received each of the following satisfactory in form and content to CMHC: 1. in respect of an Advance under the Forgivable Loan, other than a Forgivable Loan Initial Advance, to the extent applicable, an up-to-date Advance Schedule; 2. a Borrower Certificate and Forgivable Loan Advance Notice; 3. such other documents as required by CMHC; and 4. a direction to pay covering the Advance.

PART B: CONDITIONS PRECEDENT TO EACH ADVANCE (OTHER THAN A FORGIVABLE LOAN INITIAL ADVANCE)

(1) Conditions Precedent to Each Advance (other than a Forgivable Loan Initial Advance)	
Previous Conditions Precedent	The following Conditions Precedent have been an continue to be satisfied: (i) in respect of an Advance under the Repayable Loan, all Conditions Precedent specified in Part A(1) and Part A(2) of this Schedule B, and (ii) in respect of an Advance under the Forgivable Loan, all Conditions Precedent specified in Part A(1), Part A(2) Part A(3) of this Schedule B.
Conditions Precedent to Subsequent Advances	In respect of an Advance made after a Forgivable Loan Initial Advance or the first Advance under the Repayable Loan, as the case may be, each Condition Precedent, if any, that has been listed in Part I of this Agreement under the heading "Conditions Precedent to Subsequent Advances".
Advance Documents	CMHC shall have received and be satisfied with: (i) an up to date Advance Schedule, (ii) an Advance Notice; (iii) a current Project Status Certificate in the form attached as Schedule E, or another form acceptable to CMHC. This certificate must be signed by the Chief or other signatory authorized to execute documents in accordance with the band council resolution; (iv) a current Project Consultant's Certificate in the form attached as Schedule F, or another form acceptable to CMHC, and a current Project Consultant's report; (v) current contractor statutory declarations on properly sealed CCDC Form 9A using the most recent form available or, alternatively, other forms of statutory declarations that contain, at a minimum, the information contained in the most recent available CCDC Form 9A; (vi) such other documents as required by CMHC; and (vii) direction to pay covering the Advance.
Fees, Costs and Expenses	CMHC shall have received payment of all fees, costs and expenses then payable to CMHC or its Consultants, or the Borrower shall have irrevocably directed that they be paid from the proceeds of the Advance.
Representations and Warranties	The representations and warranties of the Borrower contained in the Loan Documents deemed to be repeated on the date of Advance continue to be true and correct as if made as of the date of such an Advance.
No Default. Event of Default or Material Adverse Change	No Default, Event of Default or Material Adverse Change exists on the date of such Advance.

Searches	CMHC shall have received up to date search reports satisfactory to CMHC.
Material Project Documents	All Material Project Documents necessary for the Construction in respect of which such Advance is being made and all prior Construction shall be in place and satisfactory to CMHC and true copies of all Material Project Documents requested by CMHC shall have been provided to CMHC.
Consultants Reports	CMHC shall have received such reports satisfactory to CMHC of Consultants satisfactory to CMHC and addressed to CMHC or supported by reliance letters addressed to CMHC as CMHC requires.
Other Conditions Precedent	CMHC shall have received one or more certificates dated on or just prior to the Closing Date executed by an Authorized Signatory: (i) attaching copies of any Governance Agreements in effect or customarily followed on the Closing Date; (ii) attaching copies of one or more band council resolutions or letters of authorization confirming the matters required in respect of the MLG (when applicable), authorizing the borrowing hereunder, and confirming approval of construction and operation of the Project on the Project Lands; (iii) attaching, where the Borrower is a corporation that is wholly owned by the First Nation, copies of (x) the organization documents, including articles, by-laws, and any shareholder agreement in respect of such Borrower in effect on the Closing Date and (y) copies of the shareholder or director resolutions, authorized subcommittee thereof, or other equivalent body authorizing the execution, delivery and performance of the Loan Documents to which it is a party; (iv) confirming the solvency of the Borrower; (v) confirming that the Borrower received all required co-investment commitments and all required approvals that are contemplated hereby and/or that are necessary in connection with the Project and/ or that may be required by Applicable Laws; and (vi) attaching the names and true specimen of signature for each Authorized Signatory authorized to execute, deliver and perform, as applicable, this Agreement and all other documents to be delivered hereunder.

PART C: CONDITIONS PRECEDENT TO FINAL ADVANCE.

(1) Conditions Precedent to the Final Advance	
Previous Conditions Precedent	All Conditions Precedent specified in Part A and Part B of this Schedule B have been and continue to be satisfied.
Project Completion Attestation	CMHC shall have received a Project Completion Attestation, satisfactory to CMHC.
Completion	The Project Consultant shall have certified to CMHC that Completion has been achieved.
Holdback Periods	All applicable holdback periods under Construction Lien Laws have expired.

EXHIBIT A
BORROWER CERTIFICATE AND FORGIVABLE LOAN ADVANCE NOTICE

TO: CMHC	**BORROWER (S): KWANLIN DÜN FIRST NATION** (together referred to as the "**Borrower**")
DATE:	**GUARANTOR:**
PROJECT: [PROJECT ADDRESS]	**CMHC FILE NO.: 28193894**

I, _____, the_____ of the Borrower, hereby certifies that:

1. I have examined the Loan Documents and made reasonable investigations of corporate records and inquiries of officers and senior personnel of the Borrower and of the Guarantor (if applicable).
2. Terms defined in the Loan Documents have the same meanings when used in this Certificate and Forgivable Loan and Advance Notice.
3. The representations and warranties contained in the Loan Documents are true and correct.
4. There is no Default or an Event of Default.
5. The date of commencement of Construction is _____
6. The estimated date of Completion is _____
7. The Advance Schedule remains accurate.
8. The Borrower hereby requests an Advance under the Forgivable Loan as follows:

   (a) If such Advance **is** a Forgivable Loan Initial Advance:

      (i) Advance Date: _____

      (ii) Forgivable Loan Initial Advance Amount: _____

      (iii) If applicable, Pre-Construction Advance Amount, which forms part of (and is not in addition to) the Forgivable Loan Initial Advance Amounts: _____. The Pre-Construction Advance Amount does not exceed the Pre-Construction Amount Limit.

   (b) If such Advance **is not** a Forgivable Loan Initial Advance:

      (i) Advance Date: _____

      (ii) Forgivable Loan Advance Amount: _____

IF CONSTRUCTION HAS COMMENCED:

9. The Budget is _____.
10. The costs incurred to date in connection with the Construction are _____
11. The estimated costs to achieve Completion are $_____
12. The Cost Overruns in the amount of $_____ have been funded in their entirety.
13. The summary of costs incurred to date in connection with the Construction (on a line-by-line basis, including a listing of accounts payable, Lien Holdbacks, and an HST/GST reconciliation; and identifying whether such costs have been incurred in accordance with the Budget or are Cost Overruns), attached hereto this Certificate and Forgivable Loan and Advance Notice, is complete and accurate.
14. Construction is progressing satisfactorily so as to ensure its timely completion.
15. The Borrower has made all Lien Holdbacks required to date.
16. If the Advance under the Forgivable Loan is not the first Advance under the Loan, then the proceeds of any previous Advance have been expended or are being held in trust solely for the purpose for which they were advanced, and no item of construction costs previously certified to CMHC in connection with such previous Advance remains unpaid as of the date hereof.
17. There are no trade or supplier disputes.
18. All statements contained herein are complete and accurate as of the date hereof.

By: _____

Name:

Title:

Date:

SCHEDULE C
ADVANCE NOTICE

TO: CMHC	**BORROWER (S): KWANLIN DÜN FIRST NATION** (together referred to as the "**Borrower**")
ADVANCE NO.:	**PROJECT: [PROJECT ADDRESS]**
NOTICE DATE:	**CMHC FILE NO.: 28193894**

1 This Advance Notice is delivered pursuant to the loan agreement made as of _____, 20___ between the Borrower and CMHC, and any Guarantor party thereto, as the same has been amended or modified to the date hereof (the "**Agreement**"). All terms used in this Advance Notice have the meanings defined in the Agreement.

2 The Borrower hereby requests an Advance under the Repayable Loan as follows:

(a) Advance Date: _____

(b) Repayable Loan Advance Amount: _____

3 All of the representations and warranties of the Borrower contained in the Loan Documents are true and correct on and as of the date hereof and will be true on the Advance Date as though made on and as of the date hereof and on the Advance Date.

4 All of the Conditions Precedent applicable to the Advance requested hereby have been satisfied.

5 No Default, Event of Default or Material Adverse Change has occurred and is continuing or will have occurred and be continuing on the Advance Date.

KWANLIN DÜN FIRST NATION

By: _____

Name:

Title:

I have the authority to bind the Borrower.

SCHEDULE D
SECURITY DOCUMENTS

For other than Quebec-bad loans (when applicable):

N/A

SCHEDULE E
PROJECT STATUS CERTIFICATE

TO: CMHC	**BORROWER (S): KWANLIN DÜN FIRST NATION** (together referred to as the "**Borrower**")
ELIGIBLE PROPERTIES: [Address]	**COMPLETION DATE: _____ ("Completion Date")**

I, _____, the_____ of Borrower, hereby certify as of _____, 20___:

1. I am familiar with and have examined the provisions of the loan agreement made as of _____, 20___ between the Borrower, as borrower, and CMHC, as lender, as amended to the date hereof (the "**Agreement**") and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Agreement have the same meanings when used in this certificate.

2. The representations and warranties contained in the Agreement are true and correct in all material respects as of the date hereof.

3. No event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, an Event of Default.

4. The Eligible Properties has not been damaged by fire or other casualty and no part of the Eligible Properties has been expropriated and no proceedings therefor are pending.

5. Construction is progressing satisfactorily so as to ensure its timely completion.

6. The estimated date for Completion is _____ and the estimated cost to complete is _____, which does not exceed the aggregate of (i) the undrawn portion of the Loan from CMHC and (ii) any other undrawn capital funding sources for the Eligible Retrofits that CMHC has approved.

7. The requirements of any applicable real property lien legislation, including (i) Construction Lien Laws (including that Borrower has made all required holdbacks with respect to the work completed to date), and (ii) applicable legislation relating to taxes, are being met and nothing has occurred subsequent to the date of the Agreement which has resulted or may result in the creation of any Encumbrance upon the Eligible Properties or any part thereof or which has or may substantially and adversely impair the ability of Borrower to make all payments of principal and interest under the Agreement or which has or may substantially and adversely impair any security interests given in connection therewith.

8. I have reviewed the Advance Schedule provided to CMHC and confirm that it remains accurate as of the date hereof or an updated Advance Schedule has been provided to CMHC in the form required by CMHC.

9. Any and all funds received from CMHC previously as Advances under the Agreement have been expended or are being held in trust solely for the purpose for which they were advanced; no item of construction costs previously certified to CMHC with a request for advance remains unpaid as of the date hereof; further, there are no trade or supplier disputes.

10. The summary of hard costs and soft costs incurred in connection with the Construction to date on a line-by-line basis (including a listing of accounts payable, holdbacks, and an HST/GST reconciliation and a review of cancelled cheques since the prior Advance) and identifying whether such costs have been incurred in accordance with the Budget or are Cost Overruns, is true and accurate in all material respects.

11. Any Cost Overruns that have been incurred in connection with the Construction have been funded in their entirety.

All the statements contained herein are true, complete and accurate in all material respects as of the date hereof.

Dated this _____ day of _____, 20____

By:

Name:

Title:

SCHEDULE F
PROJECT CONSULTANT'S CERTIFICATE

TO: CMHC	**BORROWER (S): KWANLIN DÜN FIRST NATION** (together referred to as the "**Borrower**")
ADVANCE NO.:	**ELIGIBLE PROPERTIES: [Address]**
CERTIFICATE DATE:	**CMHC FILE NO.: 28193894**

Based on my/our professional experience and qualifications and after making such enquiries as I/we have deemed necessary, I/we hereby certify to CMHC as follows:

1. This Certificate is delivered pursuant to the loan agreement made as of _____, 20___ between the Borrower, as borrower, and CMHC, as lender, and any Guarantor party thereto, as amended to the date hereof (the "Agreement"). Terms defined in the Agreement have the same meanings when used in this certificate.

2. I/we have periodically inspected execution of the Construction since the commencement of Construction and last inspected the Eligible Retrofits on _____ (the "Inspection Date").

3. All Permits required as of the date hereof have been obtained and are in force.

4. Construction to and including the Inspection Date has been performed in a good and workmanlike manner (subject to Note 1 below).

5. Construction up to and including the Inspection Date has been performed substantially in accordance with (i) the Plans and Specifications, (ii) the Applicable Laws, including Environmental Laws, and (iii) all required Permits (Subject to Note 1 below).

6. In our opinion, as of the date hereof, the figures set forth below accurately reflect the Construction costs of work completed and the Construction costs of the remaining work required to achieve Completion in accordance with the Plans and Specifications. A report setting out in greater detail those elements comprising the figures set out below is attached hereto and forms part of this Certificate.

   (a) Construction costs of work completed to date: $_____
   (b) Construction costs of remaining work: $_____
   (c) Estimated total Construction costs (a+b): $_____
   (d) Original estimate of total Construction costs: $_____
   (e) Amount of additional costs, if any (c-d): $_____

7. In our opinion, as of the date hereof, the unadvanced portion of the Loan is adequate given the current state of work in place and remaining work required to complete the Construction in accordance with the Plans and Specifications.

8. In our opinion, as of the date hereof, the estimated date of Completion is _____ and the estimated cost of Completion is $_____. Reasons for delay, if applicable, are outlined in the attached Exhibit.

9. I/we have reviewed the Advance Schedule provided to CMHC and confirm that it remains accurate as of the date hereof or an updated Advance Schedule has been provided to CMHC. You may rely upon this Certificate in making the Advance.

[NAME OF PROJECT CONSULTANT] per: _____

Note 1: Cost consultants are not qualified to confirm Energy Consumption and Greenhouse Gas emissions.

SCHEDULE G
PROJECT COMPLETION ATTESTATION

TO: CMHC	**BORROWER (S): KWANLIN DÜN FIRST NATION** (together referred to as the "**Borrower**")
ADVANCE NO.:	**ELIGIBLE PROPERTIES:**
ATTESTATION DATE:	**CMHC FILE NO.: 28193894**

Based on my/our professional experience and qualifications and after making such enquiries as I/we have deemed necessary, I/we hereby certify to CMHC as follows:

1. This attestation is delivered pursuant to the loan agreement made as of _____, 20_____ between the Borrower, as borrower, and CMHC, as lender, and any Guarantor party thereto, as amended to the date hereof (the "**Agreement**"). Terms used in the Agreement have the same meanings when used in this attestation.
2. The Eligible Retrofits were completed as of _____, 20_____ in accordance with the detailed scope of work and, if applicable, the Plans and Specifications.
   (a) Changes to the scope of work and, if applicable, Plans and Specifications approved by CMHC are outlined in the attached Exhibit A (if applicable).
   (b) A revised energy analysis and energy attestation with the changes considered if there is a material impact on the expected reductions in energy consumption and GHG emissions on the Eligible Properties will be provided to CMHC upon request (if applicable).
3. A Substantial Completion Report confirming execution of the Eligible Retrofits by the Borrower has been completed and is attached hereto as Exhibit B and forms part of this attestation.
4. All Permits required as of the date hereof have been obtained and are in force.
5. The Eligible Retrofits have been performed in a good and workmanlike manner (subject to Note 1 below).
6. The Eligible Retrofits have been executed substantially in accordance with Applicable Laws, including Environmental Laws, and all required Permits (Subject to Note 1 below).
7. You may rely upon this attestation in making the final Advance under the Loan.

Note 1: Cost consultants are not qualified to confirm Energy Consumption and Greenhouse Gas emissions.

DATED the _____ <day> of _____ <month>, 20_____ <year>

Name: _____

Designation: _____

Contact Information: _____

EXHIBIT A

The following changes to the Eligible Retrofits have been approved by CMHC and implemented by the Borrower:

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

EXHIBIT B
BORROWER'S SUBSTANTIAL COMPLETION REPORT

TO: CMHC	**BORROWER (S): KWANLIN DÜN FIRST NATION** (together referred to as the "**Borrower**")
ELIGIBLE PROPERTIES:	**COMPLETION DATE:** _____ ("**Completion Date**")

I, _____, the_____ of Borrower, hereby certify as of _____, 20___:

1. I am familiar with and have examined the provisions of the loan agreement made as of _____, 20____ between the Borrower, as borrower, and CMHC, as lender, as amended to the date hereof (the "**Agreement**") and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower. Terms defined in the Agreement have the same meanings when used in this certificate.
2. The representations and warranties contained in the Agreement are true and correct in all material respects as of the date hereof.
3. No event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, an Event of Default.
4. The Eligible Properties have not been damaged by fire or other disaster and no part of the Eligible Properties has been expropriated and no proceedings therefor are pending, nor has there been a disposition involving the withdrawal of the same from participation in the applicable affordability program.
5. The confirmed date of Completion was _____, 20_____.
6. The requirements of any applicable real property lien legislation, including (i) Construction Lien Laws (including that Borrower has made all required holdbacks with respect to the work completed to date), and (ii) applicable legislation relating to Taxes, are being met and nothing has occurred subsequent to the date of the Agreement which has resulted or may result in the creation of any Encumbrance upon the Eligible Properties or any part thereof or which has or may substantially and adversely impair the ability of Borrower to make all payments of principal and interest under the Agreement or which has or may substantially and adversely impair the financial standing of the Guarantor or any security interests given in connection therewith.
7. Any and all funds received from CMHC previously as Advances under the Agreement have been expended or are being held in trust solely for the purpose for which they were advanced; no item of Eligible Retrofit costs previously certified to CMHC with an Advance Notice remains unpaid as of the date hereof; further, there are no trade or supplier disputes.
8. The summary of hard costs and soft costs incurred in connection with the Construction to date on a line-by-line basis (including a listing of accounts payable, holdbacks, and an HST/GST reconciliation and a review of cancelled cheques since the prior Advance) and identifying whether such costs have been incurred in accordance with the Budget or are Cost Overruns, is true and accurate in all material respects.
9. Any Cost Overruns that have been incurred in connection with the Construction have been funded in their entirety.

All the statements contained herein are true, complete and accurate in all material respects as of the date hereof.

DATED the _____ <day> of _____ <month>, 20_____ <year>

Per: _____

Name: _____
Title: _____
Location at the time of signing: _____

SCHEDULE H
ELIGIBLE PROPERTIES AND ELIGIBLE RETROFITS

Eligible Retrofits:

- Foundation Repairs, Waterproofing and Drainage
- Wall, Ceiling, Attic, Floor and Foundation Insulation and Air Sealing
- Windows and Doors
- Electrical Upgrades
- Mechanical Upgrades (Heating and Ventilation) including Cordwood Stoves, Heat Recovery Ventilator (HRV), Bathroom Fans, Rangehood, Make-Up Air and Heat Pump
- Other Repairs Codependent to Eligible Retrofits including Removing and Reinstalling Deck, Stairs, Fencing, Drywall, Painting, Flashing, Finishing and Siding

Eligible Properties:

1. 10 Hanna Cr.
2. 10 Swan Dr.
3. 11 Hanna Cr.
4. 11 Mccandless Cr.
5. 11 Murphy Rd.
6. 11 Swan Dr.
7. 12 Hanna Cr.
8. 13 Swan Dr.
9. 14 Hanna Cr.
10. 14 McCandless Cr.
11. 14A McCrimmon Cr.
12. 14B McCrimmon Cr.
13. 15 Hanna Cr.
14. 15 McCandless Cr.
15. 16A McCandless Cr.
16. 16 Hanna Cr.
17. 16B McCandless Cr.
18. 19 McCrimmon Cr.
19. 19 Swan Dr.
20. 2 Hanna Cr.
21. 21 McCrimmon Cr.
22. 23 O'Brien Rd.
23. 24 McCrimmon Cr.
24. 25 Murphy Rd.
25. 26 McCandless Cr.
26. 26 McCrimmon Cr
27. 27 Hanna Cr
28. 27 Murphy Rd
29. 28 McCandless Cr
30. 28 McCrimmon St
31. 29 McCrimmon St
32. 3 McCandless Cr
33. 3 O'Brien Pl
34. 3 Swan Dr
35. 30 McCandless Cr
36. 32 Mccandless Cr
37. 33 Murphy Rd
38. 33A Hanna Cr
39. 33B Hanna Cr
40. 35 Murphy Rd
41. 36 Hanna Cr
42. 36 McCandless Cr
43. 37 Hanna Cr
44. 37 Murphy Rd
45. 38 McCandless Cr
46. 38 Murphy Rd
47. 39 McCandless Cr
48. 39 Murphy Rd
49. 4 Crow St
50. 40 Hanna Cr
51. 40 McCandless Cr
52. 41 Hanna Cr
53. 41 McCandless Cr
54. 41 McCrimmon Cr
55. 43 Murphy Rd
56. 44 McCandless Cr
57. 44 Murphy Rd
58. 45 Hanna Cr
59. 45 Murphy Rd
60. 46 McCandless Cr
61. 47 Murphy Rd
62. 48 Hanna Cr
63. 49 Murphy Rd
64. 5 O'Brien Rd
65. 5 Swan Dr
66. 52 Hanna Cr
67. 56A Murphy Rd
68. 56B Murphy Rd
69. 57 McIntyre Rd
70. 58 Murphy Rd
71. 6 Crow St
72. 61 Murphy Rd
73. 62 McIntyre Dr
74. 62 Murphy Rd
75. 64 McIntyre Dr
76. 65 Murphy Rd
77. 66 Murphy Rd
78. 67 Murphy Rd
79. 68 Murphy Rd
80. 70 Murphy Rd
81. 71 Murphy Rd
82. 72 Murphy Rd
83. 73 Murphy Rd
84. 75 Murphy Rd
85. 76 Murphy Rd
86. 77 Long Lake Rd
87. 78 McClennan Rd
88. 8 Hanna Cr
89. 8 Swan Dr
90. 82 McClennan Rd
91. 84 McClennan Rd
92. 85 McClennan Dr
93. 86 McClennan Rd
94. 87 Mclennan Rd
95. 88 McClennan Rd
96. 89 McClennan Rd
97. 9 Hanna Cr
98. 9 Mccandless Cr
99. 9 Murphy Rd
100. 9 Swan Dr