

***Instructions:*** If there are one or more sub-leases in place, each tenant, sub-tenant and further inferior tenant which is an Impacted Tenant (as defined by the CECRA Program) must provide this attestation. Further, a Rent Reduction Agreement must be entered into with respect to each lease and sub-lease in order to ensure that the benefits under the CECRA Program are allocated to the appropriate party.

## TENANT'S OR SUB-TENANT'S ATTESTATION

**TO:** Canada Mortgage and Housing Corporation, as agent for and on behalf of the Government of Canada ("CMHC")

**RE:** Application for Canada Emergency Commercial Rent Assistance Program (the "CECRA Program") in respect of the relevant Property

The Impacted Tenant<sup>1</sup> hereby declares and confirms the following on the express understanding that CMHC is relying on this Attestation in making a determination of eligibility of the Impacted Tenant under the CECRA Program:

1. If the relevant lease in respect of the Property is not a sub-lease, the Impacted Tenant hereby makes the attestations in Part A and Part D below.
2. If the relevant lease in respect of the Property is a sub-lease and the Impacted Tenant is a sub-landlord, it hereby makes the attestations in Part A, Part B and Part D below.
3. If the relevant lease in respect of the Property is a sub-lease and the Impacted Tenant is a sub-tenant, it hereby makes the attestations in Part C and Part D below.

### PART A (head tenants)

4. The Impacted Tenant leases all or a portion of the Property from the Property Owner, as landlord, pursuant to a lease.<sup>2</sup> The current term of the lease is set to expire later than August 31, 2020, and the Impacted Tenant is committed to the lease and its duration.

### PART B (sub-landlords)

5. The Impacted Tenant sub-leases all or a portion of the head lease premises to one or more sub-tenant(s), pursuant to a sub-lease agreement. The current term of the sub-lease is set to expire later than August 31, 2020.
6. If the Impacted Tenant and the sub-tenant are not at arm's length<sup>3</sup> from each other: (i) the sub-lease is on fair market terms; (ii) the total gross rent payable under such sub-lease is no higher than fair market rent; and (iii) the sub-lease has not been created or amended after April 1, 2020.

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<sup>1</sup> Insert full legal name of tenant or sub-tenant.

<sup>2</sup> Note that in this form, the concept of lease and all related concepts are used broadly to include the concept of licence and all related concepts. Accordingly, the word "lease" includes "licence", "sub-lease" includes "sub-licence", "tenant" includes "licensee", "sub-tenant" includes "sub-licensee", "landlord" includes "licensor", "sub-landlord" includes "sub-licensor", and so on.

<sup>3</sup> Two parties are not at arm's length where any of the following circumstances apply: (i) they are individuals related by blood relationship, marriage or common-law partnership or adoption; (ii) they are a corporation and an individual with a controlling interest in that corporation; (iii) they are a corporation and an individual related to an individual with a controlling interest in that corporation; (iv) they are two affiliated corporations; or (v) they are otherwise 'related' as that term is described in the *Income Tax Act* (Canada).

## PART C (sub-tenants)

7. The Impacted Tenant sub-leases all or a portion of the head lease premises from a sub-landlord pursuant to a sub-lease agreement. The current term of the sub-lease is set to expire later than August 31, 2020. The Impacted Tenant is committed to the sub-lease and its duration.

## PART D (all parties)

8. The Impacted Tenant has entered into a binding rent reduction agreement with its landlord, sub-landlord, or sub-tenant, as the case may be, in a form compliant with applicable CECRA Program requirements.
9. The gross monthly rent amounts for the months of April, 2020, May, 2020, and June, 2020, calculated in accordance with the CECRA Program requirements, are fully and accurately set forth in the rent reduction agreement.
10. The Impacted Tenant does not pay monthly gross rent in excess of \$50,000.00 in connection with the Property.
11. The Impacted Tenant does not generate gross annual revenues in excess of \$20,000,000.00.
12. To the best of its knowledge, based on available information, the Impacted Tenant is experiencing and/or has experienced financial hardship evidenced by a decline in gross monthly revenues of at least 70% from pre-COVID-19 Emergency revenues, as determined by comparing the average gross monthly revenues in April, May and June 2020 to: (a) the corresponding months in 2019; or (b) where the Impacted Tenant is a new business and was not in operations during 2019, average revenues for January and February 2020.<sup>4</sup>
13. CMHC may review any documents, records or information pertaining to the Impacted Tenant's Attestation and obligations under the CECRA Program requirements.
14. The Impacted Tenant has investigated and, where possible, made application for, available non-repayable proceeds of any other government programs targeted at commercial rent assistance instituted in response to the COVID-19 Emergency ("**Rent Relief Programs**"). The Impacted Tenant has pursued any insurance proceeds available to it in respect of any impairment of rental revenue or rental payment obligations, as applicable ("**Rental Insurance**" and together with Rent Relief Programs, "**Other Funding Sources**"). All non-repayable amounts received or receivable by the Impacted Tenant from Rent Relief Programs and Rental Insurance have been disclosed to the Property Owner. The Impacted Tenant agrees to notify CMHC if it receives further amounts from Other Funding Sources.
15. The Impacted Tenant is not the subject of any actual or pending insolvency proceeding and has not made any filing for relief or protection under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any other bankruptcy or insolvency legislation of any jurisdiction.
16. The Impacted Tenant is not and is not controlled by an individual holding federal or provincial political office. The Impacted Tenant is not and is not owned by any person that promotes violence, incites hatred, or discriminates on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital

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<sup>4</sup> Where the Impacted Tenant is a registered charity or not-for-profit organization, the calculation must exclude revenues from persons who are not at arm's length from the Impacted Tenant. Registered charities and not-for-profit organizations may elect whether or not to include revenue from government sources as part of the calculation.

status, family status, genetic characteristics, disability or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered; provided that the foregoing statement does not apply, in the case of any Impacted Tenant that is a publicly-listed company, to any person that holds publicly listed securities in the Impacted Tenant that do not constitute a controlling interest (or to the ultimate parent of that person). No portion of the Impacted Tenant's premises is used for any activity or undertaking which is criminal in nature.

17. The Impacted Tenant makes and confirms the **Integrity Declaration** attached hereto as Appendix A.
18. It is the express wish of the undersigned that this Attestation be drafted in English. *Le soussigné a exigé que cette attestation soit rédigée en langue anglaise.*
19. All of the terms and provisions of this Attestation shall survive and remain in full force and effect in accordance with their terms, notwithstanding the performance or termination of the Agreement (including the terms and conditions included therein) or the repayment, satisfaction or discharge of all obligations under the Agreement (including the terms and conditions included therein) and the CECRA Program.
20. Any notice required or permitted to be made to the Impacted Tenant pursuant to this Attestation or the CECRA Program shall be sufficiently given if delivered by electronic transmission at the email address below, by personal delivery or by regular mail to the Impacted Tenant at the Property.

The Impacted Tenant acknowledges that providing false or misleading information to CMHC on this Attestation (including the Integrity Declaration attached hereto as Appendix A) or otherwise in connection herewith may result in a determination by CMHC that the Impacted Tenant is not eligible to receive financial or other benefits through CMHC and may expose the Impacted Tenant to remedies under the Agreement and at law to recover any benefits obtained. In the event that, between the date of this Attestation and December 31, 2020, this Attestation or anything contained herein should become untrue in any material respect, the Impacted Tenant shall disclose the same to CMHC through the CECRA Program administrator.

*[signature page follows]*

The Impacted Tenant hereby gives its consent to the collection, use, disclosure, retention, handling and processing of its personal information by CMHC or its third-party service providers with respect to determining its eligibility or receipt of benefits from CMHC under the CECRA Program. The Impacted Tenant's information may be shared with other organizations in accordance with the Privacy Notice set forth in the CECRA Application Terms and Conditions and in accordance with the consistent use of information under the *Privacy Act*. Under the provisions of the *Privacy Act* and the *Access to Information Act*, the Impacted Tenant has the right to protection of and access of its personal information. For further information, please review our privacy policy located on the CECRA Program website. For questions or comments regarding this consent request or to access, update or correct personal information provided hereunder, use the contact information provided on the CECRA program website.

<b>BY:</b>	<b><i>Sign here / insert e-signature:</i></b>	
	<b>Legal Name of Impacted Tenant:</b>	
	<b>Name of Signatory:</b>	
	<b>Date:</b>	
	<b>Address of Property:</b>	
	<b>City/Town:</b>	<b>Province:</b>
	<b>Email:</b>	

## APPENDIX A

### INTEGRITY DECLARATION

CMHC wishes to ensure that due consideration is given to the integrity of persons and entities obtaining benefits under the CECRA Program and, further, that due consideration is to be given to the effect that a proposed transaction or business relation would have on CMHC's reputation or the reputation of the Government of Canada, and the ability to attract and retain other persons or entities to use CMHC's programs and services. Accordingly, the Impacted Tenant is required to complete this Integrity Declaration prior to, and to remain eligible for, receipt of benefits from CMHC under the CECRA Program.

The Impacted Tenant hereby declares<sup>5</sup> and confirms the following on the express understanding that CMHC is relying on this Declaration (among other elements) in making a determination of eligibility of the Impacted Tenant to be provided with benefits under the CECRA Program:

- (a) the Impacted Tenant and its affiliates<sup>6</sup> have not, under Canadian (including federal, provincial or territorial), foreign or international laws, been convicted of any crime or penal or regulatory offence in relation to any financial matters such as but not limited to forgery, fraud, bribery, corruption, international sanctions, taxation or money laundering; and further, the Impacted Tenant and its affiliates are not under criminal prosecution for such offenses;
- (b) the Impacted Tenant and its affiliates have not previously been declared by the Government of Canada or any provincial, territorial or local government in Canada to be ineligible to do business with such government, including under the Government of Canada's Integrity Regime;<sup>7</sup>
- (c) there are no facts known or which ought reasonably to be known by the Impacted Tenant, which, in the opinion of the Impacted Tenant, acting reasonably, could give rise to CMHC having a concern with:
  - (i) entering into and/or maintaining a business relationship with the Impacted Tenant; or
  - (ii) the Impacted Tenant's integrity; and
- (d) the Impacted Tenant has fully disclosed to CMHC all information that may be relevant to the determination by CMHC of the Impacted Tenant's integrity.

For the duration of its business relationship with CMHC under the CECRA Program, the Impacted Tenant agrees to and shall immediately inform CMHC of any change in circumstances which would thereafter prevent the Impacted Tenant from maintaining this Integrity Declaration.

If the Impacted Tenant is not an individual, then the Impacted Tenant hereby declares and confirms the matters in (a) to (d) above in respect of each of its directors, officers, members, shareholders and beneficial owners; provided that the matters in (a) to (d) above do not apply to any person that holds publicly listed securities in the Impacted Tenant that do not constitute a controlling interest (or to the ultimate parent of that person).

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<sup>5</sup> If for any reason you are unable to make this Integrity Declaration, you must explain why. Your explanation must be provided in a separate document to be included with this Form. CMHC may request additional information from you. You authorize CMHC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility.

<sup>6</sup> An affiliate of the Impacted Tenant is another person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Impacted Tenant.

<sup>7</sup> The Government of Canada's Integrity Regime which can be accessed at: <https://www.tpsgc-pwgsc.gc.ca/ci-if/ci-if-eng.html>.