

## PROPERTY OWNER'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 Property Owner 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 Property Owner to be provided with financial assistance or other benefits:

1. The Property Owner is the registered owner,<sup>1</sup> ground lessee, emphyteuta, superficiary or usufructuary of the Property and generates rental revenue from the Property relating to commercial leases.<sup>2</sup>
2. There is at least one tenant or sub-tenant of the Property which, to the Property Owner's knowledge, acting reasonably and without investigation, is eligible to receive benefits under and subject to CECRA Program requirements (an "**Impacted Tenant**").
3. If the Property Owner and any of its Impacted Tenants are not at arm's length<sup>3</sup> from each other: (i) the lease<sup>4</sup> (or sub-lease) to the Impacted Tenant is on fair market terms; (ii) the total gross rent payable under such lease is no higher than fair market rent; and (iii) such lease has not been created or amended after April 1, 2020.
4. The Property Owner has no knowledge, acting reasonably and without investigation, of any falsehood or misrepresentation contained in the Tenant Attestation(s) submitted by Impacted Tenant(s) in connection with the Agreement.
5. The Property Owner will carry on, maintain and conduct its business in accordance with good business practices and prudent cash flow measures.
6. The Property Owner has investigated and, where possible, made application for, all 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 Property Owner has sought to obtain any insurance proceeds available to it in respect of any impairment of the rental revenue from the Property ("**Rental**").

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<sup>1</sup> "Registered" ownership means registered in the applicable land titles registry in the relevant jurisdiction, including registries maintained by federal government in respect of Crown lands, lands in a reserve governed by the *Indian Act* (Canada) or the *First Nation Land Management Act* (Canada), as well as registries maintained in an Indigenous Peoples' land registry established in accordance with applicable laws or treaties. "Registered" in respect of a lease also means a leasehold interest in lands in a reserve governed by the *Indian Act* (Canada) that are not registered in a particular registry, provided that it is authorized and granted expressly in accordance with the terms and conditions of the *Indian Act* (Canada).

<sup>2</sup> If the Property Owner is a ground lessee, emphyteuta, superficiary or usufructuary, the applicable ground lease, emphyteusis, right of superficies or usufruct or notice thereof, is registered on title to the Property. If the Property Owner holds the Property in trust or as nominee, agent or mandatary for one or more beneficial owners other than the Property Owner, the Property Owner is duly authorized under the terms of such trust, nominee agreement or mandate to submit its application to the CECRA Program and enter into the Agreement. All of the information in the Agreement is true and accurate, and if the Property Owner is comprised of more than one party, the party making this attestation is duly authorized to enter into the Agreement on the Property Owner's behalf.

<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).

<sup>4</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.

**Insurance**” and together with Rent Relief Programs, “**Other Funding Sources**”). All non-repayable amounts received or receivable by the Property Owner from Rent Relief Programs and Rental Insurance have been disclosed to CMHC as part its CECRA Program application. The Property Owner acknowledges its obligations to (i) notify CMHC if it receives further amounts from Other Funding Sources and (ii) to pay some or all of such amounts to CMHC in accordance with the terms and conditions of the Agreement.

7. The Property Owner has entered into a binding rent reduction agreement with each Impacted Tenant in a form compliant with applicable the CECRA Program requirements and has submitted a copy of each such agreement together with the Agreement. The applicable 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 each such rent reduction agreement.
8. The Property Owner has (or the applicable beneficial owners have) declared commercial rental revenue from the Property on tax returns for tax years 2018 and/or 2019, or the Property has commenced generating commercial rental revenue in 2020.
9. The Property Owner is not, and will not be due to participating in the CECRA Program, in violation of any law or any agreement to which it or its business, assets or the Property are subject, and in particular it has obtained any consents that may be required from its lenders, pursuant to the terms of any financing agreements that it is party to, in respect of it entering the Agreement, entering the rent reduction agreement and granting this Attestation.
10. The Agreement accurately discloses, with respect to the each Impacted Tenant’s lease or sub-lease, the (i) gross monthly rent amounts, calculated in accordance with the CECRA Program requirements, (ii) net annual rental rate per square foot (if applicable), and (iii) the rentable area of the premises, in each case for the months of April, 2020, May, 2020, and June, 2020.
11. A copy of the rent roll for the Property current as of June 1, 2020, or, if same has not yet become available, then a copy of the current rent roll for the Property, has been provided to CMHC as part of the Property Owner’s CECRA Program application.
12. The Property Owner 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.
13. The Property Owner is not and is not controlled by an individual holding federal or provincial political office. The Property Owner 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 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 Property Owner that is a publicly-listed company, to any person that holds publicly listed securities in the Property Owner that do not constitute a controlling interest (or to the ultimate parent of that person). To the Property Owner’s knowledge, acting reasonably and without investigation, no portion of the Property is used for any activity or undertaking which is criminal in nature.
14. The Property is not owned, in whole or in part, by the federal, a provincial, or a municipal government, except:

- a. if the Property Owner is a First Nation or an Indigenous organization or government which is the lessee of the Property pursuant to a ground lease or similar long-term lease from such government to administer the Property;
  - b. if the Property Owner is the lessee of the Property pursuant to a ground lease or similar long-term lease from such government to operate the Property (such as a lease to an airport);
  - c. if the Property Owner is a crown corporation with limited appropriations designated as eligible for the CECRA Program by CMHC; or
  - d. if, for greater certainty, the Property Owner is a post-secondary institution, hospital, or pension fund.
15. The Property Owner makes and confirms the **Integrity Declaration** attached hereto as Appendix A.
  16. 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.*
  17. 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.

The Property Owner 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 Property Owner is not eligible to receive financial or other benefits through CMHC and may expose the Property Owner 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 Property Owner shall disclose the same to CMHC.

*[signature page follows]*

The Property Owner 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 financial assistance or other benefits from CMHC under the CECRA Program. The Property Owner's information may be shared with other organizations in accordance 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 Property Owner 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 Property Owner:</b>
	<b>Name of Signatory:</b>
	<b>Date:</b>
	<b>Address of Property:</b>
	<b>City/Town</b> <span style="float: right;"><b>Province:</b></span>
	<b>Email:</b>

## APPENDIX A

### INTEGRITY DECLARATION

CMHC wishes to ensure that due consideration is given to the integrity of persons and entities applying for financial assistance or any other 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 Property Owner is required to complete this Integrity Declaration prior to, and to remain eligible for, receipt of financial assistance or other benefits from CMHC under the CECRA Program.

Property Owner 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 Property Owner to be provided with financial assistance or other benefits under the CECRA Program:

- (a) the Property Owner 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 Property Owner and its affiliates are not under criminal prosecution for such offenses;
- (b) the Property Owner 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 Property Owner, which, in the opinion of the Property Owner, acting reasonably, could give rise to CMHC having a concern with:
  - (i) entering into and/or maintaining a business relationship with the Property Owner; or
  - (ii) the Property Owner's integrity; and
- (d) the Property Owner has fully disclosed to CMHC all information that may be relevant to the determination by CMHC of the Property Owner's integrity.

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

If (i) the Property Owner is not an individual, then the Property Owner hereby declares and confirms the matters in (a) to (d) above in respect of each of its directors, officers, members, shareholders and beneficial owners; and (ii) the Property Owner holds the Property in trust or as nominee, agent or mandatary for one or more beneficial owners other than the Property Owner, then the Property Owner hereby declares and confirms the matters in (a) to (d) above in respect of such beneficial owners; provided that in each case of clauses (i) and (ii), the matters in (a) to (d) above do not apply to any person that holds publicly listed securities in the Property Owner 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 Property Owner 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 Property Owner.

<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>.