

This is **Exhibit "I"** referred to in the Affidavit No. 4 of Peter Melynychuk sworn before me at the City of Calgary, in the Province of Alberta this 3 day of June, 2021.

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Commissioner for Oaths in and for the  
Province of Alberta

**NATASHA DOELMAN**  
BARRISTER & SOLICITOR

GYMVMT

HER  
GYMVMT

Bankers Hall  
Club

CLUBFIT

June 22, 2020

Mr. Jeffrey Baker  
TESLIN INVESTMENTS LTD.

Via email: [jeffbaker@telus.net](mailto:jeffbaker@telus.net)  
cc: Dave Brown [dave@coremanagement.ca](mailto:dave@coremanagement.ca)

Dear Jeff and Dave,

**Re: CLUBFIT Glenora Rent Relief Proposal**

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Thank you both for taking the time to connect over the phone. Again, we offer our appreciation for your patience during the past three months as we navigated through the COVID19 pandemic.

As discussed, we plan to reopen all our fitness clubs on June 26<sup>th</sup> and welcome back our staff and members. Once we are back in operation, we expect our revenues will be lower due to membership cancellations, loyalty credits and limited capacity to meet mandated social distancing requirements.

We have checked with our professional advisors and received feedback from CMHC that we meet the eligibility requirements for the Canada Emergency Commercial Rent Assistance (CECRA). Since the start of COVID-19, we have taken all possible actions to help our financial situation. Despite our best efforts, we require this assistance to meet our rent obligations.

At this time during the mandated closure, we have paid the following rents representing 25% gross rents:

- April 2020 \$9,443.45 - May 2020 \$9,443.45 - June 2020 \$9,443.45

At this time, we propose the following rent relief plan and look to you for guidance once you file for CECRA.

- As our landlord, you would apply for CECRA and under the terms of the program reduce the gross rent retroactively by 75% for the months of April and May and June.
- WHN LP pays 50% gross rent for the months of July, August and September 2020
- WHN LP pays 100% gross rent for months October, November and December 2020
- Deferred repayment of 50% gross rents for July, August and September to be paid starting in 2021 and amortized over the course of the of the lease, interest free, based on the assumption that we sign a long term agreement.
- Should the CECRA program be extended, we will continue to pay the 50% gross rents for July, August and September, with the excess amount of 25% to be applied towards deferred amounts owing.

We value your understanding and will make every effort to work towards a mutual agreement.

I look forward to hearing from you.

Sincerely,



Peter Melnychuk  
Chief Executive Officer

INTERNATIONAL FITNESS HOLDINGS  
7222 EDMONTON BLVD. NW  
CALGARY, ALBERTA, CANADA  
T3A 2X7

T: 1.866.278.4131

IFHINC.CA

DS  
PM

This is **Exhibit "J"** referred to in the Affidavit No. 4 of Peter Melynychuk sworn before me at the City of Calgary, in the Province of Alberta this 3 day of June, 2021.

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Commissioner for Oaths in and for the  
Province of Alberta

**NATASHA DOELMAN**  
BARRISTER & SOLICITOR

**From:** [Dave Brown](#)  
**To:** [Nadine Smith-Payne](#)  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal  
**Date:** Thursday, July 23, 2020 11:14:50 AM  
**Attachments:** [7-22-2020-RentReductionAgreement.docx](#)  
[forgivable-loan-agreement-terms-conditions-en.pdf](#)  
[TenantsorSubtenantsAttestationEN.pdf](#)

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Hello Nadine, thank you for the follow up.

The landlord is still considering CECRA. To facilitate the process, please confirm the accuracy of the attached rent reduction agreement, sign it, along with the tenant attestation form, and submit both to my attention.

I'll advise once the landlord has made a final decision.

Any questions, please feel free to call.

Take care,  
Dave

---

**From:** Nadine Smith-Payne <npayne@ifhinc.ca>  
**Sent:** Monday, July 20, 2020 4:58 PM  
**To:** Dave Brown <dave@coremanagement.ca>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dave,

Touching base to see if you have heard back from Jeff?

Will you be applying for CECRA?

Look forward to hearing from you.

Kind regards,

**Nadine Smith-Payne**  
Real Estate / Project Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**  
HEAD OFFICE

DS  
PM

7222 Edgemont Boulevard NW  
Calgary, AB T3A 2X7  
D: 587-585-1654  
E: [npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)  
[www.ifhinc.ca](http://www.ifhinc.ca)

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**From:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>

**Sent:** July 9, 2020 4:29 PM

**To:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>

**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

Hi Nadine, yes, I can chat then. Feel free to call me – 780.651.1577

Cheers,  
Dave

---

**From:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>

**Sent:** Thursday, July 9, 2020 3:45 PM

**To:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>

**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dave,

Could we schedule a call with you to discuss further. Are you free tomorrow at 1pm for a call?

Thank you.

Kind regards,

**Nadine Smith-Payne**

Real Estate / Project Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**

HEAD OFFICE

7222 Edgemont Boulevard NW

Calgary, AB T3A 2X7

D: 587-585-1654

E: [npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)  
[www.ifhinc.ca](http://www.ifhinc.ca)

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**From:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Sent:** July 7, 2020 9:25 AM  
**To:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>; Peter Melnychuk <[pmelnynchuk@ifhinc.ca](mailto:pmelnynchuk@ifhinc.ca)>  
**Cc:** [jeffbaker@telus.net](mailto:jeffbaker@telus.net)  
**Subject:** FW: CLUBFIT Glenora Rent Relief Proposal

Dear Peter and Nadine, following up on the previous email, we would like to confirm your intent to pay the rental amounts owed, as stipulated below.

We will continue to look into whether CECRA is a viable option for the landlord, but until then, we appreciate your attention to providing a schedule of payments to address the outstanding rent currently owed.

Once you can provide this payment schedule, and further evidence of your ability to stay financially solvent through the impact of Covid, the landlord will look at signing a lease renewal.

We look forward to hearing from you shortly.

Take care,  
Dave

---

**From:** Dave Brown  
**Sent:** Thursday, July 2, 2020 8:34 AM  
**To:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>; 'jeffbaker@telus.net' <[jeffbaker@telus.net](mailto:jeffbaker@telus.net)>  
**Cc:** Peter Melnychuk <[pmelnynchuk@ifhinc.ca](mailto:pmelnynchuk@ifhinc.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

Hello Peter and Nadine, I hope you had a nice break for Canada Day.

Thank you again for the encouraging update regarding your Glenora location. We're happy to see that you will be able to open soon and continue to serve the community.

Jeff and I are investigating CECRA funding and will advise on that once we have additional information.

Regarding current rent, please remit 50% of the full monthly rental amount for July 2020. This can be adjusted depending on the potential application/extension of CECRA, but for now, we appreciate your offer to pay 50% of the rent due.

Additionally, please also note that, as per our email of April 14, 2020, we stipulated a payback period for the initial 25% deferral that was agreed to: "The payback period for the 25% deferred rent [from April, May, and June 2020] will commence October 1, 2020 and will be spread equally over 6 months. Thus, the full amount will be repaid on or before March 1, 2021. Please note that failure to remit any of the repayment installments will trigger all of the payments to become due and payable immediately."

Finally, your attached proposal references paying back the 50% deferral for July – Sept. over the course of the next lease; however, that is too long. Please adjust your repayment schedule to have this full amount repaid at a sooner date and by no later than June 30, 2021.

These deferral repayments will need to be accounted for in your re-opening projections and we appreciate confirmation that we will receive these funds accordingly. Please forward confirmation of this, as well as an updated repayment schedule reflecting the amounts owed and the payments to be received in each corresponding month until full repayment has been achieved.

Payment can now be sent to our office:

1250, 5555 Calgary Tr. NW  
Edmonton, AB  
T6H 5P9

Any questions, please feel free to call.

Thank you and take care,  
Dave

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**From:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Sent:** Monday, June 22, 2020 7:50 PM  
**To:** 'jeffbaker@telus.net' <[jeffbaker@telus.net](mailto:jeffbaker@telus.net)>; Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Cc:** Peter Melnychuk <[pmelnchuk@ifhinc.ca](mailto:pmelnchuk@ifhinc.ca)>  
**Subject:** CLUBFIT Glenora Rent Relief Proposal

Hello Jeff and Dave,

Thanks for taking the time today to chat with Peter and I. As promised, attached is the rent relief proposal that we discussed.

We look forward to hearing from you.

Kind regards,

**Nadine Smith-Payne**

Real Estate / Project Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**

HEAD OFFICE

7222 Edgemont Boulevard NW

Calgary, AB T3A 2X7

D: 587-585-1654

E: [npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)

[www.ifhinc.ca](http://www.ifhinc.ca)

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## RENT REDUCTION AGREEMENT

**NOTE:** This Sample Rent Reduction Agreement is provided to assist meeting the CECRA program requirements. It is your responsibility to ensure that this document is appropriate in your circumstances and meets the legal requirements of your jurisdiction, and that you have obtained any necessary legal advice.

Dated the \_\_\_\_ day of \_\_\_\_\_, 2020.

**WHEREAS** Jeffrey Baker, on Behalf of Teslin Investments Joint Venture, as lessor, (the “**Landlord**”) has entered into a lease dated August 1, 2021 (the “**Lease**”) with World Health Edmonton Inc., as lessee (the “**Tenant**”).

**AND WHEREAS** the Landlord (or the applicable head landlord) intends to apply or has applied to the Canada Emergency Commercial Rent Assistance program (“**CECRA**”).

**AND WHEREAS** the Landlord and the Tenant wish to enter into this Rent Reduction Agreement to amend the Lease in accordance with CECRA program requirements.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Landlord and Tenant agree as follows:

1. This Rent Reduction Agreement is conditional upon final approval of the application to CECRA made by the Landlord (or the applicable head landlord) (the “**Application**”). Upon final approval of the Application, this Rent Reduction Agreement shall automatically become binding and effective. For greater certainty, this Rent Reduction Agreement shall have no force and effect unless and until the date on which the Application to CECRA has received final approval (the “**Effective Date**”).
2. The term “Lease”<sup>1</sup> as defined above and used herein means that agreement, regardless of how the parties may have described it (and may include a sub-lease), and any reference to the term “rent” when used in any context in this Rent Reduction Agreement means the corresponding payments by the Tenant to the Landlord for the use and occupancy of the premises under that agreement.
3. This Rent Reduction Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

**Section 4(a) applies where this Rent Reduction Agreement is made (1) between a landlord and a tenant which is an Impacted Tenant,<sup>2</sup> and (2) between a sub-landlord and sub-tenant which is an Impacted Tenant**

4. (a) The Landlord hereby grants forgiveness of 75% of the Tenant’s total aggregate Adjusted Rent<sup>3</sup> otherwise payable to the Landlord by the Tenant under the Lease in respect of the months (the “**Target Months**”) of April, May and June, 2020 (the “**Contract Rent for the Target Months**”), and the Contract Rent for the Target Months is hereby reduced accordingly. The Landlord and Tenant agree and acknowledge that the Contract Rent for the Target Months on a monthly basis and the Tenant’s Reduced Rent are as set forth in the table below:

	Monthly Contract Rent for the Target Months	Monthly Tenant’s Reduced Rent
<b>April, 2020</b>	\$37,773.80	\$9,443.45
<b>May, 2020</b>	\$37,773.80	\$9,443.45

<sup>1</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>2</sup> As such term is defined under CECRA.

<sup>3</sup> Adjusted Rent means the total aggregate gross rent payable pursuant to the Lease in respect of the Target Months by the Tenant to the Landlord, without considering any rent deferral or reduction agreement, minus a *pro rata* portion of (i) insurance proceeds available to the Tenant in respect of any business interruption or similar insurance coverage, if any, and (ii) non-repayable proceeds of any federal or provincial government programs (other than CECRA) targeted at commercial rent assistance instituted in response to the COVID-19 Emergency, if any, received or receivable by the Tenant in respect of the Target Months.

	Monthly Contract Rent for the Target Months	Monthly Tenant's Reduced Rent
June, 2020	\$37,773.80	\$9,443.45

**Section 4(b) applies where this Rent Reduction Agreement is made between a landlord and a tenant, where that tenant is not an Impacted Tenant and has granted a sub-lease to a sub-tenant which is an Impacted Tenant NA**

(b) Notwithstanding paragraph (a) above, if this Rent Reduction Agreement is entered into between a sub-landlord (as the "Tenant" party) which is not an Impacted Tenant and its landlord (as the "Landlord" party), then Section 4(a) shall not apply, and this Section 4(b) shall apply instead. The Landlord hereby grants forgiveness of a portion of the rent payable by the Tenant to the Landlord under the Lease in respect of the months (the "**Target Months**") of April, May and June, 2020 (the "**Contract Rent for the Target Months**") in an amount which is equal to \_\_\_\_% **[at least 75%]** of the total aggregate gross rent, including any deferred gross rent, otherwise payable to the Tenant by the Tenant's sub-tenants<sup>4</sup> in respect of the Target Months, and the Contract Rent for the Target Months is hereby reduced accordingly. The Landlord and Tenant agree and acknowledge that the Contract Rent for the Target Months on a monthly basis and the Tenant's Reduced Rent are as set forth in the table below:

	Monthly Contract Rent for the Target Months	Monthly Tenant's Reduced Rent
April, 2020	\$	\$
May, 2020	\$	\$
June, 2020	\$	\$

5. The Tenant remains liable for and, subject to Section 6 of this Rent Reduction Agreement, shall pay all rent that has not been reduced and forgiven (the "**Tenant's Reduced Rent**") in accordance with the requirements of the Lease.
6. If the Tenant has already paid rent in excess of the amount of the Tenant's Reduced Rent for the Target Months, then the Landlord and Tenant agree as follows at the Tenant's choice (provided that option A below shall not be available where the Lease is a sub-lease):
  - A.  the Landlord will grant the Tenant a reimbursement of the excess amount from the proceeds of the CECRA forgivable loan;
  - OR**
  - B.  the Landlord will grant the Tenant a credit of the excess amount to be applied against rent next coming due.
7. If the Tenant has not paid all or any part of the Tenant's Reduced Rent for the Target Months accruing due prior to the Effective Date, the Tenant will pay such unpaid amount to the Landlord within thirty (30) days after the Effective Date or such later date as may be agreed by the Landlord and the Tenant.
8. If the Landlord and Tenant have entered into a prior binding agreement for the reduction of any amount of the Contract Rent for the Target Months, such prior agreement is hereby confirmed and restated, or amended, as applicable, so that the reduction contemplated therein is made upon and subject to the terms of this Rent Reduction Agreement, with any such reduction being included in the amount of the reduction and forgiveness provided for in Section 4 of this Rent Reduction Agreement. In the event of any conflict between the terms of any such prior agreement and this Rent Reduction Agreement, the latter shall prevail.

<sup>4</sup> Provided such sub-tenants are Impacted Tenants and have entered into rent reduction agreements compliant with CECRA requirements.

9. Subject only to Section 11, the Landlord acknowledges that the rent that is forgiven and reduced by this Rent Reduction Agreement will never be recoverable by the Landlord, and accordingly the Landlord shall not attempt to use any means or mechanisms whatsoever, direct or indirect, to recover such reduced and forgiven amounts. For example, but without limiting the generality of the foregoing, if the Landlord is entitled or obligated under the Lease to perform a rent reconciliation in respect of the year 2020 and such reconciliation results in a credit to the Landlord, the portion of such credit attributable to the Target Months shall also be reduced in proportion to the applicable reduction and forgiveness provided for in Section 4 of this Rent Reduction Agreement.
10. During the period from the commencement of the Target Months until the date on which the Tenant is no longer receiving any rent reduction or forgiveness or rent credit under this Rent Reduction Agreement (the "**Suspension Period**"), the Landlord shall not serve the Tenant with any default notice or seek to effect or proceed with an eviction, where the basis for such default notice or eviction is a Lease default in which the Tenant has been prevented from performing the obligation(s) in default because of the COVID-19 Emergency (other than a failure to pay the Tenant's Reduced Rent). Any such proceeding initiated by the Landlord after the commencement of the Target Months and prior to the Effective Date is hereby suspended and stayed for the duration of the Suspension Period.
11. (a) The Tenant confirms that, to the best of its knowledge, all information and declarations provided in any Tenant's Attestation required by CECRA are true and correct and acknowledges that any false or misleading information in the Tenant's Attestation (including the Integrity Declaration) may result in a determination by the CECRA administrator that the Tenant is not eligible to receive financial or other benefits through CECRA. If this occurs, then, notwithstanding anything to the contrary contained in this Rent Reduction Agreement, the Contract Rent for the Target Months less any amounts already paid by the Tenant, shall be due and owing to the Landlord no later than thirty (30) days from the date of notice by the Landlord of the Tenant's ineligibility. Non-payment of such amounts shall constitute arrears of rent under the Lease.
- (b) Where the Tenant has granted a sub-lease to an Impacted Tenant, then this Section 11(b) shall apply. If the Landlord notifies the Tenant that any information or declarations provided in a sub-tenant's Attestation required by CECRA are false or misleading, then the Tenant will make commercially reasonable efforts to recover rent amounts previously forgiven under the applicable sub-tenant's rent reduction agreement and remit the same to the Landlord.
12. This Rent Reduction Agreement shall be governed by the laws of the province or territory in which the Lease premises are located and the laws of Canada applicable therein. In the event of a dispute, the parties agree that the courts of such province or territory shall exclusively hear any dispute related to the validity, interpretation or performance of this Rent Reduction Agreement and agree to be bound by a judgment of that court.
13. This Rent Reduction Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Rent Reduction Agreement by facsimile or by an electronic mail or portal (including any electronic signature covered by applicable provincial or territorial law, e.g., www.docusign.com) or other electronic transmission method shall be equally as effective as delivery of an original executed counterpart of this Rent Reduction Agreement.
14. It is the express wish of the parties hereto that this Rent Reduction Agreement shall be drafted in English. *Les parties ont exigé que la présente entente de réduction de loyer soit rédigée en langue anglaise.*

*[The remainder of this page has been intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF the undersigned have executed this Rent Reduction Agreement on the date first written above.

Use this signature block if Landlord is an individual.	<p><b>Jeffrey Baker on Behalf of Teslin Investments Joint Venture</b></p> <p>By: _____</p>
Use this signature block if Landlord is an entity other than an individual.	<p><b>Jeffrey Baker on Behalf of Teslin Investments Joint Venture</b></p> <p>By: _____</p> <p>Title: Authorized Signatory Name:</p> <p>By: _____</p> <p>Title: Authorized Signatory Name: <i>/We have the authority to bind the Landlord</i></p>
The signature of a witness is required if the Landlord is an individual. Optional otherwise.	<p>WITNESS:</p> <p>By: _____</p> <p>Name: _____</p>

Use this signature block if Tenant is an individual.	<p><b>World Health Edmonton</b></p> <p>By: _____</p>
Use this signature block if Tenant is an entity other than an individual.	<p><b>World Health Edmonton</b></p> <p>By: _____</p> <p>Title: Authorized Signatory Name:</p> <p>By: _____</p> <p>Title: Authorized Signatory Name: <i>/We have the authority to bind the Tenant.</i></p>
The signature of a witness is required if the Tenant is an individual. Optional otherwise.	<p>WITNESS:</p> <p>By: _____</p> <p>Name: _____</p>

**CANADA EMERGENCY COMMERCIAL RENT ASSISTANCE**  
**SMALL BUSINESS**  
**PROPERTY OWNER FORGIVABLE LOAN AGREEMENT**

**TERMS AND CONDITIONS OF THE AGREEMENT:**

**1. Loan.**

- (a) Upon approval of the Property Owner for the CECRA Program based on the Application and subject to these Terms and Conditions, Canada Mortgage and Housing Corporation on behalf of the Government of Canada ("CMHC") agrees to provide an unsecured, interest-free, forgivable term loan to the Property Owner (the "Loan").
- (b) CMHC will make the Loan by way of one or more advances during the Program Period equal in aggregate to the Loan Amount.
- (c) The loan amount ("Loan Amount") will be equal to:
  - (i) up to fifty per cent (50%) of the Rent owed to the Property Owner by the Impacted Tenant(s) during the Eligible Period;  
minus
  - (ii) a *pro rata* portion of any insurance proceeds available to it in respect of any impairment of the rental revenue from the Property or any non-repayable proceeds of any federal or provincial government programs (other than the CECRA Program) targeted at commercial rent assistance instituted in response to the COVID-19 emergency, received or receivable by the Property Owner and/or any Impacted Tenant in respect of the Eligible Period.

**2. Purpose of Loan.**

The Property Owner agrees that the Loan will solely be used by the Property Owner as follows:

- (a) FIRST, to reimburse Impacted Tenants in respect of any Rent paid by them during the Eligible Period above twenty-five per cent (25%) of the Rent due and payable during the Eligible Period, as set out in the Rent Reduction Agreement(s), unless the Impacted Tenant elects to apply the previously paid rent against rent next coming due; and
- (b) SECOND, towards any costs and expenses relating directly to the Property, including any debt service (principal and interest) payments in connection with any financing held by the Property Owner, operation, maintenance and repair obligations (such as costs of common area maintenance, property taxes, insurance and utilities),

and the Property Owner will maintain proper and detailed records and statements of account, including receipts, invoices, and other documents related to such uses.

**3. Forgiveness.**

- (a) The Property Owner agrees to repay the Loan on December 31, 2020, unless the Loan is forgiven by CMHC on that date. The Loan will be forgiven by CMHC and so will not be repayable on December 31, 2020, unless an Event of Default has occurred.
- (b) If an Event of Default occurs, the Loan will not be forgiven and the repayment in full of the principal balance of the Loan will be due and payable immediately upon demand by CMHC together with interest in accordance with Section 9.

**4. Interest.**

The Loan is interest-free for so long as no Event of Default has occurred. Post-default interest is chargeable in accordance with Section 10.

pm

**5. Representations and Warranties.**

The Property Owner represents and warrants, as at the date of the Agreement and on the date of the Loan advance, that all information provided to CMHC in the Application (including the Attestations) and otherwise is true, accurate and complete and that is in compliance with all of the eligibility conditions for the CECRA Program.

**6. Impacted Tenant Attestations.**

- (a) If prior to any advance under the Loan, the Property Owner becomes aware that the Attestation of any Impacted Tenant is false or misleading in any material respect, the Property Owner must promptly report the same in reasonable detail to the Administrator and provide the Administrator with an updated Application removing such Impacted Tenant from the Loan Amount calculation. The Property Owner must promptly notify each relevant Impacted Tenant of its exclusion from the Application.
- (b) If, following any advance under the Loan, the Property Owner becomes aware that the Attestation of any Impacted Tenant is false or misleading in any material respect, the Property Owner must promptly report the same in reasonable detail to CMHC and will make commercially reasonable efforts to recover Rent amounts previously forgiven under the applicable Rent Reduction Agreement and shall use such Rent amounts collected to repay to CMHC the portion (which may be all) of the Loan advance allocated or allocable to such Impacted Tenant.

**7. Additional Information and Audit.**

- (a) The Property Owner will provide, or cause to be provided, updated information and/or additional supporting information as CMHC or its representatives, including the Administrator, may require (if any).
- (b) CMHC may review any documents, records or information pertaining to the Property Owner representations and obligations under the CECRA Program requirements.

**8. Covenants.**

The Property Owner agrees to:

- (a) comply with the terms and conditions of the Agreement and the CECRA Program;
- (b) ensure that all representations and warranties set out in the Agreement remain true and accurate in all material respects;
- (c) carry on, maintain and conduct its business in accordance with good business practices and prudent cash flow measures;
- (d) promptly notify the Administrator of any change to any of the information provided by it in the Application, including any change to the list or eligibility status of the Impacted Tenants;
- (e) ensure that a written, legally binding Rent Reduction Agreement complying with the terms of the CECRA Program is entered into by it with each Impacted Tenant prior to and as a condition to the Loan being advanced by CMHC, and comply with the terms of such Rent Reduction Agreement;
- (f) not serve any default notices nor take steps to evict an Impacted Tenant during the period from the date of the Application until the later of (A) three months thereafter; or (B) the date on which the Impacted Tenant is no longer receiving any rent reduction or forgiveness or rent credit under the Rent Reduction Agreement, where the basis for such default notice or eviction is a lease default due to the COVID-19 emergency;
- (g) not require any Impacted Tenant to pay or have paid more than twenty-five per cent (25%) of its Rent during the Eligible Period;
- (h) subject only to sub-Section 6(b), the Property Owner shall not attempt to use any means or mechanisms whatsoever, direct or indirect, to recover the forgiven amounts that were agreed to in the Rent Reduction Agreement, during or after the Program Period;
- (i) promptly notify CMHC of the occurrence of any actual or potential Event of Default (as described under Section 9 of the Agreement); and
- (j) promptly (i) notify CMHC of the receipt by it or, to its knowledge, by any Impacted Tenant, of any insurance proceeds available to it in respect of any impairment of the rental revenue from the Property or any non-repayable proceeds of any federal or provincial government programs (other than the CECRA Program) targeted at commercial rent assistance instituted in response to the COVID-19 emergency, in respect of the Eligible Period, but that were not already deducted in the calculation of the Loan Amount,



provided that the obligations in sub-Sections 8(e),(f),(g),(h) and (j) shall survive and remain in full force and effect in accordance with their terms, notwithstanding the performance or termination of the Agreement or the repayment, satisfaction or discharge of all obligations under the Agreement and the CECRA Program.

#### **9. Events of Default.**

If any one or more of the following events of default (each, an “**Event of Default**”) has occurred or is occurring:

- (a) the Property Owner fails to comply with the terms and conditions of the CECRA Program or breaches the Agreement or its Rent Reduction Agreement(s);
- (b) the Property Owner makes, or its representatives make, any false or misleading representation to CMHC or its representatives including the Administrator, including in the Application and any Attestation made by it;
- (c) CMHC determines in its sole discretion that fraud or misconduct, has occurred on the part of the Property Owner or its representatives; and
- (d) the Property Owner (i) avails itself of a law governing its bankruptcy, restructuring, reorganization, dissolution, winding-up, arrangement; (ii) a third party initiates proceedings towards the Property Owner under such law, including to dissolve, liquidate, or wind up the Property Owner or to suspend any of its operations; or (iii) a receiver, interim receiver or trustee is appointed with respect to the Property Owner or its property,

then CMHC may:

- (i) terminate the Loan and require immediate repayment in full of the principal balance of the Loan and any interest payable hereunder without further notice or demand; and
- (ii) exercise any rights and remedies available to it under any documents or conferred by law, including assigning the Loan to the Canada Revenue Agency or taking any recourse made available to it through the Canada Revenue Agency or other form of collection.

#### **10. Post-Default Interest**

If the Loan becomes repayable, the Loan shall bear interest at the rate of five (5)% *per annum* on the unpaid principal amount thereof from the date of the notice of default until the date on which the Loan is repaid in full, accruing monthly not in advance, commencing on the first day of the month following the month in which such notice was made. Interest payments will be due and payable in arrears monthly on the 1st day of the month until and including the date on which the Loan is repaid in full.

#### **11. Remedies.**

Where an Event of Default has occurred, CMHC and the Administrator shall have full recourse to the Property Owner for the full amount of the Loan. The CECRA Program and the Loan made to the Property Owner are intended to further the public interest by achieving certain social and economic outcomes which are of fundamental importance to the Government of Canada, the provinces and territories and their respective agencies, including CMHC. CMHC would not have made the Loan to the Property Owner without receiving the commitment of the Property Owner to comply with the covenants and make the representations set forth in the Agreement.

#### **12. Termination.**

CMHC may terminate the Agreement should funding no longer be available due to no or insufficient appropriations by the Government of Canada or otherwise.

#### **13. Release.**

The Property Owner hereby releases and forever discharges the Government of Canada, CMHC, any funding partners including their agents and representatives and the Administrator, from any and all actions, causes of action, allegations, suits, debts, costs, claims and demands of whatsoever kind or nature arising out of or in connection with the CECRA Program, including without limitation the Rent Reduction Agreement.

#### **14. Costs and Expenses.**

Each party will bear its own costs and expenses in connection with participating in the CECRA Program, the Agreement and the Loan.

**15. Conflict of Interest.**

The Property Owner shall avoid any conflict of interest during the life of the Agreement and shall immediately declare any existing, potential or apparent conflict of interest and shall, upon direction of CMHC or the Administrator as its agent, take steps to eliminate any conflict of interest, 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 shall have the right to immediately terminate the Agreement and the repayment requirements under Section 9 of the Agreement shall apply.

**16. Miscellaneous.**

- (a) If any provision of the Agreement is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Agreement will continue to be in full force and effect.
- (b) The failure of CMHC to insist on strict compliance with one or more of the terms of the Agreement shall not constitute a waiver of CMHC's right to enforce those terms at a later date. No provision of the Agreement shall be deemed to have been waived unless such waiver is in writing and signed by CMHC and any waiver by CMHC of any breach shall not be considered to be a waiver of any subsequent breach.
- (c) In addition and notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that nothing herein creates a joint venture or partnership between the parties.

**17. Extension.**

CMHC may in its sole and absolute discretion extend the CECRA Program on the terms and conditions as CMHC may then specify.

**18. Amendments and No Assignment.**

The Agreement may not be assigned by the Property Owner without the prior written consent of CMHC. Any amendment to the Agreement must be provided and approved by CMHC in writing.

**19. Governing Law.**

The Agreement shall be governed by the law of the province or territory in which the Property is located and the laws of Canada applicable therein.

**20. English Language.**

The parties hereto agree that the Agreement and all transaction documents related thereto will be in the English language. *Les parties aux présentes conviennent que la présente entente de prêt ainsi que tout document qui s'y rapporte sera rédigé en langue anglaise.*

**21. Notice.**

Delivery of notice under the Agreement shall be effective three (3) business days after posting by regular mail, or on the day following transmission by any electronic or facsimile communication to the parties at the following addresses:

- (a) If to CMHC, to the notice information for the CECRA Program provided on its website.
- (b) If to the Administrator, to the notice information for the CECRA Program provided on its website.
- (c) If to the Property Owner, to the notice information provided in the Application.

**22. Electronic Communications and Documents.**

The Property Owner acknowledges, consents and agrees that CMHC may provide all documentation relating to the Application, the advance and the Agreement through any communication method permitted by CMHC (including any electronic or facsimile communication). Any documents sent through electronic or facsimile communication will be considered "in writing" and to have been signed and delivered by, and binding on, any party as though it were an original document. In communicating with CMHC or its Administrator by electronic or facsimile communication, the Property Owner agrees to comply with security protocols and to take all reasonable steps to prevent unauthorized access to any documents so exchanged.

**23. Terminology.**

In the Agreement and for purposes of the CECRA Program, (a) "lease" includes "licence"; "sub-lease" includes "sub-licence"; "tenant" includes "licensee"; "sub-tenant" includes "sub-licensee"; "landlord" includes "licensor", "sub-landlord" includes "sub-licensor"; (b) "sub-landlord" includes a sub-sub-landlord and lessor parties under further inferior leases, if applicable; (c) "sub-lease" includes a sub-sub-lease and further inferior leases if applicable; (d) "sub-tenant" includes a sub-sub-tenant and lessee parties under further inferior leases if applicable; (e) "Property Owner" refers to the registered owner or head landlord of the Property. Outside Quebec, the Property Owner may be the registered owner (including a ground lessor) or



a ground lessee. In Quebec, the Property Owner is the registered owner, and may include an emphyteuta, superficiary or usufructuary. The Property Owner may not be a sub-landlord nor a beneficial owner with an unregistered interest. Where there are two or more of such co-owners/ co-holders of a property interest, "Property Owner" includes all co-owners/ co-holders; and (f) "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).

#### 24. Defined Terms.

In the Agreement, the capitalized terms are as set out in the Application. The other capitalized terms in the Agreement mean:

**"Administrator"** means MCAP Service Limited Partnership or any replacement administrator, which has been retained by CMHC to administer the CECRA Program on CMHC's behalf.

**"Eligible Period"** means April 1, 2020 to June 30, 2020.

**"Impacted Tenant"** means a for-profit, not-for-profit, charitable entity or individual carrying on activities at the Property, pursuant to a lease, who or which: (a) typically (i) pay no more than \$50,000 in monthly Rent payments in respect of the relevant Property; and (ii) generate no more than \$20,000,000 in gross annual revenues; and (b) taking into account both declines that have already been experienced to date and any additional forecasted declines during the period from April 1 to June 30, 2020, will experience a decline in gross monthly revenues of at least seventy per cent (70%) from pre-COVID-19 emergency revenues (determined by comparing the gross monthly revenues in April, May or June 2020 to: (i) the corresponding month in 2019; or (ii) average revenues for January and February 2020, and provided that revenue is calculated using recognized accounting standards (and, in the case of an Impacted Tenant that is not an individual, on a consolidated entity level) and excluding revenue from extraordinary items), as a result of the COVID-19 emergency.

**"Program Period"** means April 1, 2020 to August 31, 2020.

**"Property"** means the relevant commercial real or immovable property used for retail, industrial, office or mixed use including at least one of the above uses, as specified in the Application.

**"Rent"** means the aggregate of all recurring amounts payable pursuant to the terms of a lease (or sub-lease) in respect of the Eligible Period by the Impacted Tenant(s) to the Property Owner, as landlord, (or, in the case of a sub-lease, to the sub-landlord party to such sub-lease) as set out under a valid and enforceable lease or sub-lease agreement, without considering any rent deferral or reduction agreement.

**"Rent Reduction Agreement"** means a rent reduction agreement entered into between the Property Owner and each of its Impacted Tenants (or, where an Impacted Tenant is a sub-tenant, between the applicable sub-landlord and such sub-tenant, and between the Property Owner and such sub-landlord), substantially containing the terms required by the CECRA Program.



***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 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>1</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>2</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.

<sup>1</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>2</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, May 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 (if the Impacted Tenant is not an individual and is part of a corporate group that prepares financial statements on a consolidated basis, this calculation is made at the consolidated entity level at the highest corporate organizational level at which consolidated financial statements exist).
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 the gross monthly revenues of the Impacted Tenant (at the entity level) of at least 70% from pre-COVID-19 emergency revenues, as determined by comparing its average gross monthly revenues in April, May and June 2020 to: (a) its average gross monthly revenues in the corresponding months in 2019; or (b) where the Impacted Tenant is a new business which commenced operations after June 30, 2019, its average gross monthly revenues for January and February 2020.<sup>3</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<sup>4</sup> 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*

<sup>3</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.

<sup>4</sup> For clarity, the following programs are not considered rent relief programs: Canada Emergency Business Account (CEBA), Canada Emergency Wage Subsidy (CEWS), nor the Transport Canada ground lease rent waiver for airports.

*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 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.
21. The Impacted Tenant agrees to participate in post-funding surveys conducted by the Government of Canada, CMHC or any of its representatives or agents.

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]*

In accordance with the CECRA Application Terms and Conditions, 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 financial assistance or other benefits from CMHC under the CECRA Program. The Impacted Tenant's personal information is protected under the provisions of the *Privacy Act* (Canada) and the *Access to Information Act* (Canada) (together the "**ATIP Legislation**"), and it cannot be used or disclosed to other organizations unless it is done strictly in accordance with the CECRA Application Terms and Conditions and in accordance with the ATIP Legislation. The Impacted Tenant has also the right under ATIP Legislation to access its personal information. For further information, please refer to the CECRA Application Terms and Conditions. For questions or comments regarding this consent request or to access, update or correct personal information provided hereunder, the Impacted Tenant can use the contact information provided on the CECRA program website.

<b>BY:</b>	<b>Sign here / insert e-signature:</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> <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 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 (unless a pardon has been granted or a record suspension has been ordered in respect of a conviction for such offence); 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, to the best of its knowledge, the matters in (a) to (d) above in respect of each of its directors, officers, members and shareholders (except as noted below); provided that the matters in (a) to (d) above do not apply to any person that holds publicly listed securities in the Impacted Tenant or any of its beneficial owner(s).

<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>.

## Nadine Smith-Payne

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**From:** Dave Brown <dave@coremanagement.ca>  
**Sent:** October 20, 2020 8:52 AM  
**To:** Nadine Smith-Payne  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

Hello Nadine, yes we're well – same with you I hope.

Yup, we have applied for the extensions. Are you able to update us with your payment plan? Has it changed at all?

Take care,  
Dave

---

**From:** Nadine Smith-Payne <npayne@ifhinc.ca>  
**Sent:** Tuesday, October 20, 2020 8:22 AM  
**To:** Dave Brown <dave@coremanagement.ca>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dave,

I hope you're doing well.

Can you kindly confirm that you have applied for the July, August and September CECRA extensions?

Thank you.

Kind regards,

**Nadine Smith-Payne**

Real Estate / Project Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**

HEAD OFFICE

7222 Edgemont Boulevard NW

Calgary, AB T3A 2X7

D: 587-585-1654

E: [npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)

[www.ifhinc.ca](http://www.ifhinc.ca)

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**From:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Sent:** August 6, 2020 12:01 PM  
**To:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

Thanks Nadine, this has been submitted for consideration by the CECRA programs office.

Take care,  
Dave

---

**From:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Sent:** Tuesday, August 4, 2020 4:40 PM  
**To:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

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I think you might need a total of employees as well. 120 employees for World Health North LP.

Thanks,  
Nadine

---

**From:** Nadine Smith-Payne  
**Sent:** August 4, 2020 3:13 PM  
**To:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

Hi Dave,

Here's our World Health North LP Business # 76303 1515

Have a great day!

Kind regards,

**Nadine Smith-Payne**  
Real Estate / Project Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**  
HEAD OFFICE  
7222 Edgemont Boulevard NW  
Calgary, AB T3A 2X7  
D: 587-585-1654  
E: [npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)  
[www.ifhinc.ca](http://www.ifhinc.ca)

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**From:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Sent:** July 31, 2020 8:48 AM  
**To:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

Hello Nadine, can you please provide your 9-digit business number or a copy of your T2 as it's required for CECRA application.

Thanks!  
Dave

---

**From:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Sent:** Thursday, July 30, 2020 2:13 PM  
**To:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dave,

I'll be sending the August rent cheque by courier tomorrow. Will your office be open to accept delivery? Any special instructions?  
Should you office be closed for the long weekend, we can have the cheque delivered on Tuesday morning.

I'll wait to hear from you.

Thanks!

Kind regards,

**Nadine Smith-Payne**  
Real Estate / Project Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**  
HEAD OFFICE  
7222 Edgemont Boulevard NW  
Calgary, AB T3A 2X7  
D: 587-585-1654  
E: [npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)  
[www.ifhinc.ca](http://www.ifhinc.ca)

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**From:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Sent:** July 27, 2020 9:12 AM  
**To:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

Thanks Nadine. Have a nice week 😊  
Dave

---

**From:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Sent:** Friday, July 24, 2020 12:03 PM  
**To:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Cc:** Peter Melnychuk <[pmelnichuk@ifhinc.ca](mailto:pmelnichuk@ifhinc.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

**CAUTION:**This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Dave,

Thanks for your update. As per your email, we are submitting the signed rent reduction agreement and tenant attestation form.

We'll look forward to the owner's final decision.

Have a great weekend and we'll chat soon.

Kind regards,

**Nadine Smith-Payne**

Real Estate / Project Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**

HEAD OFFICE  
7222 Edgemont Boulevard NW  
Calgary, AB T3A 2X7  
D: 587-585-1654  
E: [npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)  
[www.ifhinc.ca](http://www.ifhinc.ca)

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**From:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Sent:** July 23, 2020 11:15 AM  
**To:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

Hello Nadine, thank you for the follow up.

The landlord is still considering CECRA. To facilitate the process, please confirm the accuracy of the attached rent reduction agreement, sign it, along with the tenant attestation form, and submit both to my attention.

I'll advise once the landlord has made a final decision.

Any questions, please feel free to call.

Take care,  
Dave

---

**From:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Sent:** Monday, July 20, 2020 4:58 PM  
**To:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

**CAUTION:**This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dave,

Touching base to see if you have heard back from Jeff?

Will you be applying for CECRA?

Look forward to hearing from you.

Kind regards,

**Nadine Smith-Payne**

Real Estate / Project Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**

HEAD OFFICE

7222 Edgemont Boulevard NW

Calgary, AB T3A 2X7

D: 587-585-1654

E: [npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)

[www.ifhinc.ca](http://www.ifhinc.ca)

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---

**From:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Sent:** July 9, 2020 4:29 PM  
**To:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

Hi Nadine, yes, I can chat then. Feel free to call me – 780.651.1577

Cheers,  
Dave

---

**From:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Sent:** Thursday, July 9, 2020 3:45 PM  
**To:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dave,

Could we schedule a call with you to discuss further. Are you free tomorrow at 1pm for a call?

Thank you.

Kind regards,

**Nadine Smith-Payne**

Real Estate / Project Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**

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Calgary, AB T3A 2X7  
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---

**From:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Sent:** July 7, 2020 9:25 AM  
**To:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>; Peter Melnychuk <[pmelnichuk@ifhinc.ca](mailto:pmelnichuk@ifhinc.ca)>  
**Cc:** [jeffbaker@telus.net](mailto:jeffbaker@telus.net)  
**Subject:** FW: CLUBFIT Glenora Rent Relief Proposal

Dear Peter and Nadine, following up on the previous email, we would like to confirm your intent to pay the rental amounts owed, as stipulated below.

We will continue to look into whether CECRA is a viable option for the landlord, but until then, we appreciate your attention to providing a schedule of payments to address the outstanding rent currently owed.

Once you can provide this payment schedule, and further evidence of your ability to stay financially solvent through the impact of Covid, the landlord will look at signing a lease renewal.

We look forward to hearing from you shortly.

Take care,  
Dave

---

**From:** Dave Brown  
**Sent:** Thursday, July 2, 2020 8:34 AM  
**To:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>; 'jeffbaker@telus.net' <[jeffbaker@telus.net](mailto:jeffbaker@telus.net)>  
**Cc:** Peter Melnychuk <[pmelnichuk@ifhinc.ca](mailto:pmelnichuk@ifhinc.ca)>  
**Subject:** RE: CLUBFIT Glenora Rent Relief Proposal

Hello Peter and Nadine, I hope you had a nice break for Canada Day.

Thank you again for the encouraging update regarding your Glenora location. We're happy to see that you will be able to open soon and continue to serve the community.

Jeff and I are investigating CECRA funding and will advise on that once we have additional information.

Regarding current rent, please remit 50% of the full monthly rental amount for July 2020. This can be adjusted depending on the potential application/extension of CECRA, but for now, we appreciate your offer to pay 50% of the rent due.

Additionally, please also note that, as per our email of April 14, 2020, we stipulated a payback period for the initial 25% deferral that was agreed to: "The payback period for the 25% deferred rent [from April, May, and June 2020] will commence October 1, 2020 and will be spread equally over 6 months. Thus, the full amount will be repaid on or before March 1, 2021. Please note that failure to remit any of the repayment installments will trigger all of the payments to become due and payable immediately."

Finally, your attached proposal references paying back the 50% deferral for July – Sept. over the course of the next lease; however, that is too long. Please adjust your repayment schedule to have this full amount repaid at a sooner date and by no later than June 30, 2021.

These deferral repayments will need to be accounted for in your re-opening projections and we appreciate confirmation that we will receive these funds accordingly. Please forward confirmation of this, as well as an updated repayment schedule reflecting the amounts owed and the payments to be received in each corresponding month until full repayment has been achieved.

Payment can now be sent to our office:

1250, 5555 Calgary Tr. NW  
Edmonton, AB  
T6H 5P9

Any questions, please feel free to call.

Thank you and take care,  
Dave

---

**From:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Sent:** Monday, June 22, 2020 7:50 PM  
**To:** 'jeffbaker@telus.net' <[jeffbaker@telus.net](mailto:jeffbaker@telus.net)>; Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Cc:** Peter Melnychuk <[pmelnynchuk@ifhinc.ca](mailto:pmelnynchuk@ifhinc.ca)>  
**Subject:** CLUBFIT Glenora Rent Relief Proposal

Hello Jeff and Dave,

Thanks for taking the time today to chat with Peter and I. As promised, attached is the rent relief proposal that we discussed.

We look forward to hearing from you.

Kind regards,

**Nadine Smith-Payne**

Real Estate / Project Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**

HEAD OFFICE

7222 Edgemont Boulevard NW

Calgary, AB T3A 2X7

D: 587-585-1654

E: [npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)

[www.ifhinc.ca](http://www.ifhinc.ca)

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## RENT REDUCTION AGREEMENT

**NOTE:** This Sample Rent Reduction Agreement is provided to assist meeting the CECRA program requirements. It is your responsibility to ensure that this document is appropriate in your circumstances and meets the legal requirements of your jurisdiction, and that you have obtained any necessary legal advice.

Dated the 24 day of JULY, 2020.

**WHEREAS** Jeffrey Baker, on Behalf of Teslin Investments Joint Venture, as lessor, (the "**Landlord**") has entered into a lease dated August 1, 2021 (the "**Lease**") with World Health Edmonton Inc., as lessee (the "**Tenant**").

**AND WHEREAS** the Landlord (or the applicable head landlord) intends to apply or has applied to the Canada Emergency Commercial Rent Assistance program ("**CECRA**").

**AND WHEREAS** the Landlord and the Tenant wish to enter into this Rent Reduction Agreement to amend the Lease in accordance with CECRA program requirements.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Landlord and Tenant agree as follows:

1. This Rent Reduction Agreement is conditional upon final approval of the application to CECRA made by the Landlord (or the applicable head landlord) (the "**Application**"). Upon final approval of the Application, this Rent Reduction Agreement shall automatically become binding and effective. For greater certainty, this Rent Reduction Agreement shall have no force and effect unless and until the date on which the Application to CECRA has received final approval (the "**Effective Date**").
2. The term "Lease"<sup>1</sup> as defined above and used herein means that agreement, regardless of how the parties may have described it (and may include a sub-lease), and any reference to the term "rent" when used in any context in this Rent Reduction Agreement means the corresponding payments by the Tenant to the Landlord for the use and occupancy of the premises under that agreement.
3. This Rent Reduction Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

**Section 4(a) applies where this Rent Reduction Agreement is made (1) between a landlord and a tenant which is an Impacted Tenant,<sup>2</sup> and (2) between a sub-landlord and sub-tenant which is an Impacted Tenant**

4. (a) The Landlord hereby grants forgiveness of 75% of the Tenant's total aggregate Adjusted Rent<sup>3</sup> otherwise payable to the Landlord by the Tenant under the Lease in respect of the months (the "**Target Months**") of April, May and June, 2020 (the "**Contract Rent for the Target Months**"), and the Contract Rent for the Target Months is hereby reduced accordingly. The Landlord and Tenant agree and acknowledge that the Contract Rent for the Target Months on a monthly basis and the Tenant's Reduced Rent are as set forth in the table below:

	Monthly Contract Rent for the Target Months	Monthly Tenant's Reduced Rent
<b>April, 2020</b>	\$37,773.80	\$9,443.45
<b>May, 2020</b>	\$37,773.80	\$9,443.45

<sup>1</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>2</sup> As such term is defined under CECRA.

<sup>3</sup> Adjusted Rent means the total aggregate gross rent payable pursuant to the Lease in respect of the Target Months by the Tenant to the Landlord, without considering any rent deferral or reduction agreement, minus a *pro rata* portion of (i) insurance proceeds available to the Tenant in respect of any business interruption or similar insurance coverage, if any, and (ii) non-repayable proceeds of any federal or provincial government programs (other than CECRA) targeted at commercial rent assistance instituted in response to the COVID-19 Emergency, if any, received or receivable by the Tenant in respect of the Target Months.

	Monthly Contract Rent for the Target Months	Monthly Tenant's Reduced Rent
June, 2020	\$37,773.80	\$9,443.45

**Section 4(b) applies where this Rent Reduction Agreement is made between a landlord and a tenant, where that tenant is not an Impacted Tenant and has granted a sub-lease to a sub-tenant which is an Impacted Tenant NA**

(b) Notwithstanding paragraph (a) above, if this Rent Reduction Agreement is entered into between a sub-landlord (as the "Tenant" party) which is not an Impacted Tenant and its landlord (as the "Landlord" party), then Section 4(a) shall not apply, and this Section 4(b) shall apply instead. The Landlord hereby grants forgiveness of a portion of the rent payable by the Tenant to the Landlord under the Lease in respect of the months (the "Target Months") of April, May and June, 2020 (the "Contract Rent for the Target Months") in an amount which is equal to \_\_\_\_% **[at least 75%]** of the total aggregate gross rent, including any deferred gross rent, otherwise payable to the Tenant by the Tenant's sub-tenants<sup>4</sup> in respect of the Target Months, and the Contract Rent for the Target Months is hereby reduced accordingly. The Landlord and Tenant agree and acknowledge that the Contract Rent for the Target Months on a monthly basis and the Tenant's Reduced Rent are as set forth in the table below:

	Monthly Contract Rent for the Target Months	Monthly Tenant's Reduced Rent
April, 2020	\$	\$
May, 2020	\$	\$
June, 2020	\$	\$

5. The Tenant remains liable for and, subject to Section 6 of this Rent Reduction Agreement, shall pay all rent that has not been reduced and forgiven (the "Tenant's Reduced Rent") in accordance with the requirements of the Lease.
6. If the Tenant has already paid rent in excess of the amount of the Tenant's Reduced Rent for the Target Months, then the Landlord and Tenant agree as follows at the Tenant's choice (provided that option A below shall not be available where the Lease is a sub-lease):
  - A.  the Landlord will grant the Tenant a reimbursement of the excess amount from the proceeds of the CECRA forgivable loan;
  - OR**
  - B.  the Landlord will grant the Tenant a credit of the excess amount to be applied against rent next coming due.
7. If the Tenant has not paid all or any part of the Tenant's Reduced Rent for the Target Months accruing due prior to the Effective Date, the Tenant will pay such unpaid amount to the Landlord within thirty (30) days after the Effective Date or such later date as may be agreed by the Landlord and the Tenant.
8. If the Landlord and Tenant have entered into a prior binding agreement for the reduction of any amount of the Contract Rent for the Target Months, such prior agreement is hereby confirmed and restated, or amended, as applicable, so that the reduction contemplated therein is made upon and subject to the terms of this Rent Reduction Agreement, with any such reduction being included in the amount of the reduction and forgiveness provided for in Section 4 of this Rent Reduction Agreement. In the event of any conflict between the terms of any such prior agreement and this Rent Reduction Agreement, the latter shall prevail.

<sup>4</sup> Provided such sub-tenants are Impacted Tenants and have entered into rent reduction agreements compliant with CECRA requirements.






9. Subject only to Section 11, the Landlord acknowledges that the rent that is forgiven and reduced by this Rent Reduction Agreement will never be recoverable by the Landlord, and accordingly the Landlord shall not attempt to use any means or mechanisms whatsoever, direct or indirect, to recover such reduced and forgiven amounts. For example, but without limiting the generality of the foregoing, if the Landlord is entitled or obligated under the Lease to perform a rent reconciliation in respect of the year 2020 and such reconciliation results in a credit to the Landlord, the portion of such credit attributable to the Target Months shall also be reduced in proportion to the applicable reduction and forgiveness provided for in Section 4 of this Rent Reduction Agreement.
10. During the period from the commencement of the Target Months until the date on which the Tenant is no longer receiving any rent reduction or forgiveness or rent credit under this Rent Reduction Agreement (the “**Suspension Period**”), the Landlord shall not serve the Tenant with any default notice or seek to effect or proceed with an eviction, where the basis for such default notice or eviction is a Lease default in which the Tenant has been prevented from performing the obligation(s) in default because of the COVID-19 Emergency (other than a failure to pay the Tenant’s Reduced Rent). Any such proceeding initiated by the Landlord after the commencement of the Target Months and prior to the Effective Date is hereby suspended and stayed for the duration of the Suspension Period.
11. (a) The Tenant confirms that, to the best of its knowledge, all information and declarations provided in any Tenant’s Attestation required by CECRA are true and correct and acknowledges that any false or misleading information in the Tenant’s Attestation (including the Integrity Declaration) may result in a determination by the CECRA administrator that the Tenant is not eligible to receive financial or other benefits through CECRA. If this occurs, then, notwithstanding anything to the contrary contained in this Rent Reduction Agreement, the Contract Rent for the Target Months less any amounts already paid by the Tenant, shall be due and owing to the Landlord no later than thirty (30) days from the date of notice by the Landlord of the Tenant’s ineligibility. Non-payment of such amounts shall constitute arrears of rent under the Lease.
- (b) Where the Tenant has granted a sub-lease to an Impacted Tenant, then this Section 11(b) shall apply. If the Landlord notifies the Tenant that any information or declarations provided in a sub-tenant’s Attestation required by CECRA are false or misleading, then the Tenant will make commercially reasonable efforts to recover rent amounts previously forgiven under the applicable sub-tenant’s rent reduction agreement and remit the same to the Landlord.
12. This Rent Reduction Agreement shall be governed by the laws of the province or territory in which the Lease premises are located and the laws of Canada applicable therein. In the event of a dispute, the parties agree that the courts of such province or territory shall exclusively hear any dispute related to the validity, interpretation or performance of this Rent Reduction Agreement and agree to be bound by a judgment of that court.
13. This Rent Reduction Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Rent Reduction Agreement by facsimile or by an electronic mail or portal (including any electronic signature covered by applicable provincial or territorial law, e.g., www.docusign.com) or other electronic transmission method shall be equally as effective as delivery of an original executed counterpart of this Rent Reduction Agreement.
14. It is the express wish of the parties hereto that this Rent Reduction Agreement shall be drafted in English. *Les parties ont exigé que la présente entente de réduction de loyer soit rédigée en langue anglaise.*

*[The remainder of this page has been intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF the undersigned have executed this Rent Reduction Agreement on the date first written above.

Use this signature block if Landlord is an individual.	<p><b>Jeffrey Baker on Behalf of Teslin Investments Joint Venture</b></p> <p>By: _____</p>
Use this signature block if Landlord is an entity other than an individual.	<p><b>Jeffrey Baker on Behalf of Teslin Investments Joint Venture</b></p> <p>By: _____</p> <p>Title: Authorized Signatory</p> <p>Name: _____</p> <p>By: _____</p> <p>Title: Authorized Signatory</p> <p>Name: _____</p> <p><i>I/We have the authority to bind the Landlord</i></p>
The signature of a witness is required if the Landlord is an individual. Optional otherwise.	<p>WITNESS:</p> <p>By: _____</p> <p>Name: _____</p>

Use this signature block if Tenant is an individual.	<p><b>World Health Edmonton</b></p> <p>By: _____</p>
Use this signature block if Tenant is an entity other than an individual.	<p><b>World Health Edmonton</b></p> <p>By: </p> <p>Title: Authorized Signatory</p> <p>Name: PETER MELNYCHUK, CEO</p> <p>By: _____</p> <p>Title: Authorized Signatory</p> <p>Name: _____</p> <p><i>I/We have the authority to bind the Tenant.</i></p>
The signature of a witness is required if the Tenant is an individual. Optional otherwise.	<p>WITNESS:</p> <p>By: _____</p> <p>Name: _____</p>





***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 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>1</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>2</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.

<sup>1</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>2</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, May 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 (if the Impacted Tenant is not an individual and is part of a corporate group that prepares financial statements on a consolidated basis, this calculation is made at the consolidated entity level at the highest corporate organizational level at which consolidated financial statements exist).
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 the gross monthly revenues of the Impacted Tenant (at the entity level) of at least 70% from pre-COVID-19 emergency revenues, as determined by comparing its average gross monthly revenues in April, May and June 2020 to: (a) its average gross monthly revenues in the corresponding months in 2019; or (b) where the Impacted Tenant is a new business which commenced operations after June 30, 2019, its average gross monthly revenues for January and February 2020.<sup>3</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<sup>4</sup> 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*

<sup>3</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.

<sup>4</sup> For clarity, the following programs are not considered rent relief programs: Canada Emergency Business Account (CEBA), Canada Emergency Wage Subsidy (CEWS), nor the Transport Canada ground lease rent waiver for airports.


*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 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.
21. The Impacted Tenant agrees to participate in post-funding surveys conducted by the Government of Canada, CMHC or any of its representatives or agents.

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]*

In accordance with the CECRA Application Terms and Conditions, 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 financial assistance or other benefits from CMHC under the CECRA Program. The Impacted Tenant's personal information is protected under the provisions of the *Privacy Act* (Canada) and the *Access to Information Act* (Canada) (together the "**ATIP Legislation**"), and it cannot be used or disclosed to other organizations unless it is done strictly in accordance with the CECRA Application Terms and Conditions and in accordance with the ATIP Legislation. The Impacted Tenant has also the right under ATIP Legislation to access its personal information. For further information, please refer to the CECRA Application Terms and Conditions. For questions or comments regarding this consent request or to access, update or correct personal information provided hereunder, the Impacted Tenant can use the contact information provided on the CECRA program website.

BY:	<b>Sign here / insert e-signature:</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 (unless a pardon has been granted or a record suspension has been ordered in respect of a conviction for such offence); 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, to the best of its knowledge, the matters in (a) to (d) above in respect of each of its directors, officers, members and shareholders (except as noted below); provided that the matters in (a) to (d) above do not apply to any person that holds publicly listed securities in the Impacted Tenant or any of its beneficial owner(s).

<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>.

**Nadine Smith-Payne**

---

**From:** Dave Brown <dave@coremanagement.ca>  
**Sent:** October 29, 2020 4:36 PM  
**To:** Nadine Smith-Payne  
**Subject:** RE: GYMVMT November Rent

Hi Nadine, you're correct, my apologies. Long day I guess? 😊

Thanks,  
Dave

---

**From:** Nadine Smith-Payne <npayne@ifhinc.ca>  
**Sent:** Thursday, October 29, 2020 4:32 PM  
**To:** Dave Brown <dave@coremanagement.ca>  
**Cc:** Deji Mosuro <deji@coremanagement.ca>  
**Subject:** RE: GYMVMT November Rent

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dave,

The CECRA rent reduction agreement would have cancelled out any deferral rent plan as you would have received the government payments.

Thank you.

Kind regards,

**Nadine Smith-Payne**  
Real Estate Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**  
HEAD OFFICE  
7222 Edgemont Boulevard NW  
Calgary, AB T3A 2X7  
D: 587-585-1654  
E: [npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)  
[www.ifhinc.ca](http://www.ifhinc.ca)

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---

**From:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Sent:** October 29, 2020 3:58 PM  
**To:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>



**Cc:** Deji Mosuro <[deji@coremanagement.ca](mailto:deji@coremanagement.ca)>

**Subject:** RE: GYMVMT November Rent

Hello Nadine, thank you for the email, we'll look for your cheque as outlined below.

Looking back through correspondence, there is still the outstanding issue regarding the repayment of the rent deferral. The owners had proposed that this would commence on October 1, 2020 over 6 months. Your team had suggested to commence Jan 2021 and taking the entirety of the potential new lease term. I don't recall the owners agreeing to your repayment terms.

Please follow up internally and provide an accelerated repayment period for consideration.

Thank you,  
Dave

---

**From:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>

**Sent:** Thursday, October 29, 2020 9:29 AM

**To:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>

**Subject:** GYMVMT November Rent

**Importance:** High

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dave,

As you are aware, the CECRA benefit officially ended in September. According to the CECRA Rent Reduction Agreement, any rent payment over and above the 25% requirement would be credited. Below is the payment schedule from April thru to September. We have a credit of \$28,330.35 and will be applying this towards the November rent. We also acknowledge the incremental rent increase starting November 1<sup>st</sup>. Our November rent cheque will be in the sum of 12,809.06.

On a side note, we are still waiting for the HVAC report. I've been following up with my maintenance director and he assures me we will have it either today or tomorrow. I apologize for the delay.

MONTH	CECRA 25%	WHN PAYMENT	%
Apr-20	\$ 9,443.45	\$ 9,443.45	25
May-20	\$ 9,443.45	\$ 9,443.45	25
Jun-20	\$ 9,443.45	\$ 9,443.45	25
Jul-20	\$ 9,443.45	\$ 18,886.90	50
Aug-20	\$ 9,443.45	\$ 18,886.90	50
Sep-20	\$ 9,443.45	\$ 18,886.90	50
	<b>\$ 56,660.70</b>	<b>\$ 84,991.05</b>	
Credit to be applied to November Rent		<b>\$ 28,330.35</b>	

November 2020	\$	41,139.41	\$	28,330.35
<b>November Rent Cheque</b>		<b>\$</b>		<b>12,809.06</b>

Thank you.

Kind regards,

**Nadine Smith-Payne**  
Real Estate Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**

HEAD OFFICE  
7222 Edgemont Boulevard NW  
Calgary, AB T3A 2X7  
D: 587-585-1654  
E: [npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)  
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**Nadine Smith-Payne**

---

**From:** Dave Brown <dave@coremanagement.ca>  
**Sent:** February 1, 2021 1:37 PM  
**To:** Nadine Smith-Payne  
**Subject:** RE: Clubfit Glenora February Rent

Hello Nadine, I hope you had a nice weekend 😊

The landlord has granted the requested 50% February 2021 rent deferral. Please confirm when we can expect the deferred portion to be paid. Also, we would request that you advise ASAP on who we may communicate with in regards to the long term plans at this location. Is Peter Melnychuk the best person to speak with? Following the departure of Mr. Broadmann, we have not had any meaningful communication in this matter from anyone at IFH.

Please advise.

Thank you,  
Dave

---

**From:** Nadine Smith-Payne <npayne@ifhinc.ca>  
**Sent:** Friday, January 29, 2021 2:57 PM  
**To:** Dave Brown <dave@coremanagement.ca>  
**Subject:** RE: Clubfit Glenora February Rent

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dave,

Unfortunately this is not the case. What you are referring to is the CECRA benefit that Landlords were entitle to. As Tenants, the CERS subsidy is not as generous as the CECRA. We are capped at a maximum \$300K as a total for the company. We have 21 clubs and the \$300K helps, but doesn't go far. I've taken a snippet from the federal government website for your convenience indicating the \$300K max, and is only good for the time that we are closed. Otherwise, when we reopen that max amount will go down as the subsidy parameters are based on income revenue.

Hope this answers the owners questions.

<https://www.canada.ca/en/revenue-agency/services/subsidy/emergency-rent-subsidy/cers-technical-guidance.html>

# Canada Emergency Rent Subsidy (CERS) Technical guidance

## On this page

- [Definitions](#)
  - [Affiliated entities](#)
  - [Lockdown support eligibility criteria](#)

## Definitions

**Affiliated entities** If you are affiliated with other businesses, charities, or non-profits who are also applying for CERS, you must agree how you will split the \$300,000 limit for eligible expenses.

You will enter the percentages you agreed to claim in the application form.

The application form will have space for up to 10 affiliated entities. If you have more than 10, enter the ones with the highest allocations (percentages) and keep a full list for your records.

Thank you.

Kind regards,

**Nadine Smith-Payne**  
Real Estate Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**  
GYMVM T | HER GYMVM T | Bankers Hall Club | CLUBFIT  
7222 Edgemont Boulevard NW  
Calgary, AB T3A 2X7  
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---

**From:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Sent:** January 28, 2021 3:21 PM  
**To:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Subject:** RE: Clubfit Glenora February Rent

Hello Nadine, thank you for passing this along.

In discussions with the owners, I was notified that CERS funds are available up to a maximum of \$75,000 per location and not the \$300,000 per company as you had indicated. Can you please provide evidence of your CERS application as well as the \$300,000 company maximum. Once received I can provide to the owners for consideration.

Take care,  
Dave

---

**From:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Sent:** Wednesday, January 27, 2021 2:33 PM  
**To:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Subject:** Clubfit Glenora February Rent  
**Importance:** High

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dave,

Hope this email finds you well. Again, we find ourselves in the same position as January.

Please find attached a letter regarding the February rent payment from our CEO.

Thank you.

Kind regards,

**Nadine Smith-Payne**  
Real Estate Coordinator

**INTERNATIONAL FITNESS HOLDINGS INC.**  
GYMVMT | HER GYMVMT | Bankers Hall Club | CLUBFIT  
7222 Edgemont Boulevard NW  
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Dave

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**From:** Nadine Smith-Payne <[npayne@ifhinc.ca](mailto:npayne@ifhinc.ca)>  
**Sent:** Wednesday, January 27, 2021 2:33 PM  
**To:** Dave Brown <[dave@coremanagement.ca](mailto:dave@coremanagement.ca)>  
**Subject:** Clubfit Glenora February Rent  
**Importance:** High

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Please find attached a letter regarding the February rent payment from our CEO.

Thank you.

Kind regards,

**Nadine Smith-Payne**  
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NUMBERS

B201-731795  
B201-731797  
B201-731799

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

MATTERS

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL  
UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3,  
AS AMENDED, OF

INTERNATIONAL FITNESS HOLDINGS INC.

INTERNATIONAL FITNESS HOLDINGS LP

WORLD HEALTH NORTH LP

APPLICANTS

INTERNATIONAL FITNESS HOLDINGS INC., INTERNATIONAL FITNESS  
HOLDINGS LP and WORLD HEALTH NORTH LP

DOCUMENT

**CERTIFICATE OF NECESSITY OF REMOTE COMMISSIONING**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**STIKEMAN ELLIOTT LLP**

4300 Bankers Hall West  
888 – 3<sup>rd</sup> Street S.W.  
T2P 5C5

Solicitor: Karen Fellowes, Q.C. / Elizabeth Pillon  
Phone Number: (403) 724-9469 / (416) 869-5623  
Email: [kfellowes@stikeman.com](mailto:kfellowes@stikeman.com) / [lpillon@stikeman.com](mailto:lpillon@stikeman.com)  
Fax Number: (403) 266-9034  
File No.: 137923-1006

**Counsel for the Applicants, International Fitness Holdings Inc.,  
International Fitness Holdings LP and World Health North LP**

I, Natasha Doelman, commissioner of the Affidavit of Peter Melynychuk, sworn June 3, 2021, hereby certify that the process of remote commissioning was necessary because it was impossible or unsafe, for medical reasons, for the deponent and the commissioner to be physically present together, pursuant to the requirements of the *Notice to the Profession & Public: Remote Commissioning of Affidavits for use in Civil and Family Proceedings during the COVID-19 Pandemic*.

Dated the 3 day of June 2021, at the City of Calgary, in the Province of Alberta.

**STIKEMAN ELLIOTT LLP**



Natasha Doelman  
Barrister & Solicitor

CLERK'S STAMP: