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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | | | | **Declaration of the Lender** | | | | | | | | | | | |
| **Form to be completed by the lender and submitted to Investissement Québec** | | | | | | | | | | | | | | | | | | | | | |
| Name of applicant company (the “Company”): | | | |  | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | |
| Name of lender (legal name) (the “Lender”): | | | |  | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | |
| Address: |  | | | | | | | | | | | | | | | Transit number: | | | |  | |
|  |  | | | | | | | | | | | | | | |  | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | |
| If Desjardins, name of branch: | | | | | |  | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | |
| Address (business centre) | | |  | | | | | | | | | | | | | Transit number: | | | |  | |
|  | | |  | | | | | | | | | | | | |  | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | |
| Name of account manager at financial institution: | | | | | | | | | | | | | | |  | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | |
| Professional telephone: | |  | | | | | | | | |  | Professional fax: | | | | | |  | | | |
|  | | | | | | | | | | | | | | | | | | | | | |
| Line of credit granted to this company: | | | | | | | |  | | | | |  | Interest rate: | | |  | |  | | |
|  | | | | | | | | | | | | | | | | | | | | | |
| Amount owing on line of credit: | | | | | | |  | | | | | |  | As at: | | |  | | | |  |
|  | | | | | | | | | | | | | | | | | | | | | |
| Security held against line of credit: | | | | | | | | |  | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | |
| Other loans and security held: | | | | |  | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | |

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| --- | --- | --- | --- | --- |
| **LOAN** | | | | |
| The Lender agrees to grant the Company | | | | |
| a demand loan of | $ | bearing interest at the annual rate of | % | , subject to the security |
| described below and provided there has been no major change in the Company’s financial position. The Lender declares that it has read this application and the declarations herein and that, in addition to the security described below, it has obtained a principal hypothec for the full amount of the loan plus an additional hypothec of 20% on the universality of claims and accounts receivable, including a first ranking charge on all of the Company’s present and future tax credits.\*  If applicable, the Lender represents and guarantees to Investissement Québec that it has obtained, in accordance with the law, all consents required from all individuals concerned by the personal information disclosed in this form or in relation therewith. | | | | |
| Detailed description of additional security and other terms and conditions related to the proposed loan: | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
| Conditions to be fulfilled prior to disbursement of funds **(the Lender must obtain a guarantee certificate from Investissement Québec):** | | | | |
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| **LOSS GUARANTEE** | | | | | |
| The Lender requires the loan guarantee for this purpose. The Lender further acknowledges that financing from Investissement Québec will be granted on the terms and conditions determined by Investissement Québec in agreement with the Lender. The Lender is not bound to grant financing until it has made the first loan disbursement. | | | | | |
|  |  |  |  |  |  |
| *Signature of Lender* |  | *Title of authorized signatory* |  | *Date* |  |
|  | | | | |  |
|  | | | | | |

\*The fact that the Lender has obtained such a hypothec against tax credits in no way constitutes a guarantee on its part of the validity and enforceability of such hypothec in relation to provincial tax credits, until legislative amendments allowing for their assignment come into force.