**Mortgagor’s Annual Form Certificate of Compliance**

**Annual Healthcare Facility Covenant**

For the Year Ended December 31, 20XX

TO: CMLS Financial Ltd. (the “**Approved Lender**”)

AND TO: CANADA MORTGAGE AND HOUSING CORPORATION (CMHC)

RE: Mortgage loan from **CMLS Financial Ltd.** to **[INSERT MORTGAGOR]** secured by a mortgage (the “**Mortgage**”) insured pursuant to the National Housing Act in respect of the Property known as **[INSERT PROJECT NAME]** located at **[INSERT FULL ADDRESS]** (the "**Project**")

CMHC Reference Number: **[INSERT CMHC COI #]**

Capitalized terms and expressions used in this Certificate have the meanings set out in the above referenced Mortgage. This certificate is given for the purpose of confirming and verifying compliance with those covenants of the Mortgage.

I, the undersigned **[name]**, **[title]** of (the "**Mortgagor**"), certify, without personal liability, to the Approved Lender and CMHC, that:

1. I am the duly appointed **[title]** of the Mortgagor and, as such, I am providing this certificate for and on behalf of the Mortgagor. I have read the terms of the Mortgage and have made such examinations or investigations as are necessary or appropriate to make the statements in this certificate.
2. There are no monies owing and no arrears outstanding with respect to any employee pensions and/or other benefits including but not limited to:
   1. Workers’ safety insurance premiums
   2. Employer health tax premium
   3. Canada Pension Plan contributions
   4. Employment insurance commission premiums
   5. Corporation Capital Tax
   6. And all statutory remittances including but not limited to income tax, provincial sales tax and goods and services tax or where applicable harmonized sales tax.
3. The Care Facility License no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is subsisting and in good stand and permits the operation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **[insert details of number of beds/units and type of facility, example 120 unit licensed care retirement facility].**
4. The servicing/operating agreement, and any related agreement is in good standing.
5. The Property Management agreement is in good standing and there has been no change to the property manager.
6. There are no material grievances or other grievances arising from collective agreements (if applicable).
7. No default or event of default under the Mortgage exists or is projected to exist in the ensuing 12 months.

**DATED** the [X] day of [month], 20[X].

Name:

Title: