AGREEMENT TO AMEND A DEED OF LOAN

**BETWEEN**

SAISIE

Hereinafter called the “**Lender**”

**AND**

SAISIE

Hereinafter called the “**Borrower**”

**WHO HAVE ENTERED INTO THE FOLLOWING DECLARATIONS AND AGREEMENTS:**

1. The Borrower obtained a term loan of SAISIE dollars ($SAISIE) granted by the Lender as a result of a deed of loan SAISIE (under private writing dated SAISIE ***or*** received before Me SAISIE, notary, on SAISIE, under number SAISIE of his or her minutes).

*EXTENSION OF THE DISBURSEMENT PERIOD OF A LOAN OR A PORTION OF A LOAN AT AN INTERIM RATE* ***without*** *the obligation to make capital payments during this extension (if not applicable, remove paragraph 2) that follows)*:

1. The Lender and the Borrower want to extend the duration of the period during which SAISIE (the loan ***or***the SAISIE portion of loan) must be disbursed. The Lender and the Borrower agree that, contrary to what was set out in the said deed of loan, SAISIE (the loan ***or***the SAISIE portion of the loan) must be disbursed in full within SAISIE (SAISIE) months of the date that the certificate was issued by La Financière agricole du Québec and according to which the loan was contracted.

*(IF OTHER PORTIONS MUST BE AMENDED* ***without*** *the obligation to make capital payments, REPEAT THE ABOVE PARAGRAPH)*

*EXTENSION OF THE DISBURSEMENT PERIOD OF A LOAN OR PORTION OF A LOAN AT AN INTERIM RATE* ***with*** *the obligation to make capital payments during this extension (if not applicable, remove all of paragraph 2) that follows)*:

1. a) The Lender and the Borrower want to extend the duration of the period during which SAISIE (the loan ***or***the SAISIE portion of loan) must be disbursed. The Lender and the Borrower agree that, contrary to what was set out in the said deed of loan, SAISIE (the loan ***or***the SAISIE portion of loan) must be disbursed in full within SAISIE (SAISIE) months of the date that the certificate was issued by La Financière agricole du Québec and according to which the loan was contracted.

b) The Borrower also undertakes, notwithstanding what was agreed to in the deed of loan, to pay monthly, at the same time as the interest payments set out in the deed for SAISIE (the loan ***or***the SAISIE portion of loan), until its maturity date, a sum of SAISIE ($SAISIE) that shall be applied to reduce the capital SAISIE (of the loan ***or*** of the SAISIE portion of the loan).

(IF OTHER PORTIONS MUST BE AMENDED ***with*** *the obligation to make capital payments*, REPEAT THE PARAGRAPH ABOVE)

*EXTENSION OF THE DURATION OF A LOAN OR A PORTION OF A LOAN AT AN INTERIM RATE PLUS (PORTION 0)* ***without*** *the obligation to make capital payments during this extension (if not applicable, remove paragraph 2) that follows)*:

1. The third paragraph of the deed of loan entitled “**3- INTEREST RATE AND REPAYMENT**” is amended by replacing the repayment clause SAISIE (of the loan ***or***of the SAISIE portion of the loan) by the following:

“**REPAYMENT:** The Borrower shall pay the above interest monthly, the first of these interest payments becoming due the first day of the first month following the date of the first disbursement SAISIE (of the loan ***or*** of the SAISIE portion of loan) and the others successively until the first day of the SAISIE month following the date of the certificate, date at which the Borrower shall also repay the balance SAISIE (of the loan ***or*** of the SAISIE portion of the loan) in capital, interest, costs and accessories.”

*EXTENSION OF THE DURATION OF A LOAN OR A PORTION OF A LOAN AT AN INTERIM RATE PLUS (portion 0)* ***with*** *the obligation to make capital payments during this extension (if not applicable, remove all of paragraph 2) that follows)*:

2) a) The third paragraph of the deed of loan entitled “**3- INTEREST RATE AND REPAYMENT**” is amended by replacing the repayment clause SAISIE (of the loan ***or*** of the SAISIE portion of the loan) by the following:

“**REPAYMENT:** The Borrower shall pay the above interest monthly, the first of these payments of interest becoming due the first day of the first month following the date of the first disbursement SAISIE (of the loan ***or*** of the SAISIE portion of loan) and the others successively until the first day of the SAISIE month following the date of the certificate, date on which the Borrower shall also repay the balance SAISIE (of the loan ***or***of the SAISIE portion of the loan) in capital, interest, costs and accessories.”

b) The Borrower also undertakes to pay SAISIE (monthly, semi-annually ***or*** annually), at the same time and in addition to the interest payments set out in paragraph 2) a) above, and until the maturity date agreed upon, a sum of SAISIE ($SAISIE) that will be applied to reduce the capital SAISIE (of the loan ***or*** of the SAISIE portion of the loan), the first of these capital payments becoming due on the first day of the month of SAISIE, two thousand SAISIE (20SAISIE) and the others successively until the maturity date.

AMENDMENT TO THE PAYMENT SCHEDULE OF A LOAN OR A PORTION OF A LOAN AT ADVANTAGE PLUS RATE (FIXED OR VARIABLE) (if not applicable, remove paragraph 2) that follows) :

2) The third paragraph of the deed of loan entitled “**3- INTEREST RATE AND REPAYMENT**” is amended by replacing the repayment clause of the loan by the following:

« *ADVANTAGE PLUS FIXED RATE (remove if not applicable)*

**- INTEREST:** The loan shall bear interest at an annual rate of SAISIE percent (SAISIE %), to be calculated monthly and not in advance from each disbursement, whatever the repayment schedule agreed upon below.

 Any interest accumulated since the first disbursement of the loan must be paid according to the frequency of repayments agreed upon, on the seventh, fourteenth, thirtieth, ninetieth, one hundred and eightieth or three hundred and sixtieth (7th, 14th, 30th, 90th, 180th or 360th) day before the first payment in capital and interest.

**- REPAYMENT:** The Borrower shall undertake to repay to the Lender the loan with interest at the rate indicated above, in the following manner:

a) some payments SAISIE, equal and consecutive of SAISIE ($ SAISIE) each, including the interest at the rate indicated above and the amount allocated for principal repayment. The first payment shall be due on SAISIE (date or SAISIE on the fourteenth, thirtieth (14th, 30th) day or second, fourth, seventh or thirteenth (2nd, 4th, 7th, 13th) month following the date of the first disbursement. The other payments shall be due successively until the expiry of a term of SAISIE (SAISIE) year(s) from (date) SAISIE or the date of the first disbursement, the maturity date of the term on which, whatever the number and the frequency of repayments agreed upon, all amounts owed in capital, interest, costs and accessories shall be due and payable;

b) The above-mentioned repayment terms are based on an amortization period of SAISIE (SAISIE) years.

*ADVANTAGE PLUS VARIABLE RATE (remove if not applicable)*

**- INTEREST**: The loan shall bear interest at an annual rate of SAISIE percent (SAISIE %), to be calculated monthly and not in advance from each disbursement, whatever the repayment schedule agreed upon below. This rate corresponds to the prime rate as defined in section 2 of the Program as the Program existed at the date on which the certificate was issued. This rate shall be adjusted whenever the prime rate is changed in order to adjust to the new prime rate.

Any interest accumulated since the first disbursement of the loan must be paid according to the frequency of repayments agreed upon, on the seventh, fourteenth, thirtieth, ninetieth, one hundred and eightieth or three hundred and sixtieth (7th, 14th, 30th, 90th, 180th or 360th) day before the first payment in capital and interest

**- REPAYMENT**: The Borrower undertakes to repay to the Lender the loan with interest at the rate indicated above, in the following manner:

a) some payments SAISIE, equal and consecutive of SAISIE ($ SAISIE) each, applicable first on the interest of the first portion of the loan at the variable rate indicated above, the residual being applicable as repayment of the capital of the first portion of the loan. The first payment shall be due on SAISIE (date or SAISIE on the fourteenth, thirtieth (14th, 30th) day or second, fourth, seventh or thirteenth (2nd, 4th, 7th, 13th) month following the date of the first disbursement. The other payments shall be due successively until the expiry of a term of SAISIE (SAISIE) year(s) from (date) SAISIE or the date of the first disbursement, the maturity date of the term on which, whatever the number and the frequency of repayments agreed upon, all amounts owed in capital, interest, costs and accessories shall be due and payable.

If the amount of a payment is insufficient to pay the interests accumulated on the date of the payment of the first portion of the loan, the Lender shall notify the Borrower, who shall immediately pay the unpaid amount upon request by the Lender.

b) The above-mentioned repayment terms are based on an amortization period of SAISIE (SAISIE) years.

1. The parties therefore agree to amend the provisions of the deed of loan, confirming and ratifying all other provisions of the deed of loan.
2. Nothing in this document shall be interpreted as constituting a novation of or derogation to the rights or stipulations contained in the deed of loan or in any amendment agreement still in effect if any, all of whose clauses shall continue to apply, except for the amendments specifically agreed upon in this document.

Signed in SAISIE, thisSAISIE day of SAISIE, 20SAISIE

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| By: |  |
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(Name of corporation or general partnership)

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| By: |  |
|  | (Name of partner or president) |

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|  | (Name of partner or secretary) |

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Borrower(s):

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