

Business Credit Availability Program (BCAP) Guarantee Approval

# AMENDMENT REQUEST, NOTICE, AND/OR CONSENT FORM (AS APPLICABLE)

To amend a EDC BCAP Guarantee in respect of a transaction, a financial institution representative must:

- Step 1: Complete Section A
- Step 2: Complete Section B, Section C (Release), Section D, Section E or Section F, if required, based on the selected Amendment Type(s)
- Step 3: Submit this form, and all Additional Required Documentation, to EDC at BCAP\_PCE@edc.ca with Subject: BCAP Amendment\_[Name of FI]\_[Name of Obligor]\_[mmm/yyyy]

Once submitted, EDC will follow up with a confirmation of amendment completion. Note that the obligor is not required to sign any EDC documents related to the amendment.

Complete this form electronically.

## SECTION A – GENERAL INFORMATION

#### **Basic Information**

Borrower Identifier (select if you are providing the borrower's EDC Guarantee Reference # or CRA Business Number)	EDC Guarantee Reference # (5- or 6-digit reference number)	
	CRA Business Number (9-digit Canada Revenue Agency (CRA) Business Number)	
Legal Name of Borrower		

## **Financial Institution Information**

Financial Institution (FI) Name	
Contact Name	
Contact Position	
Contact Email Address	
Contact Phone Number	

### Amendment Type

Please indicate the purpose of the amendment (check as appropriate):

Extension Notice (extend BCAP Guarantee coverage an additional 12 months beyond the current Guarantee Expiry Date). Note: The BCAP Guarantee can be extended annually, up to a maximum guarantee coverage duration of 5 years.	Section B required
Cancel BCAP Guarantee Coverage	Section C (Release) required
Do not continue EDC BCAP Guarantee coverage (allow coverage to expire upon the Guarantee Expiry Date)	No additional information required
Decrease in Loan Amount Notice	Section D required
Transfer to the Institution's Special Risks	Section E required
Other	Section F required



SECTION B (Required for an Extension Notice)	
Loan Balance at the anniversary of the Guarantee Effective Date (only applicable to Term Loans)	
Latest Borrower Risk Rating (note that the probability of default should be used only if the Institution does not map its internal risk rating to the Standard & Poor's scale)	Standard & Poor's Scale
	Probability of Default
	Your institution's rating
Date of Latest Internal Credit Review (or date of latest Behavioural Model score/output)	



#### **SECTION C – RELEASE** (Required if Cancelling BCAP Guarantee Coverage)

Export Development Canada (**"EDC"**) 150 Slater Ottawa, Ontario K1A 1K3 Canada

 RE: EDC Guarantee/Suretyship in respect of [Borrower]\_\_\_\_\_\_\_in accordance

 with the EDC BCAP Guarantee Approval in respect of [Financial Institution] \_\_\_\_\_\_\_with

 Reference No\_\_\_\_\_\_("EDC BCAP Guarantee/Suretyship")

Capitalized terms defined in the EDC BCAP Guarantee/Suretyship have the same meaning when used herein. The Institution hereby:

- (i) irrevocably and unconditionally releases, remises and forever discharges EDC from and against any and all claims, demands, obligations, actions, causes of action, suits, charges, covenants, agreements, contracts and liabilities whatsoever, both in law and in equity or by statute, known or unknown, whether implied or expressed, which the Institution ever had, may have or now has, or which the Institution's successors, trustees, assigns or any of them hereinafter can, shall or may have for or by reason of any cause arising under or with regard to the EDC BCAP Guarantee/Suretyship (the "Release"), which EDC BCAP Guarantee/Suretyship is hereby deemed to expire as of the date hereof notwithstanding its terms; and
- (ii) represents and warrants to and agrees with EDC that the Institution has not assigned or transferred and will not assign or transfer to any other person, firm entity, organization or corporation any of the claims, demands, rights, actions, causes of action, suits, charges, executions or damages which are or become subject to this Release, and that it has not agreed and will not agree to do any of the foregoing.

Legal name of financial institution:

Name: \_\_\_\_\_

Effective Date of Release: \_\_\_\_\_



SECTION D (Required for a Decrease to the Loan Amount)	
Proposed Loan Amount	
Description of the proposed change	
Rationale for the proposed change	
Additional Required Documentation: • Signed Amended Loan Agreement	

SECTION E (Required for a Transfer to Special Risks)	
Date of transfer to your institution's special	
risks/special loans/special accounts group	
Has a Forbearance, Tolerance, or	
Waiver letter been issued?	
If the answer to the above question is Yes, when	
is the next milestone date?	
Is the Specials Risks contact different than the	
contact identified in Section A?	
	If Yes, please provide the Special Risks contact information
	below.
Special Risks Contact Name	
Special Risks Contact Position	
Special Risks Contact Email Address	
Special Risks Contact Phone Number	
Additional Required Documentation:	
<ul> <li>Forbearance/Tolerance/Waiver Letter (if issued)</li> </ul>	

SECTION F (Other)	
Description of	
proposed	
change	
Rationale for	
proposed change	
Please attach any rel	evant documents in support of this request
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