VIDAR FOUNDATION
SOCIAL FINANCING FOR ANTHROPOSOPHICAL INITIATIVES

TRILLIUM INVESTOR VIDAR
LOAN AGREEMENT AND RISK ACKNOWLEDGEMENT

BETWEEN:

Vidar Foundation ________________________ (the "Foundation")

AND

____ (the "Lender")

1. Purpose

The Vidar Foundation provides loans to socially responsible enterprises in areas such as biodynamic agriculture, Waldorf education, cooperatives, and other community initiatives. Many of these borrowers may not qualify for traditional bank financing due to lack of collateral or the collective nature of their work. The Foundation seeks to connect lenders who wish to place their funds in service of positive social purposes with such borrowers.

This project will fund a $2.5 million, 25-year mortgage for the Trillium Waldorf School, with half of the capital raised through the school community, supplemented by a matching contribution from the Vidar Foundation. The Vidar Foundation will provide a $2.5 million mortgage to the Trillium Waldorf School, and school community investors will support the school by investing through Vidar in this project.

2. Loan Terms

1. **Principal Amount**: The Lender agrees to loan the Foundation the sum of

   CAD $_____________________ (the "Loan").

2. **Term**: The Loan shall have a minimum term of **five (5) years**, commencing

   on _____________________ and maturing on ________________________,

   with the opportunity to renew thereafter upon mutual agreement.

If possible, please indicate your current intention for the duration of your loan.

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Longer investment helps support and stabilize the Trillium Waldorf School. Your estimate is not binding and will help us plan for timely repayment.

3. **Shorter terms** than 5 years are possible upon mutual agreement.

4. **Interest**: The Loan shall bear interest at a fixed rate of 4% per annum, payable annually.

5. **Interest Repayment Options**: Interest is paid annually at the Vidar Foundation year end (August). Please select one of the following options for the interest earned:

☐ **Reinvest**: Retain interest in the Foundation for continued use in its lending activities. A T5 slip will be issued in February of the following year.

☐ **Payout**: Receive interest as a cash payment. T5 will be issued in February of the next year.

☐ **Donate to Trillium**: Convert interest into a charitable donation to the Trillium Waldorf School, for which a tax receipt will be issued by Vidar.

☐ **Donate to the Vidar Foundation** Convert interest into a charitable donation to the Vidar Foundation, for which a tax receipt will be issued.

(lender to initial beside chosen option)

6. **Redemption and Liquidity**: Repayment of principal will occur at the end of the minimum investment period or upon redemption under the terms below:

Loans are subject to a minimum investment period of **five (5) years**.

After the minimum period, the Lender may request redemption by providing written notice to the Foundation at least 30 to 60 days in advance (see below).

Redemption requests will be honoured in the order requested, subject to the Foundation's available cash reserves at the time of request. If funds are tied up in active loans or there are multiple larger unplanned redemptions, the Foundation may require several months to fulfill redemption.

Liquidity guidelines after the minimum period:

Loans up to CAD $20,000 – typically redeemable within 1 week after 30 days notice.

Loans up to CAD $50,000 – generally redeemable within 1 month after 60 days notice.

Loans over CAD $100,000 – subject to custom terms, with a 3-year horizon minimum.

Early redemption prior to the 5 year term, or on shorter notice than specified can often be granted, at the discretion of the Foundation, subject to a **2% penalty** on the redeemed principal. We may also be able to offer partial redemptions on short notice, depending on our cash flow and the amount involved. If we are able, we will happily provide your partial or full repayment as quickly as we can free up the funds.

3. Use of Funds and Security

The Foundation shall use the Loan funds to provide a mortgage to the Trillium Waldorf School, secured by a Mortgage on their property.

4. Risk Acknowledgement

1. The Lender acknowledges that every loan carries risk and that a project supported by the Foundation may not succeed.

2. The Lender understands and accepts that full repayment of the Loan is not guaranteed, and part or all of the principal may be lost. The Vidar Foundation has yet to have a single default on any of our loans since 2001.

3. The Foundation undertakes to act in good faith, to review all projects diligently, and to work with borrowers in times of difficulty to support the success of their project and prevent default. Our primary mission is to help projects succeed, even when inevitable setbacks occur.

5. Non-Collateralized Loan

The Lender acknowledges that **the Loan is not secured by collateral from the Foundation itself**, but by a mortgage on the borrower's property. In the unlikely event of a default, the property might need to be sold and repayment of the loan may be delayed and/or incomplete. The Trillium Waldorf School mortgage is for significantly less than the full value of the property mortgaged.

6. Optional Loan-to-Donation Conversion

At any time during or after the term of this Agreement, the Lender may, by written notice to the Foundation, elect to forgive part or all of the outstanding Loan (principal and/or interest). Any forgiven amount shall be deemed a donation to the Trillium Waldorf School or the Vidar Foundation, and will be eligible for a charitable tax receipt, subject to applicable law.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, whether oral or written. Any amendment must be in writing and signed by both parties.

SIGNATURES

Vidar Foundation Per: ______________________________

Name:
Title:

Date: _____________________________

The Lender Signature: _________________________

Name:
Date: _____________________________

Address:____

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Phone: ____

Email: ____