PRIVATE & CONFIDENTIAL

May 31, 2024

River & Sky Arts in the Woods
Attention: Ms. Abigail Cassio
950 Bancroft Dr
Sudbury, ON
P3B 1P9

Dear Ms. Cassio:

Enclosed please find the following:

1. A copy of the financial information for River & Sky Arts in the Woods for the fiscal year ended **October 31, 2023**.

2. A copy of the Federal Corporate tax return and T1044 for the fiscal year ended **October 31, 2023**.
   The return has been prepared based on information obtained during the course of our engagement or otherwise provided to us.

   i) For Canada Revenue Agency:

      a. A copy of the Federal T2 corporate tax return.

      b. Please note, there is no balance due and no balance owing to the company.

   When you receive an assessment from the relevant authorities, please forward a copy to us in order that we may determine whether any action should be taken by you. You have only 90 days from the date the notice of assessment is mailed to you to object to the assessment.

3. Copy of the Adjusting journal entries and trial balance for the year ended October 31, 2023. Please forward this information to your accounting department. Please review the journal entries to ensure that they are in accordance with the facts. If applicable, please make special note of the impact (if any) that the entries will have on your HST or GST return. If you do not understand the impact, please contact our office for assistance.

4. A copy of:

   i. the engagement letter

   ii. a letter for management acknowledging responsibility for the financial information

5. A letter drafted to you with respect to the update of your corporate records.

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If you have any questions or require any clarification with respect to the above, kindly contact us.

Yours very truly,
FREELANDT CALDWELL REILLY LLP

Tony McGregor CPA, CA
Partner

30266

River & Sky Arts in the Woods
950 Bancroft Dr
Sudbury, ON
P3B 1P9

May 31, 2024

Freelandt Caldwell Reilly LLP
62 Frood Road
Suite 301
Sudbury, Ontario
P3C 4Z3

Dear Sirs/Mesdames:

In connection with the compiled financial statements of River & Sky Arts in the Woods for the year ended October 31, 2023 (the "compiled financial information"), we confirm to you the following:

1. We approve and take responsibility for the final version of the compiled financial information including the description of the basis of accounting in the note thereto and the adjusting journal entries recorded by Freelandt Caldwell Reilly LLP in the preparation of the compiled financial information.

   We acknowledge we are responsible for:
   a) selecting the basis of accounting to be applied in the preparation of the compiled financial information that is appropriate for the intended use;
   b) the accuracy and completeness of the information provided to us; and
   c) ensuring that if the compiled financial information is intended for use by a third party, that the third party is in a position to request further information from us, or we have agreed with the third party on the basis of accounting to be applied, otherwise we acknowledge that the basis of accounting to be applied in the preparation of the compiled financial information should be a general purpose framework.

2. We confirm that we will attach the compilation engagement report prepared by Freelandt Caldwell Reilly LLP when distributing or reproducing the compiled financial information.

3. Should a matter become known to us after the date of this letter and the compiled financial information has been issued, that may have caused the compiled financial information to appear misleading, we will bring it to your attention to determine if the compiled financial information needs to be amended and to discuss how we intend to address the matter.

Yours very truly,

Abigail Cassio
River & Sky Arts in the Woods

River & Sky Arts in the Woods

Financial Information

Year ended October 31, 2023

COMPILATION ENGAGEMENT REPORT

To: The Management of
River & Sky Arts In The Woods

On the basis of information provided by management, we have compiled the statement of financial position of **River & Sky Arts in the Woods** as at **October 31, 2023**, the statement of operations and changes in unrestricted net assets for the year then ended, and note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, Compilation Engagements, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Freelandt Caldwell Reilly LLP

FREELANDT CALDWELL REILLY LLP

Chartered Professional Accountants
Licensed Public Accountants

Sudbury, Ontario
May 31, 2024

Suite 301 - 62 Frood Road, Sudbury ON, P3C 4Z3
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www.FCRcpa.com
30 McCulloch Drive, Espanola ON, P5E 1J1
T (705) 869.3351 F (705) 869.4601

River & Sky Arts in the Woods
Statement of Financial Position
October 31, 2023 with comparative figures for 2022

	2023	2022
Assets		
Current		
Cash	$ 8,545	$ 28,523
Accounts receivable	69,313	85,955
Inventory	6,048	2,216
Prepaid expenses	3,447	3,351
	87,353	120,045
Equipment	6,028	5,150
	$ 93,381	$ 125,195
Liabilities and net assets		
Current		
Accounts payable and accrued liabilities	$ 66,700	$ 25,205
Deferred revenue	-	28,125
Canadian Emergency Business Account (note 2)	-	40,000
	66,700	93,330
Long-term debt	60,000	-
	126,700	93,330
Net assets		
Unrestricted net assets	(33,319)	31,865
	$ 93,381	$ 125,195

River & Sky Arts in the Woods

Statement of Operations and Changes in Unrestricted Net Assets
Year ended October 31, 2023 with comparative figures for 2022

	2023	2022
Revenues		
Ticket and merchandise sales	$ 139,811	$ 118,481
Ontario Media Development Corporation	65,000	60,000
Northern Ontario Heritage Fund Corporation	58,951	60,209
Ontario Trillium Foundation	32,525	75,950
In-kind goods and services	24,538	6,859
Canadian Heritage grant	20,000	27,000
Other federal and provincial grants	19,889	27,425
Ontario Arts Council	15,477	15,477
Membership dues	5,180	4,919
Funding and donations	2,866	16,800
	384,237	413,120
Expenditures		
Salaries and related benefits	134,375	117,688
Production costs	86,018	99,960
Artist fees	77,827	65,375
Volunteer costs	28,945	37,350
In-kind donation expense	24,538	6,859
Materials and supplies	21,813	16,375
Professional fees	12,588	16,843
Interest and bank charges	7,272	3,491
Advertising and promotion	5,259	9,680
Insurance	4,500	3,835
Office and administration	2,382	10,545
Amortization	1,423	1,594
	406,940	389,595
Excess (deficiency) of revenues over expenditures before undernoted items	(22,703)	23,525
Other income (expenses)		
Interest	19	-
Canadian emergency business account - reinstatement of amounts owing	(20,000)	-
Other payroll costs	(22,500)	-
	(42,481)	-
Excess (deficiency) of revenues over expenditures	(65,184)	23,525
Unrestricted net assets, beginning of year	31,865	8,340
Unrestricted net assets (net deficiency), end of year	$ (33,319)	$ 31,865

1. Basis of accounting

The accompanying compiled financial information has been prepared on the historical cost basis, reflecting cash transactions with the addition of:

- Accounts receivable
- Inventory recorded at the lower of cost and net realizable value
- Prepaid expenses
- Equipment, amortized using the declining balance method at rates that are consistent with those used for income tax purposes, with one half year's amortization taken in the year of addition and no amortization taken in the year of disposal
- Accounts payable and accrued liabilities
- Deferred revenue representing amounts collected in excess of revenue recognized in the period
- Ticket sales recognized when the underlying event occurs
- Merchandise sales recognized when the products are delivered
- Revenue for grants and other contributions recognized when stipulations under the agreements are performed and the revenue is ultimately earned

2. Canadian Emergency Business Account

River & Sky received a $60,000 demand loan from the Royal Bank of Canada in the form of the Canada Emergency Business loan ("CEBA"). $20,000 of this balance was to be forgiven as long as the entity meets certain terms and conditions specified by the government of Canada. The $40,000 is required to be paid in full by December 31, 2023 in order to be eligible for partial loan forgiveness. The CEBA loans are subject to audit by the government with adjustments, if any, repayable to the government. In the event of non-compliance the full amount of the loan, including the forgivable portion, will be repayable.

Subsequent to year-end, the entity did not repay the loan in full by December 31, 2023. The $60,000 loan has been converted to a three-year term loan, subject to interest of 5.00% per annum, with the repayment date extended to December 31, 2026.

February 15, 2024

Ms. Abigail Cassio
River & Sky Arts in the Woods
950 Bancroft Dr
Sudbury, ON
P3B 1P9

Dear Ms. Cassio:

You have requested that, on the basis of information that you will provide, we assist you in the preparation of the compiled financial information of River & Sky Arts in the Woods, which comprise the statement of financial position as at October 31, 2023, and the statement of operations and changes in unrestricted net assets for the year then ended, and Note 1, which describes the basis of accounting to be applied in the preparation of the compiled financial information.

Intended Use of the Compiled Financial Information
The compiled financial information is intended to be used by management of River & Sky Arts in the Woods and third parties, being various funders. Those parties are in a position to request and obtain further information from the entity.

We are pleased to confirm our acceptance and our understanding of this compilation engagement (the "Engagement") by means of this letter.

Terms and Conditions
We agree to provide the services to you under the terms and conditions set forth in this engagement letter and the accompanying "Terms and Conditions (REV. 5-2022)". The attached Terms and Conditions form an integral part of the terms of this Engagement and are incorporated herein by reference (collectively the "Engagement Letter"). Please take the time to review them.

Our Responsibilities
We will perform the compilation engagement in accordance with the Canadian Standard on Related Services (CSRS) 4200, Compilation Engagements, which requires us to comply with relevant ethical requirements.

A compilation engagement involves us assisting you in the preparation of compiled financial information. Since a compilation engagement is not an assurance engagement, we are not required to perform procedures to verify the accuracy or completeness of the information you provide to us for the compilation engagement. Accordingly, we will not express an audit opinion or a review conclusion, or provide any form of assurance on the compiled financial information.

Management's Responsibilities
The compilation engagement is performed on the basis that you acknowledge that:

a. The third party that intends to use the compiled financial information is in a position to request

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and obtain further information from the entity;
b. A compilation engagement is appropriate for the intended use;
c. You understand that a compilation engagement will not fulfill the entity's legal, regulatory or contractual provisions, if any, for an audit engagement or a review engagement; and
d. You understand that the compiled financial information should not be used by third parties other than those who are in a position to request or obtain further information from the entity or have agreed with you the basis of accounting applied in the preparation of the compiled financial information.

Further, you acknowledge that you are responsible for:
a. The compiled financial information;
b. Selecting the basis of accounting to be applied in the preparation of the compiled financial information that is appropriate for the intended use;
c. The accuracy and completeness of the information provided to us; and
d. Attaching the compilation engagement report when distributing or reproducing the compiled financial information.

Reporting
Unless unanticipated difficulties are encountered, our communication will be substantially in the following form:

COMPILATION ENGAGEMENT REPORT

On the basis of information provided by management, we have compiled the statement of financial position of River & Sky Arts in the Woods as at October 31, 2023, the statement of operations and changes in unrestricted net assets for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information ("financial information").

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, Compilation Engagements, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

FREELANDT CALDWELL REILLY LLP
Chartered Professional Accountants
Licensed Public Accountants
Sudbury, Ontario

Ownership
The working papers, files, other materials, reports and work created, developed or performed by us during the course of the Engagement are the property of our firm, constitute confidential information and will be retained by us in accordance with our firm's policies and procedures.

During the course of our work, we may provide, for your own use, certain software, spreadsheets and other intellectual property to assist with the provision of our services. Such software, spreadsheets and other intellectual property must not be copied, distributed or used for any other purpose. We also do not provide any warranties in relation to these items and will not be liable for any lost or corrupted data or other damage or loss suffered or incurred by you in connection with your use of them.

We retain the copyright and all intellectual property rights in any original materials provided to you.

Independence
In situations where we are not independent when conducting this engagement, we will need to disclose the nature and extent of the matters which impair our independence in the Compilation Engagement report.

Fees
Our professional fees will be based on our regular billing rates, plus direct out-of-pocket expenses and applicable taxes, and are due when rendered. Fees for any additional services will be established separately.

Use and Distribution of our Communication
The compilation of the financial information and the issuance of our compilation engagement are solely for the use of those to whom our report is specifically addressed by us. We make no representations of any kind to any third party in respect of the financial information and will not assume any responsibility or liability arising from the use of this communication by any third party.

You acknowledge that no reliance shall be placed on draft versions of our commentary, conclusions, report, advice or other items ("Work Product"), whether oral or written, issued by us as the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final Work Product issued by us.

Termination
If we are unable to complete the Engagement, we may withdraw from the Engagement before issuing our Compilation Engagement communication or compiling the financial information. If this occurs, we will communicate the reasons and provide details.

Billing
Our fees and costs will be billed monthly and are due when rendered. Invoices unpaid 30 days past the billing date may be deemed delinquent, and are subject to an interest charge of 1.5% per month (18% per annum). We reserve the right to suspend our services or to withdraw from this Engagement in the event that any of our invoices are deemed delinquent. In the event that any proceeding is required to collect unpaid balances due to us, you agree to reimburse us for our costs of collection, including lawyers' fees.

Other Terms of Engagement
It should be noted that our accounting work in the area of GST/HST and other commodity taxes is limited to a level that is appropriate to compile the financial information. Accordingly, we may not detect situations where you are incorrectly collecting GST/HST or incorrectly claiming input tax credits. As you are aware, failure to properly account for the GST/HST could result in you or your organization becoming liable for tax, interest or penalties. These situations may also arise for provincial sales tax, custom duties, and excise taxes.

Other Services
In addition to the services referred to above, we will, as allowed by the Rules of Professional Conduct, prepare your income tax return(s), annual filing(s) and other special reports as required. Management will provide the information necessary to complete these returns/reports and will file them with the appropriate authorities on a timely basis. Any partner, associate or administrative clerk employed by Freelandt Caldwell Reilly LLP who has the relevant knowledge of the Corporation is authorized to sign and file electronically or otherwise any annual return on behalf of the Corporation.

Conclusion and Acceptance
This engagement letter includes the relevant terms that will govern the Engagement for which it has been prepared. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

The terms of the Engagement outlined in this letter supersede our previous compilation Engagement Letter and will continue in effect from year to year until amended, replaced or terminated in writing.

If you have any questions about the contents of this letter, please raise them with us. If the services outlined are in accordance with your requirements and if the above terms are acceptable to you, please sign the copy of this letter in the space provided and return it to us.

We appreciate the opportunity of continuing to be of service to your organization.

Yours very truly,
FREELANDT CALDWELL REILLY LLP

Tony McGregor CPA, CA
Partner

The terms of the Engagement set out herein, including the attached Terms and Conditions (REV. 5-2022), are acknowledged and agreed on behalf of River & Sky Arts in the Woods by:

Per: _____
Abigail Cassio

30266

1. **TERMS AND CONDITIONS**

a. The Terms and Conditions are an integral part of the accompanying Proposal or Engagement Letter from Freelandt Caldwell Reilly LLP ("FCR" or "we") that identifies the engagement to which they relate.

b. In the event of conflict between the Proposal or Engagement Letter and the Terms and Conditions, the Terms and Conditions prevail unless specific reference to a provision of these Terms and Conditions being varied is made in the Proposal or Engagement Letter. Other capitalized words in these Terms and Conditions have the meanings given to them in the Proposal or Engagement Letter.

2. **SERVICES**

a. FCR will use reasonable efforts to complete the performance of the services described in the Proposal or Engagement Letter within any agreed-upon time-frame.

b. It is understood and agreed that FCR's services may include advice and recommendations to Client or its legal representatives. All decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. FCR will not perform management functions or make management decisions for Client.

c. Nothing in the Terms and Conditions shall be construed as precluding or limiting in any way the right of FCR to provide services of any kind or nature whatsoever to any person or entity as FCR in its sole discretion deems appropriate.

3. **TAX SERVICES**

a. If the Proposal or Engagement Letter is with respect to tax and advisory services or if tax services are otherwise specifically requested by Client, FCR will perform the procedures in accordance with this section. FCR will base its findings exclusively on the facts and assumptions provided to FCR by Client and Client's personnel and advisors. FCR will consider the applicable provisions of the relevant Canadian taxing statutes, regulations, and tax treaties, and judicial and administrative interpretations of them. FCR will also take into account all specific proposals to amend such statutes, regulations and treaties publicly announced prior to the date of FCR's reports, based on the assumption that these amendments will be enacted substantially as proposed. These authorities are subject to change, retroactively and/or prospectively, and may result in incremental taxes, interest, and/or penalties. FCR's findings will not otherwise take into account or anticipate any changes in law or practice, by way of judicial, governmental or legislative action or interpretation. Unless Client specifically requests otherwise, FCR is not responsible for updating its tax work or correspondence to Client to take any such changes into account.

b. FCR will use professional judgment in providing advice, and will, unless Client instructs otherwise, take the position most favourable to Client whenever reasonable. All returns are subject to examination by tax authorities, and FCR's advice may be audited and challenged by a tax authority. Client understands that FCR's conclusions are not binding on tax authorities or the courts and should not be construed as a representation, warranty or guarantee that the tax authorities or courts will agree with FCR's conclusion.

c. Any advice and assistance we provide throughout the course of the engagement will be based on the provisions of the Income Tax Act (Canada) (the "ITA"), the Excise Tax Act (Canada) (the "ETA"), and the ITA Regulations and ETA Regulations in force at the date of our correspondence. Ways and Means Motions, draft legislation by the Department of Finance, published jurisprudence and the published administrative practices of the Canada Revenue Agency at the time of our correspondence will also be considered. The Acts and Regulations, their judicial interpretation, and the administrative policies of the Canada Revenue Agency are subject to change. Any such change subsequent to the completion of this engagement could impact upon the effectiveness of our advice and transactions undertaken by Client as a result of our advice. FCR is not responsible for updating its advice for any such change which may occur subsequent to the completion of the engagement.

d. Client is also responsible for ensuring that FCR's advice is implemented strictly in accordance with FCR's recommendations. FCR is not responsible for any penalties or interest assessed against Client as a result of a failure by Client to provide FCR with accurate and complete information.

e. Unless expressly provided for, FCR's services do not include representing Client in the event of a challenge by the Canada Revenue Agency or other tax revenue authorities.

f. FCR's services are restricted to Canadian tax matters and implications and FCR will not advise on any U.S. or other non-Canadian matters or implications for U.S. or other non-Canadian residents involved directly or indirectly in the subject matter of our advice, including without limitation, the beneficiary of any estate. It is up to the Client to determine if it needs advice for any U.S. or other non-Canadian matters or residents, and, if so, then to obtain such advice.

g. FCR will not and does not advise on the specific personal income tax implication to any beneficiary of an estate, including with respect to wills reviewed by FCR or resulting from or amended to address advice or assistance from FCR unless Client is the beneficiary and the beneficiary has specifically retained FCR to provide that advice.

4. **CLIENT RESPONSIBILITIES**

a. Client agrees to cooperate with FCR in the performance of the services under the Proposal or Engagement Letter and shall provide or arrange to provide FCR with timely access to and use of the personnel, facilities, equipment, data and information necessary for FCR to perform the services under the Proposal or Engagement Letter. Client is solely responsible for verifying that FCR receives true and correct financial and other information sufficient to allow FCR to perform the services requested of FCR under the Proposal or Engagement Letter. To the extent that FCR personnel are on Client premises, Client will take all reasonable precautions for the safety of FCR partners, employees and agents at Client premises. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to FCR for purposes of the performance by FCR of its services hereunder. The Proposal or Engagement Letter may set forth additional responsibilities of Client in connection with the engagement. Client acknowledges that Client's failure to perform these obligations could adversely impact FCR's ability to perform its services.

b. Client agrees that Client, and not FCR, shall perform the following functions: (i) make all management decisions and perform all management functions; (ii) designate an individual who possesses suitable skill, knowledge and experience, preferably within senior management, to oversee the performance of the services under the Proposal or Engagement Letter, and to evaluate the adequacy and results of such services; (iii) accept responsibility for the results of such services; and (iv) establish and maintain internal controls over the processes with which such services are concerned, including, without limitation, monitoring ongoing activities.

c. Client acknowledges and agrees that FCR will, in performing the services, base its conclusions on the facts and assumptions that Client furnishes and that FCR may use data, material, and other information furnished by or at the request or direction of Client without any independent investigation or verification and that FCR shall be entitled to rely upon the accuracy and completeness of such data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to FCR could have a material effect on FCR's conclusions.

d. Client acknowledges that information made available by it, or by the others on Client's behalf, or otherwise known to partners or staff of FCR who are not engaged in the provisions of the services hereunder shall not be deemed to have been made available to the individuals within FCR who are engaged in the provision of the services hereunder. Client undertakes that, if anything occurs after information is provided by Client to FCR to render such information untrue, unfair or misleading, Client shall promptly notify FCR.

5. **REPORTING**

a. During the performance of the services, FCR may supply oral, draft or interim advice, reports or presentations but in such circumstances FCR's written advice or final written report shall take precedence. No reliance should be placed by Client on any oral, draft or interim advice, reports or presentations. Where Client wishes to rely on oral advice or oral presentation, Client shall inform FCR and FCR will provide documentary confirmation of the advice concerned and in such a case the advice or presentation will be subject to these Terms and Conditions.

b. Prior the issuance of a final report by FCR, Client may be asked to, and will, confirm in writing certain representations made to FCR during the engagement, including that Client has reviewed FCR's draft report, is satisfied with it, and has no knowledge of any facts not noted in the report that would be reasonably expected to materially affect its conclusions.

c. Any advice, opinion or report prepared by FCR will be based upon such assumptions, limitations, qualifications and reservations as FCR deems necessary or prudent considering, but not limited to, (i) the time available to complete the services; (ii) the information, data, opinions, advice and representations made available to FCR, and (iii) FCR's access to Client's management, advisors and agents.

d. Subsequent to the completion of the engagement, FCR will not update its advice, recommendations or work product for changes or modification to the law and regulations, or to the judicial and administrative interpretations thereof, or for subsequent events or transactions, unless Client separately engages FCR to do so in writing after such changes or modifications, interpretations, events or transactions occur.

6. **WORKING PAPERS AND USE OF REPORTS**

a. FCR retains all rights in all methodologies, know-how, knowledge, applications and software developed by FCR either prior to or during the engagement. FCR also retains all rights (including copyright) in all reports, written advice and other working papers and materials developed by FCR during the engagement. Unless contemplated by the Proposal or Engagement Letter, all reports and written advice are intended solely for Client's internal use and, where applicable, government taxation authorities, and may not be edited, distributed, published, made available or relied upon by any other person without FCR's express written permission. If such permission is given, Client shall not publish any extract or excerpt of FCR's written advice or report or refer to FCR without providing the entire advice or report at the same time.

b. Subject to the restrictions of Section 7, FCR is entitled to use or develop the knowledge, experience and skills of general application gained through performing the engagement.

7. **CONFIDENTIALITY**

a. Except as described in Section 6 above, Client will treat in confidence the Proposal or Engagement Letter and these Terms and Conditions and any FCR methodologies, know-how, knowledge, application or software identified by FCR as confidential information of FCR, and will not use or disclose such confidential information of FCR to others.

b. FCR will treat as confidential all proprietary information and personal information obtained from Client in the course of the engagement. FCR will not release such confidential proprietary and personal information to any party without Client's prior written consent other than to (i) FCR's partners, employees, agents, and authorized representatives, and (ii) FCR's service providers and subcontractors, as required to perform the Services, and as long as they are bound by reasonable confidentiality obligations.

c. The above restrictions shall not apply to any information that: (i) is required by law or professional standards applicable to FCR to be disclosed; (ii) that is in or hereafter enters the public domain; (iii) that is or hereafter becomes known to Client or FCR as the case may be, without breach of any confidentiality obligation; or (iv) that is independently developed by FCR.

d. FCR will be entitled to include a description of the services rendered in the course of the engagement in marketing and research materials and disclose such information to third parties, provided that all such information will be rendered anonymous and not subject to association with Client.

e. Professional standards require FCR personnel performing any audit or assurance services for clients to discuss or have available to them all information and materials that may affect the audit or assurance engagement. Client authorizes, if Client is or becomes an assurance Client, FCR personnel performing services under the engagement to make available to the FCR assurance engagement team and other FCR personnel, the findings, observations and recommendations from the engagement and agrees that FCR may use all such findings, observations and recommendations in FCR's assurance engagement.

8. **CONSENTS AND NOTICES**

Any collection, use or disclosure of personal information is subject to FCR's Privacy Policy available at www.FCRCPA.com. FCR may be required to collect, use and disclose personal information about individuals during the course of this engagement. Client represents and warrants that: (i) it will obtain from individuals all consent required by law to permit FCR to collect, use and disclose all personal information reasonably required in the course of the engagement, and (ii) Client consents to FCR sending to Client, its officers, directors, and employees, as applicable,

electronic messages (including emails) relating to FCR products and services and other matters of interest to Client. Client, its officers, directors, or employees may withdraw such consent by contacting the FCR office located at 62 Frood Road, Suite 301, Sudbury, Ontario P3C 4Z3.

9. **TAXES/BILLING/EXPENSES/FEES**

a. All fees and other charges do not include any applicable federal, provincial, or other goods and services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes or duties shall be assumed and paid by Client without deduction from the fees and charges hereunder.

b. Bills, including, without limitation, a charge on account of all reasonable expenses, including travel, meals, accommodations, long distance, telecommunications, photocopying, delivery, postage, clerical assistance and database research will be rendered on a regular basis as the engagement progresses. An administrative and technology services charge will be charged to cover information technology infrastructure costs and administrative support of our client service personnel which are not included in our professional fees and routine administrative disbursements and expenses such as local travel, long distance telephone calls, photocopies, fax charges, printing, postage and delivery, database research and tools and clerical assistance. Other direct out-of-pocket expenses for non-routine items such as out of town travel, accommodation and meals, if any will be charged at cost. Accounts are due when rendered. Interest on overdue accounts is calculated at the rate noted in the Proposal or Engagement Letter commencing 30 days following the date of the invoice.

c. Without limiting its rights or remedies, FCR shall have the right to halt or terminate entirely its services until payment is received on past due invoices. In the event that any proceeding is required to collect unpaid balances due to FCR, Client agrees to reimburse FCR for its costs of collection, including lawyers' fees.

10. **LIMITATION ON WARRANTIES**

This is a services engagement. FCR warrants that it will perform services hereunder in good faith with qualified personnel in a competent and workmanlike manner in accordance with applicable industry standards. FCR disclaims all other warranties, representations or conditions, either express or implied, including, without limitation, warranties, representations or conditions of merchantability or fitness for a particular purpose.

11. **LIMITATION ON LIABILITY AND INDEMNITY**

a. Client agrees that FCR shall not be liable to Client for any actions, damages, claims, liabilities, costs, expenses, or losses of the Client or any other person in any way arising out of or relating to the services performed under any Proposal or Engagement Letter or engagement for an aggregate amount in excess of the professional fees paid by Client to FCR under the engagement. On a multi-phase engagement, this maximum aggregate liability shall be based on the amount actually paid in professional fees to FCR under the engagement for the particular phase that gives rise to the liability.

b. In no event shall FCR be liable for loss of profits or for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In any action, claim, loss or damages arising out of the engagement, Client agrees that FCR’s liability will be several and not joint and several. Client may only claim payment from FCR of FCR’s proportionate share of the total liability based on degree of fault.

c. Client agrees to indemnify, defend and hold harmless FCR from and against (i) all claims and causes of action by any third-party related to or arising out of any services provided by FCR to Client (the "Claims"); and (ii) any losses, liabilities, damages and expenses (including, but not limited to, reasonable lawyers' fees and expenses) incurred by FCR in connection with or arising out of any Claims ((i) and (ii) above collectively "Indemnified Costs"); provided that this indemnity shall not apply to the extent it is finally determined in proceedings before an arbitrator or a court of competent jurisdiction that the Indemnified Costs were a result of FCR’s own gross negligence, or intentional misconduct.

d. For purposes of this section, the term FCR shall include its associated and affiliated entities and their respective partners, directors, officers, employees and agents. The provisions of this section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), restitution or otherwise.

12. **LEGAL PROCEEDINGS**

a. Client agrees to notify FCR promptly of any request received by Client from any court or applicable regulatory authority with respect to the services subject to these Terms and Conditions, FCR's advice or report or any related document.

b. Client acknowledges that FCR may from time to time receive requests or orders from professional or securities or other regulatory, judicial or governmental authorities (both in Canada and abroad) to provide them with information and copies of documents in FCR's files including working papers and other work-product relating to Client. Except where prohibited by law or when a request relates to a review by our practice inspectors, FCR will advise Client of the request or order. Client hereby acknowledges that FCR will provide the documents and information without further reference to, or authority from Client. When such an authority requests access to FCR's working papers and other work-product relating to Client affairs, FCR will on a reasonable efforts basis, refuse access to any document over which Client has expressly informed FCR at the time of delivery that the Client asserts privilege, except where disclosures of documents is required by law. Client must mark any document over which it asserts privilege as "privileged". If and only if the authority requires such access to privileged documents pursuant to the laws of a jurisdiction in which express consent is required for such disclosures, then Client hereby provides its consent. Where privileged Client documents are disclosed, FCR is directed to advise the authority that Client is permitting disclosure only to the extent required by law and for limited purpose of the authority's exercise of statutory authority. FCR is directed to advise the authority that Client does not intend to waive privilege for any other purpose and that Client expects its documents to be held by the authority as privileged and confidential material (held securely, limited distribution, etc.). For greater certainty, Client and FCR hereby agree that this acknowledgement (and, if required, consent) does not negate or constitute a waiver of privilege for any purpose and Client expressly relies upon the privilege protections afforded under statute and otherwise under law.

c. If FCR is required by law, pursuant to government regulation, subpoena or other legal process or requested by Client to produce documents or personnel as witnesses arising out of the engagement, or otherwise required to respond to an information request, Client shall reimburse FCR at standard billing rates for professional time and expenses, including, without limitation, reasonable legal fees, incurred in responding to such requests. Such assistance shall be treated as a separate engagement and shall be subject to these Terms and Conditions.

13. **LIMITATION PERIOD**

No action or arbitration, regardless of form, arising under or relating to the engagement, may be brought by Client against FCR more than one year after the cause of action has accrued or in any event not more than five years after completion of the engagement. For purposes of this section, the term FCR shall include its associated and affiliated entities and its and their respective partners, directors, officers, employees and agents.

14. **TERMINATION**

Unless terminated sooner in accordance with its terms, the engagement shall terminate on the completion of FCR's services under the engagement, which completion shall be evidenced by the delivery by FCR to Client of the final invoice in respect of the services performed under the engagement. Should Client not fulfill its obligations set out herein or in the Proposal or Engagement Letter and in the absence of rectification by Client within 10 days, FCR may, upon written notice, terminate its performance and will not be responsible for any loss, cost or expense resulting. The engagement may be terminated by either party at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination. Upon early termination of the engagement, Client shall be responsible for the payment to FCR for FCR's time and expenses incurred up to the termination date, as well as reasonable time and expenses to bring the engagement to a close in a prompt and orderly manner.

15. **E-MAIL COMMUNICATION**

Client recognizes and accepts the risks associated with communicating by Internet e-mail and with using cloud-based software, including (but without limitation) the lack of security, unreliability of delivery, unauthorized access to or corruption of data and possible loss of confidentiality and privilege. Unless Client requests in writing that FCR does not

communicate by Internet e-mail, Client assumes all responsibility or liability in respect of risk associated with its use. Client also assumes all risks associated with the use of any cloud-based software used in connection with or in relation to its engagement of FCR.

16. **POTENTIAL CONFLICTS OF INTEREST**

a. Except as otherwise set out herein, Client should be aware that it is not uncommon for FCR to be auditors and/or advisors of more than one of the parties involved in a transaction. In such situations, FCR takes appropriate measures to ensure that strict confidentiality is maintained in all respects. If these circumstances are identified, FCR will advise Client of that fact, subject to confidentiality requirements, and will consider with Client what further measures, if any, are appropriate.

b. Client agrees that it will consent to and will not object to FCR representing or acting for another party in another unrelated matter even if that party is adverse in interest to Client's interests. This agreement does not extend to any matter in which there is a real or apparent conflict of interest in which case FCR would not act unless in an appropriate circumstance it sought and obtained Client's consent. In other words, Client has agreed that FCR may act in a fresh and independent matter unrelated to any work FCR has previously done for it and where previously obtained confidential information is irrelevant to that matter.

c. FCR will notify Client if a situation develops which might, to FCR's knowledge, impair its independence or cause a conflict of interest with respect to any services being provided to Client. Client will notify FCR promptly of any potential conflict of interest of which Client becomes aware prior to or during the engagement. In addition, it is possible that due to unexpected circumstances, we may be unable to complete the engagement with respect to a particular issue. FCR reserves the right, if in its professional judgment the circumstances require, to suspend or terminate services where a conflict situation unexpectedly arises which FCR believes renders it unable to complete the engagement in whole or part. FCR's engagement will be deemed to be completed upon written notification of termination, even if FCR has not completed the engaged services. Client will be obligated to compensate FCR for the time expended to that point and to pay all accrued administrative charges and disbursements through the date of termination.

17. **FORCE MAJEURE**

Neither Client nor FCR shall be liable for any delays or failures of performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labour dispute, war or other violence, disease or pandemic, or any law, order or requirement of any governmental agency or authority.

18. **INDEPENDENT CONTRACTOR**

It is understood and agreed that each of the parties is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

19. **SURVIVAL**

The terms and provisions of any Proposal or Engagement Letter other than FCR's promise to provide services and Sections 1 to 16, 19, 20, and 23 to 27 hereof shall survive the expiration or termination of the engagement.

20. **SUCCESSORS AND ASSIGNS**

The Terms and Conditions and the attached Proposal or Engagement Letter shall be binding upon the parties to it and their respective associated and affiliated entities and their respective partners, directors, officers, employees and agents and successors and permitted assigns. Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations with respect to this engagement without the prior written consent of the other party.

FCR may assign its right to payment hereunder to any person and its other rights and obligations hereunder to any affiliate or successor in interest to all or substantially all of the assets or business of the relevant FCR practice, without the consent of Client. In addition, FCR may engage independent contractors and associated firms to assist FCR in performing the services hereunder.

21. **SEVERABILITY**

The provisions of the Terms and Conditions and the attached Proposal or Engagement Letter shall only apply to the extent that they are not prohibited by a mandatory provision of applicable law. If any of these provisions shall be held to be invalid, void or unenforceable, then the remainder of the Terms and Conditions and the attached Proposal or Engagement Letter, as the case may be, shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

22. **ENTIRE AGREEMENT**

The Terms and Conditions, and the attached Proposal or Engagement Letter, including, without limitation, Exhibits, constitute the entire agreement between FCR and Client with respect to the engagement and supersede all other oral and written representation, understandings or agreements relating to the engagement.

23. **GOVERNING LAW**

The Terms and Conditions and the related Proposal or Engagement Letter shall be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

24. **PUBLICITY**

Upon the closing of a transaction, FCR will have the right (but shall not be obliged), at its expense, to publicize its association with the transaction by way of public announcement in “tombstone” or similar format, subject to prior review of the wording for any such announcement with Client.

25. **SPECIFIC ACCOUNTING ADVICE**

a. Except as set forth in the Proposal or Engagement Letter, the engagement does not contemplate the provision of specific accounting advice or opinions or the issuance of a written report on the application of accounting standards to specific transactions and facts and circumstances of Client. Such services, if requested, would be provided pursuant to a separate engagement.

b. Client should consult with and/or engage legal counsel for the purpose of advising on legal aspects of matters on which FCR provides its advice and drafting any legal documents and/or agreements that may be required. To the extent legal counsel or other professional service providers are required, Client is exclusively responsible for engaging and paying such services providers.

26. **LLP**

Freelandt Caldwell Reilly LLP is a registered limited liability partnership (“LLP”) established under the laws of the Province of Ontario and, where applicable, has been registered extra-provincially under provincial LLP legislation. FCR is a partnership, but its partners have a degree of limited liability. A partner is not personally liable for any debts, obligations or liabilities of the LLP that arise from a negligent act or omission by another partner or any person under that other partner’s direct supervision or control. The legislation relating to limited liability partnerships does not, however, reduce or limit the liability of the firm. The firm’s insurance exceeds the mandatory professional indemnity insurance requirements established by the relevant professional bodies. Subject to the other provisions hereof, all partners of the LLP remain personally liable for their own actions and/or actions of those they directly supervise or control.

27. **ALTERNATIVE DISPUTE RESOLUTION**

All disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, shall be mediated pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. The place of mediation shall be Sudbury, Ontario. The language of the mediation shall be English. Service of a written request for mediation by a party shall stop the running of any applicable limitation period. At any time more than thirty (30) days after delivery of a written request for mediation, any party may serve on the other party or parties a written declaration that the mediation is terminated. Following the termination of a mediation, all disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, will be finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. Nothing shall preclude any party from raising in the arbitration any disputes or matters that were not the subject of the preceding mediation. The seat of arbitration shall be Sudbury, Ontario. The language of the arbitration will be English. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal of the award. Nothing in this clause shall preclude a party from seeking any interim measures at any time from the Ontario Superior Court of Justice or any other court. For the purpose of this clause, service may be made by physical delivery to a party's last known place of business or by email or other electronic means of delivery to a party's last known email address or other electronic or telephonic coordinates, including by text to a party's last known telephone number.

May 31, 2024

Abigail Cassio
950 Bancroft Dr
Sudbury, ON
P3B 1P9

Dear Ms. Cassio:

RE: River & Sky Arts in the Woods

Please be advised that we have acted as accountants for the above company for its fiscal year ended October 31, 2023 and our Compilation Engagement Report attached to the financial statements was dated May 31, 2024.

We wish to draw to your attention that pursuant to Section 148 of the Business Corporations Act of Ontario we have been retained in our capacity as **ACCOUNTANTS** and not auditors. Therefore, please ensure that the minutes of the company refer to our appointment as **ACCOUNTANTS** and contain the written consent of all shareholders to dispense with audit requirements in accordance with Section 148.

The minute books of the company should record the following:

Dividends
No dividends have been declared.

Please note that the NAICS code filed on the corporate tax return for the fiscal year ended October 31, 2023 was 711190.

Please prepare the applicable federal or provincial consent to exemption from audit requirements.

If you have any questions, please do not hesitate to contact us.

Yours very truly,
FREELANDT CALDWELL REILLY LLP

Tony McGregor CPA, CA
Partner

30266

River & Sky Arts in the Woods

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Year End: October 31, 2023
Adjusting Journal Entries
Date: 11/01/2022 To 10/31/2023

Number	Date	Name	Account No	Debit	Credit
1	10/31/2023	Other Receivables	1220	621.50	
1	10/31/2023	Bad Debts Expense	5570		621.50
		To adjust other receivables preliminary balance			
2	10/31/2023	Accum. Amort. Tents	1625		399.37
2	10/31/2023	Accum. Amort. Sound & Lighting	1645		12.47
2	10/31/2023	Accum. Amort. Canteen Equipment	1665		37.45
2	10/31/2023	Accum.Amort. Furniture & Fixtur	1685		24.91
2	10/31/2023	Accum. Amort. Equipment	1745		926.88
2	10/31/2023	Accum. Amort. Trailers/Vehicles	1760		21.57
2	10/31/2023	Depreciation Expense	5520	1,422.65	
		To record amortization			
3	10/31/2023	Unearned Revenue	2750	28,125.00	
3	10/31/2023	***PUBLIC SECTOR REVENUE***: Prov/Terr Ai	4455		28,125.00
		To adjust deferred revenue			
4	10/31/2023	Prepaid Expenses	1320	95.31	
4	10/31/2023	Insurance Expense	5525		95.31
		To adjust prepaids to actual			
5	10/31/2023	RBC GIC	1011	18.75	
5	10/31/2023	Interest Income	4900		18.75
		To record GIC interest			
6	10/31/2023	Accounts Payable	2100	4,993.29	
6	10/31/2023	HST Collected/paid	2300		485.03
6	10/31/2023	Artists' & Professional Fees	5105		222.00
6	10/31/2023	Festival Production Costs	5180		3,730.96
6	10/31/2023	WSIB Premiums Expense	6070		555.30
		To reverse prior year payables			

Number	Date	Name	Account No	Debit	Credit
7	10/31/2023	Payroll Liabilities EI Payable - Company	2410	184.07	
7	10/31/2023	Payroll Liabilities EI Payable - Employee	2420	131.49	
7	10/31/2023	Payroll Liabilities CPP Payable - Company	2430	428.26	
7	10/31/2023	Payroll Liabilities CPP Payable - Employee	2440	428.26	
7	10/31/2023	Payroll Liabilities Income Tax Payable - Employ	2450	658.32	
7	10/31/2023	Payroll Expenses Gross Pay	6030		1,830.40
		To adjust source deductions to actual			
8	10/31/2023	HST Collected/paid	2300		155.32
8	10/31/2023	Rent, Parking, Utilities	6020	155.32	
		To adjust HST on rent			
9	10/31/2023	Accrued Liabilities	2140		4,904.20
9	10/31/2023	HST Collected/paid	2300	564.20	
9	10/31/2023	Accounting Fees	6000	4,340.00	
		To record FCR invoice TTM-80767			
10	10/31/2023	Payroll Liabilities	2400	6,492.22	
10	10/31/2023	Payroll Expenses Gross Pay	6030		6,492.22
		To adjust payroll accrual			
11	10/31/2023	Other Receivables	1220	14,807.70	
11	10/31/2023	Northern Ontario Heritage Fund Corporation	4440		14,807.70
		To record NOHFC receivable			
12	10/31/2023	RBC Cheq 04982-100-646-9 (8619)	1010	975.64	
12	10/31/2023	HST Collected/paid	2300		112.24
12	10/31/2023	Festival Supplies Expense	5177		863.40
		To reverse outstanding withdrawal			
13	10/31/2023	HST Collected/paid	2300		575.95
13	10/31/2023	Payroll Liabilities - CRA	2460	575.95	

Number	Date	Name	Account No	Debit	Credit
13	10/31/2023	Payroll Liabilities - CRA	2460		11,820.59
13	10/31/2023	CRA Penalities and Interest	5532	2,152.58	
13	10/31/2023	Payroll Expenses Gross Pay	6030	9,668.01	
		To record 2022 CRA payroll liabilities and HST transfer			
14	10/31/2023	Accounts Receivable	1210		17,264.88
14	10/31/2023	Accounts Receivable	1210	1,829.85	
14	10/31/2023	HST Collected/paid	2300	85.80	
14	10/31/2023	HST Collected/paid	2300		210.51
14	10/31/2023	Earned -Vendor Fee Revenues	4159		1,619.34
14	10/31/2023	***PRIVATE SECTOR REVENUE*** General C	4315	660.00	
14	10/31/2023	Northern Ontario Heritage Fund Corporation	4440	16,519.08	
		To adjust accounts receivable to actual			
15	10/31/2023	HST Collected/paid	2300	76.79	
15	10/31/2023	CRA Penalities and Interest	5532		76.79
		To adjust the interest charged on the HST account for 2023			
16	10/31/2023	Inventory - Book	1240		456.26
16	10/31/2023	Inventory - T-shirts 2022	1241		403.51
16	10/31/2023	Inventory - T-shirts	1242		557.35
16	10/31/2023	Inventory - Bandanas	1243		799.26
16	10/31/2023	Inventory - All	1244	6,048.28	
16	10/31/2023	Merchandise Expense-RiverSky	5411		3,831.90
		To adjust inventory to actual			
17	10/31/2023	Other Receivables	1220	15,477.00	
17	10/31/2023	***PUBLIC SECTOR REVENUE*** Prov/Terr Ar	4460		15,477.00
		To record Ontario Arts Council funding receivable			
18	10/31/2023	Other Liabilities	2150		22,500.00
18	10/31/2023	Other Payroll Costs	6031	22,500.00	
		To record employee settlement			

Number	Date	Name	Account No	Debit	Credit
19	10/31/2023	RBC Visa Credit Line (CEBA)	2350		20,000.00
19	10/31/2023	Government Subsidies - CEBA	4240	20,000.00	
		To reverse forgiveable portion of CEBA loan			
20	10/31/2023	Accounts Payable	2100		22,000.00
20	10/31/2023	Accounts Payable	2100		2,257.58
20	10/31/2023	HST Collected/paid	2300	259.72	
20	10/31/2023	HST Collected/paid	2300	3,681.42	
20	10/31/2023	Festival Supplies Expense	5177	1,997.86	
20	10/31/2023	Festival Volunteer Costs	5183	18,318.58	
		To record current year payables			
21	10/31/2023	Gifts in Kind - Goods	4345		24,537.88
21	10/31/2023	In-Kind Donations-Festival	5182	19,537.88	
21	10/31/2023	In-Kind Donations Expense	5585	5,000.00	
		To record in-kind revenue and expenses			
				208,830.78	**208,830.78**

Net Income (Loss) **(65,183.97)**

River & Sky Arts in the Woods

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Year End: October 31, 2023
Trial Balance
Adjusted G/L Balances

Account	Prelim	Adj's	Reclass	Rep	Rep 10/22
1005 Petty Cash	1,935.00	0.00	**0.00**	**1,935.00**	1,235.00
1010 RBC Cheq 04982-100-646-9 (8619	18,637.41	975.64	**(16,250.00)**	**3,363.05**	22,526.16
1011 RBC GIC	1,481.25	18.75	**0.00**	**1,500.00**	1,500.00
1020 PayPal	459.93	0.00	**0.00**	**459.93**	459.93
1025 NCU Chequing (100003256336)	1,262.06	0.00	**0.00**	**1,262.06**	2,776.90
1030 NCU Savings (100003256328)	25.00	0.00	**0.00**	**25.00**	25.00
A Cash	**23,800.65**	**994.39**	**(16,250.00)**	**8,545.04**	**28,522.99**
1210 Accounts Receivable	19,524.88	(15,435.03)	**0.00**	**4,089.85**	10,621.10
1220 Other Receivables	(621.50)	30,906.20	**16,250.00**	**46,534.70**	57,140.58
2300 HST Collected/paid	15,559.18	3,128.88	**0.00**	**18,688.06**	18,192.92
C Accounts receivable	**34,462.56**	**18,600.05**	**16,250.00**	**69,312.61**	**85,954.60**
1240 Inventory - Book	456.26	(456.26)	**0.00**	**0.00**	456.26
1241 Inventory - T-shirts 2022	403.51	(403.51)	**0.00**	**0.00**	403.51
1242 Inventory - T-shirts	557.35	(557.35)	**0.00**	**0.00**	557.35
1243 Inventory - Bandanas	799.26	(799.26)	**0.00**	**0.00**	799.26
1244 Inventory - All	0.00	6,048.28	**0.00**	**6,048.28**	0.00
D Inventory	**2,216.38**	**3,831.90**	**0.00**	**6,048.28**	**2,216.38**
1320 Prepaid Expenses	3,051.29	95.31	**0.00**	**3,146.60**	3,051.29
1870 Security Deposits Asset	300.00	0.00	**0.00**	**300.00**	300.00
L Prepaid expenses	**3,351.29**	**95.31**	**0.00**	**3,446.60**	**3,351.29**
1620 Tents	6,444.24	0.00	**0.00**	**6,444.24**	6,444.24
1625 Accum. Amort. Tents	(5,113.02)	(399.37)	**0.00**	**(5,512.39)**	(5,113.02)
1640 Sound and Lighting Equipment	412.78	0.00	**0.00**	**412.78**	412.78
1645 Accum. Amort. Sound & Lighting	(350.45)	(12.47)	**0.00**	**(362.92)**	(350.45)
1660 Canteen Equipment	4,115.12	0.00	**0.00**	**4,115.12**	4,115.12
1665 Accum. Amort. Canteen Equipment	(4,040.23)	(37.45)	**0.00**	**(4,077.68)**	(4,040.23)
1680 Furniture & Fixtures	824.75	0.00	**0.00**	**824.75**	824.75
1685 Accum.Amort. Furniture & Fixtur	(700.22)	(24.91)	**0.00**	**(725.13)**	(700.22)
1740 Equipment	12,339.68	0.00	**0.00**	**12,339.68**	10,039.77
1745 Accum. Amort. Equipment	(6,555.31)	(926.88)	**0.00**	**(7,482.19)**	(6,555.31)
1755 Trailers/Vehicles	1,467.59	0.00	**0.00**	**1,467.59**	1,467.59
1760 Accum. Amort. Trailers/Vehicles	(1,395.68)	(21.57)	**0.00**	**(1,417.25)**	(1,395.68)
S Capital assets	**7,449.25**	**(1,422.65)**	**0.00**	**6,026.60**	**5,149.34**
2350 RBC Visa Credit Line (CEBA)	(40,000.00)	(20,000.00)	**60,000.00**	**0.00**	(40,000.00)
AA Bank loans	**(40,000.00)**	**(20,000.00)**	**60,000.00**	**0.00**	**(40,000.00)**
2100 Accounts Payable	(4,993.29)	(19,264.29)	**0.00**	**(24,257.58)**	(12,284.39)
2140 Accrued Liabilities	(2,500.00)	(4,904.20)	**0.00**	**(7,404.20)**	(2,500.00)
2150 Other Liabilities	0.00	(22,500.00)	**0.00**	**(22,500.00)**	0.00

Account	Prelim	Adj's	Reclass	Rep	Rep 10/22
2231 RBC Visa Business 6640	0.00	0.00	**0.00**	**0.00**	(805.91)
2240 Loans/Reimbursable: Loan from Ab	(286.78)	0.00	**0.00**	**(286.78)**	(286.78)
2400 Payroll Liabilities	(7,496.68)	6,492.22	**0.00**	**(1,004.46)**	(7,496.68)
2410 Payroll Liabilities EI Payable - Co	(184.07)	184.07	**0.00**	**0.00**	(184.07)
2420 Payroll Liabilities EI Payable - Em	(131.49)	131.49	**0.00**	**0.00**	(131.49)
2430 Payroll Liabilities CPP Payable - C	(428.26)	428.26	**0.00**	**0.00**	(428.26)
2440 Payroll Liabilities CPP Payable - E	(428.26)	428.26	**0.00**	**0.00**	(428.26)
2450 Payroll Liabilities Income Tax Paya	(658.32)	658.32	**0.00**	**0.00**	(658.32)
2460 Payroll Liabilities - CRA	0.00	(11,244.64)	**0.00**	**(11,244.64)**	0.00
BB Accounts payable and accrued li	**(17,107.15)**	**(49,590.51)**	**0.00**	**(66,697.66)**	**(25,204.16)**
2750 Unearned Revenue	(28,125.00)	28,125.00	**0.00**	**0.00**	(28,125.00)
EE Deferred revenue	**(28,125.00)**	**28,125.00**	**0.00**	**0.00**	**(28,125.00)**
2500 LTD-CEBA	0.00	0.00	**(60,000.00)**	**(60,000.00)**	0.00
NN Long term debt	**0.00**	**0.00**	**(60,000.00)**	**(60,000.00)**	**0.00**
3200 Retained Earnings	(31,865.44)	0.00	**0.00**	**(31,865.44)**	(8,339.79)
ZZ Retained earnings	**(31,865.44)**	**0.00**	**0.00**	**(31,865.44)**	**(8,339.79)**
4100 Earned - Presenting/Hosting Admis	(126,392.10)	0.00	**5,180.00**	**(121,212.10)**	0.00
4125 ***EARNED REVENUE*** Present	0.00	0.00	**0.00**	**0.00**	(105,024.04)
4157 Earned -Merchandise Revenues	(15,383.72)	0.00	**0.00**	**(15,383.72)**	(6,874.43)
4158 ***EARNED REVENUE*** Advertis	0.00	0.00	**0.00**	**0.00**	(3,730.00)
4159 Earned -Vendor Fee Revenues	(1,596.01)	(1,619.34)	**0.00**	**(3,215.35)**	(2,846.63)
4125.1 Presenting/Hosting Adm	0.00	0.00	**0.00**	**0.00**	(6.00)
10 Revenue	**(143,371.83)**	**(1,619.34)**	**5,180.00**	**(139,811.17)**	**(118,481.10)**
4430 ***PUBLIC SECTOR REVENUE***	(20,000.00)	0.00	**0.00**	**(20,000.00)**	(27,000.00)
15 Canada Heritage Grant	**(20,000.00)**	**0.00**	**0.00**	**(20,000.00)**	**(27,000.00)**
4440 Northern Ontario Heritage Fund Co	(60,662.26)	1,711.38	**0.00**	**(58,950.88)**	(60,209.28)
16 Northern Ontario Heritage Fund C	**(60,662.26)**	**1,711.38**	**0.00**	**(58,950.88)**	**(60,209.28)**
4495 ***PUBLIC SECTOR REVENUE***	(53,650.00)	0.00	**(11,350.00)**	**(65,000.00)**	(60,000.00)
17 Ontario Media Development Corp	**(53,650.00)**	**0.00**	**(11,350.00)**	**(65,000.00)**	**(60,000.00)**
4435 ***PUBLIC SECTOR REVENUE***	(19,889.00)	0.00	**0.00**	**(19,889.00)**	(27,425.00)
18 Other Federal funding	**(19,889.00)**	**0.00**	**0.00**	**(19,889.00)**	**(27,425.00)**
4155 ***EARNED REVENUE*** Membe	0.00	0.00	**(5,180.00)**	**(5,180.00)**	(4,918.78)
19 Membership dues	**0.00**	**0.00**	**(5,180.00)**	**(5,180.00)**	**(4,918.78)**
4240 Government Subsidies - CEBA	0.00	20,000.00	**0.00**	**20,000.00**	0.00

Account	Prelim	Adj's	Reclass	Rep	Rep 10/22
4900 Interest Income	0.00	(18.75)	**0.00**	**(18.75)**	0.00
20 Other income	**0.00**	**19,981.25**	**0.00**	**19,981.25**	**0.00**
4305 ***PRIVATE SECTOR REVENUE***	(720.99)	0.00	**0.00**	**(720.99)**	(7,105.04)
4315 ***PRIVATE SECTOR REVENUE***	0.00	660.00	**0.00**	**660.00**	(3,103.00)
4320 Specific Corp Sponsorsip (Cash)	0.00	0.00	**0.00**	**0.00**	(5,627.10)
4330 ***PRIVATE SECTOR REVENUE***	(2,805.00)	0.00	**0.00**	**(2,805.00)**	(965.00)
12 Fundraising and donations	**(3,525.99)**	**660.00**	**0.00**	**(2,865.99)**	**(16,800.14)**
4455 ***PUBLIC SECTOR REVENUE***	(16,250.00)	(28,125.00)	**11,850.00**	**(32,525.00)**	(75,950.00)
11 Other income	**(16,250.00)**	**(28,125.00)**	**11,850.00**	**(32,525.00)**	**(75,950.00)**
4460 ***PUBLIC SECTOR REVENUE***	0.00	(15,477.00)	**0.00**	**(15,477.00)**	(15,477.00)
14 Ontario Arts Council	**0.00**	**(15,477.00)**	**0.00**	**(15,477.00)**	**(15,477.00)**
4345 Gifts in Kind - Goods	0.00	(24,537.88)	**0.00**	**(24,537.88)**	(6,859.44)
13 In kind goods and services	**0.00**	**(24,537.88)**	**0.00**	**(24,537.88)**	**(6,859.44)**
5314 Advertising/Promotion Expenses	2,953.65	0.00	**0.00**	**2,953.65**	7,996.68
5320 Advertising Purchases	2,305.31	0.00	**0.00**	**2,305.31**	1,683.62
210 Advertising and promotion	**5,258.96**	**0.00**	**0.00**	**5,258.96**	**9,680.30**
5520 Depreciation Expense	0.00	1,422.65	**0.00**	**1,422.65**	1,594.06
230 Amortization	**0.00**	**1,422.65**	**0.00**	**1,422.65**	**1,594.06**
5530 Bank Charges & Fees	5,195.80	0.00	**0.00**	**5,195.80**	730.21
5531 Stripe Payment Processing Fees	0.00	0.00	**0.00**	**0.00**	2,760.63
5532 CRA Penalities and Interest	0.00	2,075.79	**0.00**	**2,075.79**	0.00
270 Bank charges and interest	**5,195.80**	**2,075.79**	**0.00**	**7,271.59**	**3,490.84**
5525 Insurance Expense	4,595.40	(95.31)	**0.00**	**4,500.09**	0.00
6510 Insurance - Liability, D and O	0.00	0.00	**0.00**	**0.00**	3,834.85
400 Insurance	**4,595.40**	**(95.31)**	**0.00**	**4,500.09**	**3,834.85**
5545 Office Supplies Expense	825.16	0.00	**0.00**	**825.16**	6,098.36
5560 Telephone & Internet Expenses	1,780.60	0.00	**0.00**	**1,780.60**	912.65
5565 Travel Expenses - General	275.96	0.00	**(500.00)**	**(224.04)**	858.79
5570 Bad Debts Expense	621.50	(621.50)	**0.00**	**0.00**	1,957.70
6980 Uncategorized Expenses	0.00	0.00	**0.00**	**0.00**	649.57
6500.2 Operations:6500.2 Postage, Mai	0.00	0.00	**0.00**	**0.00**	19.76
6500.3 Printing and Copying	0.00	0.00	**0.00**	**0.00**	47.00
490 Office and general	**3,503.22**	**(621.50)**	**(500.00)**	**2,381.72**	**10,543.83**
5104 Festival Leads	7,700.00	0.00	**0.00**	**7,700.00**	10,600.00

Account	Prelim	Adj's	Reclass	Rep	Rep 10/22
5130 Production/Technical Services	0.00	0.00	**0.00**	**0.00**	26,400.00
5170 Outreach, Audience Development	4,771.93	0.00	**0.00**	**4,771.93**	1,652.09
5180 Festival Production Costs	62,812.01	(3,730.96)	**(428.12)**	**58,652.93**	26,232.26
5181 Camping Costs	1,592.05	0.00	**(1,327.43)**	**264.62**	14,004.65
5185 Security Costs	5,517.80	0.00	**1,755.55**	**7,273.35**	14,529.50
5191 Membership & Registration (PD)	605.60	0.00	**0.00**	**605.60**	541.61
6020 Rent, Parking, Utilities	6,594.68	155.32	**0.00**	**6,750.00**	0.00
6280 Rent, Parking, Utilities	0.00	0.00	**0.00**	**0.00**	6,000.00
500 Production Costs	**89,594.07**	**(3,575.64)**	**0.00**	**86,018.43**	**99,960.11**
5183 Festival Volunteer Costs	10,626.45	18,318.58	**0.00**	**28,945.03**	37,349.59
501 Volunteer Costs	**10,626.45**	**18,318.58**	**0.00**	**28,945.03**	**37,349.59**
5182 In-Kind Donations-Festival	0.00	19,537.88	**0.00**	**19,537.88**	1,130.00
5330 Marketing In-kind Expenses	0.00	0.00	**0.00**	**0.00**	523.44
5585 In-Kind Donations Expense	400.00	5,000.00	**(400.00)**	**5,000.00**	5,205.00
5179.1 Canteen Expenses:5179.1 Cant	0.00	0.00	**0.00**	**0.00**	1.00
510 In-Kind Donation Expense	**400.00**	**24,537.88**	**(400.00)**	**24,537.88**	**6,859.44**
5310 M & C Professional Fees	4,120.00	0.00	**0.00**	**4,120.00**	9,900.00
5507 Bookkeeping Fees	2,570.00	0.00	**0.00**	**2,570.00**	3,900.00
6000 Accounting Fees	1,521.00	4,340.00	**0.00**	**5,861.00**	0.00
6010 Legal Fees	36.99	0.00	**0.00**	**36.99**	0.00
6210.1 Accounting Fees	0.00	0.00	**0.00**	**0.00**	2,998.00
6210.2 Legal Fees	0.00	0.00	**0.00**	**0.00**	45.00
520 Professional fees	**8,247.99**	**4,340.00**	**0.00**	**12,587.99**	**16,843.00**
5105 Artists' & Professional Fees	77,648.53	(222.00)	**400.00**	**77,826.53**	65,375.43
580 Artist fees	**77,648.53**	**(222.00)**	**400.00**	**77,826.53**	**65,375.43**
5177 Festival Supplies Expense	4,277.22	1,134.46	**0.00**	**5,411.68**	330.62
5178 Artist Hospitality Expenses	7,301.97	0.00	**0.00**	**7,301.97**	10,842.54
5179 Canteen Expenses	0.00	0.00	**0.00**	**0.00**	1,034.24
5411 Merchandise Expense-RiverSky	12,016.74	(3,831.90)	**0.00**	**8,184.84**	800.10
5412 Merchandise (R & S) In-Kind	0.00	0.00	**0.00**	**0.00**	400.00
5418 Fundraising Supplies Expense	555.88	0.00	**0.00**	**555.88**	2,435.56
5535 Maintenance & Repairs Expense	359.00	0.00	**0.00**	**359.00**	532.11
610 Supplies	**24,510.81**	**(2,697.44)**	**0.00**	**21,813.37**	**16,375.17**
6030 Payroll Expenses Gross Pay	132,793.78	1,345.39	**0.00**	**134,139.17**	0.00
6070 WSIB Premiums Expense	791.53	(555.30)	**0.00**	**236.23**	0.00
6600.1 Payroll Expenses Gross Pay	0.00	0.00	**0.00**	**0.00**	108,017.88
6600.2 Payroll Expenses Vacation Pay	0.00	0.00	**0.00**	**0.00**	1,060.94
6600.3 Payroll Expenses EI - Company	0.00	0.00	**0.00**	**0.00**	2,390.11

Account	Prelim	Adj's	Reclass	Rep	Rep 10/22
6600.4 Payroll Expenses CPP - Compar	0.00	0.00	**0.00**	**0.00**	5,437.61
6600.6 WSIB Premiums Expense	0.00	0.00	**0.00**	**0.00**	781.93
700 Wages and employee benefits	**133,585.31**	**790.09**	**0.00**	**134,375.40**	**117,688.47**
6031 Other Payroll Costs	0.00	22,500.00	**0.00**	**22,500.00**	0.00
701	**0.00**	**22,500.00**	**0.00**	**22,500.00**	**0.00**
	0.00	**0.00**	**0.00**	**0.00**	**0.00**
Net Income (Loss)	**(45,817.46)**			**(65,183.97)**	**23,525.65**

Canada Revenue Agency | Agence du revenu du Canada

T2 Corporation Income Tax Return

200

EXEMPT FROM TAX

This form serves as a federal, provincial, and territorial corporation income tax return, unless the corporation is located in Quebec or Alberta. If the corporation is located in one of these provinces, you have to file a separate provincial corporation return.

All legislative references on this return are to the federal Income Tax Act and Income Tax Regulations. This return may contain changes that had not yet become law at the time of publication.

Send one completed copy of this return, including schedules and the General Index of Financial Information (GIFI), to your tax centre. You have to file the return within six months after the end of the corporation's tax year.

For more information see **canada.ca/taxes** or Guide T4012, T2 Corporation – Income Tax Guide.

055 **Do not use this area**

Identification

Business number (BN) 001 81528 0409 RC0001

Corporation's name

002 River and Sky Arts in the Woods

Address of head office

Has this address changed since the last time the CRA was notified? . . . . . 010 Yes ☐ No ☒

If **yes**, complete lines 011 to 018.

011
012

City	Province, territory, or state
015 Sudbury	016 ON
Country (other than Canada)	**Postal or ZIP code**
017	018 P3B 1P9

Mailing address (if different from head office address)

Has this address changed since the last time the CRA was notified? . . . . . 020 Yes ☐ No ☒

If **yes**, complete lines 021 to 028.

021 c/o Abigail Cassio
022
023

City	Province, territory, or state
025 Sudbury	026 ON
Country (other than Canada)	**Postal or ZIP code**
027	028 P3B 1P9

Location of books and records (if different from head office address)

Has this address changed since the last time the CRA was notified? . . . . . 030 Yes ☐ No ☒

If **yes**, complete lines 031 to 038.

031 950 Bancroft Dr
032

City	Province, territory, or state
035 Sudbury	036 ON
Country (other than Canada)	**Postal or ZIP code**
037	038 P3B 1P9

040 **Type of corporation at the end of the tax year** (tick one)

- ☐ 1 Canadian-controlled private corporation (CCPC)
- ☐ 2 Other private corporation
- ☐ 3 Public corporation
- ☐ 4 Corporation controlled by a public corporation
- ☒ 5 Other corporation (specify) Not for Profit

If the type of corporation changed during the tax year, provide the effective date of the change . . . . . 043 Year Month Day

To which tax year does this return apply?

Tax year start (060)	Tax year-end (061)
Year Month Day	Year Month Day
2022-11-01	2023-10-31

Has there been an acquisition of control resulting in the application of subsection 249(4) since the tax year start on line 060? . . . . . 063 Yes ☐ No ☒

If **yes**, provide the date control was acquired . . . . . 065 Year Month Day

Is the date on line 061 a deemed tax year-end according to subsection 249(3.1)? . . . . . 066 Yes ☐ No ☒

Is the corporation a professional corporation that is a member of a partnership? . . . . . 067 Yes ☐ No ☒

Is this the first year of filing after:

- Incorporation? . . . . . 070 Yes ☐ No ☒
- Amalgamation? . . . . . 071 Yes ☐ No ☒

If **yes**, complete lines 030 to 038 and attach Schedule 24.

Has there been a wind-up of a subsidiary under section 88 during the current tax year? . . . . . 072 Yes ☐ No ☒

If **yes**, complete and attach Schedule 24.

Is this the final tax year before amalgamation? . . . . . 076 Yes ☐ No ☒

Is this the final return up to dissolution? . . . . . 078 Yes ☐ No ☒

If an election was made under section 261, state the functional currency used 079

Is the corporation a resident of Canada? 080 Yes ☒ No ☐

If **no**, give the country of residence on line 081 and complete and attach Schedule 97.

081

Is the non-resident corporation claiming an exemption under an income tax treaty? . . . . . 082 Yes ☐ No ☒

If **yes**, complete and attach Schedule 91.

If the corporation is exempt from tax under section 149, tick one of the following boxes:

085
- ☒ 1 Exempt under paragraph 149(1)(e) or (l)
- ☐ 2 Exempt under paragraph 149(1)(j)
- ☐ 4 Exempt under other paragraphs of section 149

Do not use this area

095 096 898

Attachments

Financial statement information: Use GIFI schedules 100, 125, and 141.
Schedules – Answer the following questions. For each **yes** response, **attach** the schedule to the T2 return, unless otherwise instructed.

		Yes	Schedule
Is the corporation related to any other corporations?	150		9
Is the corporation an associated CCPC?	160		23
Is the corporation an associated CCPC that is claiming the expenditure limit?	161		49
Does the corporation have any non-resident shareholders who own voting shares?	151		19
Has the corporation had any transactions, including section 85 transfers, with its shareholders, officers, or employees, other than transactions in the ordinary course of business? Exclude non-arm's length transactions with non-residents	162		11
If you answered **yes** to the above question, and the transaction was between corporations not dealing at arm's length, were all or substantially all of the assets of the transferor disposed of to the transferee?	163		44
Has the corporation paid any royalties, management fees, or other similar payments to residents of Canada?	164		14
Is the corporation claiming a deduction for payments to a type of employee benefit plan?	165		15
Is the corporation claiming a loss or deduction from a tax shelter?	166		T5004
Is the corporation a member of a partnership for which a partnership account number has been assigned?	167		T5013
Did the corporation, a foreign affiliate controlled by the corporation, or any other corporation or trust that did not deal at arm's length with the corporation have a beneficial interest in a non-resident discretionary trust (without reference to section 94)?	168		22
Did the corporation own any shares in one or more foreign affiliates in the tax year?	169		25
Has the corporation made any payments to non-residents of Canada under subsections 202(1) and/or 105(1) of the Income Tax Regulations?	170		29
Did the corporation have a total amount over CAN$1 million of reportable transactions with non-arm's length non-residents?	171		T106
For private corporations: Does the corporation have any shareholders who own 10% or more of the corporation's common and/or preferred shares?	173		50
Has the corporation made payments to, or received amounts from, a retirement compensation plan arrangement during the year?	172		
Does the corporation earn income from one or more Internet web pages or websites?	180		88
Is the net income/loss shown on the financial statements different from the net income/loss for income tax purposes?	201	X	1
Has the corporation made any charitable donations; gifts of cultural or ecological property; or gifts of medicine?	202		2
Has the corporation received any dividends or paid any taxable dividends for purposes of the dividend refund?	203		3
Is the corporation claiming any type of losses?	204	X	4
Is the corporation claiming a provincial or territorial tax credit or does it have a permanent establishment in more than one jurisdiction?	205		5
Has the corporation realized any capital gains or incurred any capital losses during the tax year?	206		6
i) Is the corporation a CCPC and reporting a) income or loss from property (other than dividends deductible on line 320 of the T2 return), b) income from a partnership, c) income from a foreign business, d) income from a personal services business, e) income referred to in clause 125(1)(a)(i)(C) or 125(1)(a)(i)(B), f) aggregate investment income as defined in subsection 129(4), or g) an amount assigned to it under subsection 125(3.2) or 125(8); or ii) Is the corporation a member of a partnership and assigning its specified partnership business limit to a designated member under subsection 125(8)?	207		7
Does the corporation have any property that is eligible for capital cost allowance?	208		8
Does the corporation have any resource-related deductions?	212		12
Is the corporation claiming deductible reserves?	213		13
Is the corporation claiming a patronage dividend deduction?	216		16
Is the corporation a credit union claiming a deduction for allocations in proportion to borrowing or a provincial credit union tax reduction?	217		17
Is the corporation an investment corporation or a mutual fund corporation?	218		18
Is the corporation carrying on business in Canada as a non-resident corporation?	220		20
Is the corporation claiming any federal, provincial, or territorial foreign tax credits, or any federal logging tax credits?	221		21
Does the corporation have any Canadian manufacturing and processing profits or zero-emission technology manufacturing profits?	227		27
Is the corporation claiming an investment tax credit?	231		31
Is the corporation claiming any scientific research and experimental development (SR&ED) expenditures?	232		T661
Is the total taxable capital employed in Canada of the corporation and its related corporations over $10,000,000?	233		33/34/35
Is the total taxable capital employed in Canada of the corporation and its associated corporations over $10,000,000?	234		
Is the corporation subject to gross Part VI tax on capital of financial institutions?	238		38
Is the corporation claiming a Part I tax credit?	242		42
Is the corporation subject to Part IV.1 tax on dividends received on taxable preferred shares or Part VI.1 tax on dividends paid?	243		43
Is the corporation agreeing to a transfer of the liability for Part VI.1 tax?	244		45
For financial institutions: Is the corporation a member of a related group of financial institutions with one or more members subject to gross Part VI tax?	250		39
Is the corporation claiming a Canadian film or video production tax credit?	253		T1131
Is the corporation claiming a film or video production services tax credit?	254		T1177
Is the corporation claiming a Canadian journalism labour tax credit?	272		58
Is the corporation subject to Part XIII.1 tax? (Show your calculations on a sheet that you identify as Schedule 92.)	255		92

Attachments (continued)

		Yes	Schedule
Did the corporation have any foreign affiliates in the tax year?	271		T1134
Did the corporation own or hold specified foreign property where the total cost amount of all such property, at any time in the year, was more than CAN$100,000?	259		T1135
Did the corporation transfer or loan property to a non-resident trust?	260		T1141
Did the corporation receive a distribution from or was it indebted to a non-resident trust in the year?	261		T1142
Has the corporation entered into an agreement to allocate assistance for SR&ED carried out in Canada?	262		T1145
Has the corporation entered into an agreement to transfer qualified expenditures incurred in respect of SR&ED contracts?	263		T1146
Has the corporation entered into an agreement with other associated corporations for salary or wages of specified employees for SR&ED?	264		T1174
Did the corporation pay taxable dividends (other than capital gains dividends) in the tax year?	265		55
Has the corporation made an election under subsection 89(11) not to be a CCPC?	266		T2002
Has the corporation revoked any previous election made under subsection 89(11)?	267		T2002
Did the corporation (CCPC or deposit insurance corporation (DIC)) pay eligible dividends, or did its general rate income pool (GRIP) change in the tax year?	268		53
Did the corporation (other than a CCPC or DIC) pay eligible dividends, or did its low rate income pool (LRIP) change in the tax year?	269		54
Is the corporation claiming a return of fuel charge proceeds to farmers tax credit?	273		63
Are you an employer reporting a non-qualified security agreement under subsection 110(1.9)?	274		59
Is the corporation claiming an air quality improvement tax credit?	275		65
Is the corporation subject to the additional 1.5% tax on banks and life insurers?	276		68

Additional information

Did the corporation use the International Financial Reporting Standards (IFRS) when it prepared its financial statements?	270	Yes	No X
Is the corporation inactive?	280	Yes	No X

What is the corporation's main revenue-generating business activity? 711190 Other Performing Arts Companies

Specify the principal products mined, manufactured, sold, constructed, or services provided, giving the approximate percentage of the total revenue that each product or service represents.

284	Music Festival	285	100.000 %
286		287	%
288		289	%

Did the corporation immigrate to Canada during the tax year?	291	Yes	No X
Did the corporation emigrate from Canada during the tax year?	292	Yes	No X
Do you want to be considered as a quarterly instalment remitter if you are eligible?	293	Yes	No
If the corporation was eligible to remit instalments on a quarterly basis for part of the tax year, provide the date the corporation ceased to be eligible (Year Month Day)	294		
If the corporation's major business activity is construction, did you have any subcontractors during the tax year?	295	Yes	No

Taxable income

Net income or (loss) for income tax purposes from Schedule 1, financial statements, or GIFI	300	-63,761	A
Deduct:			
Charitable donations from Schedule 2	311		
Cultural gifts from Schedule 2	313		
Ecological gifts from Schedule 2	314		
Gifts of medicine made before March 22, 2017, from Schedule 2	315		
Taxable dividends deductible under section 112 or 113, or subsection 138(6) from Schedule 3	320		
Part VI.1 tax deduction*	325		
Non-capital losses of previous tax years from Schedule 4	331		
Net capital losses of previous tax years from Schedule 4	332		
Restricted farm losses of previous tax years from Schedule 4	333		
Farm losses of previous tax years from Schedule 4	334		
Limited partnership losses of previous tax years from Schedule 4	335		
Taxable capital gains or taxable dividends allocated from a central credit union	340		
Prospector's and grubstaker's shares	350		
Employer deduction for non-qualified securities	352		
Subtotal			B
Subtotal (amount A **minus** amount B) (if negative, enter "0")			C
Section 110.5 additions or subparagraph 115(1)(a)(vii) additions	355		D
Taxable income (amount C **plus** amount D)	360		
Taxable income for the year from a personal services business			Z.1

* This amount is equal to 3.5 times the Part VI.1 tax payable at line 724 on page 9.

Small business deduction

Canadian-controlled private corporations (CCPCs) throughout the tax year

Income eligible for the small business deduction from Schedule 7 . . . . . **400** _____ A

Taxable income from line 360 on page 3, **minus** 100/28 (3.57143) of the amount on line 632* on page 8, **minus** 4 times the amount on line 636** on page 8, and **minus** any amount that, because of federal law, is exempt from Part I tax . . . . . **405** _____ B

Business limit (see notes 1 and 2 below) . . . . . **410** _____ C

Notes:

1. For CCPCs that are not associated, enter $ 500,000 on line 410. However, if the corporation's tax year is less than 51 weeks, prorate this amount by the number of days in the tax year **divided** by 365, and enter the result on line 410.
2. For associated CCPCs, use Schedule 23 to calculate the amount to be entered on line 410.

Business limit reduction

Taxable capital business limit reduction for tax years starting before April 7, 2022

Amount C _____ x **415** *** _____ D = ... _____ E1
11,250

Taxable capital business limit reduction for tax years starting after April 6, 2022

Amount C _____ x **415** *** _____ D = ... _____ E2
90,000

Amount E1 or amount E2, whichever applies _____ ▶ _____ E3

Passive income business limit reduction

Adjusted aggregate investment income from Schedule 7**** . **417** _____ – 50,000 = . . _____ F

Amount C _____ x Amount F _____ = ... _____ G
100,000

The greater of amount E3 and amount G **422** _____ H

Reduced business limit (amount C **minus** amount H) (if negative, enter "0") . . . . . **426** _____ I

Business limit the CCPC assigns under subsection 125(3.2) (from line 515 below) . . . . . _____ J

Reduced business limit after assignment (amount I **minus** amount J) . . . . . **428** _____ K

Small business deduction – Amount A, B, C, or K, whichever is the least . . . . _____ x 19 % = **430** _____

Enter amount from line 430 at amount K on page 8.

* Calculate the amount of foreign non-business income tax credit deductible on line 632 without reference to the refundable tax on the CCPC's investment income (line 604) and without reference to the corporate tax reductions under section 123.4.

** Calculate the amount of foreign business income tax credit deductible on line 636 without reference to the corporation tax reductions under section 123.4.

*** **Large corporations**

- If the corporation is not associated with any corporations in both the current and previous tax years, the amount to be entered on line 415 is: (total taxable capital employed in Canada for the **prior** year **minus** $10,000,000) x 0.225%.
- If the corporation is not associated with any corporations in the current tax year, but was associated in the previous tax year, the amount to be entered on line 415 is: (total taxable capital employed in Canada for the **current** year **minus** $10,000,000) x 0.225%.
- For corporations associated in the current tax year, see Schedule 23 for the special rules that apply.

**** Enter the total adjusted aggregate investment income of the corporation and all associated corporations for each tax year that ended in the preceding calendar year. Each corporation with such income has to file a Schedule 7. For a corporation's first tax year that starts after 2018, this amount is reported at line 744 of the corresponding Schedule 7. Otherwise, this amount is the total of all amounts reported at line 745 of the corresponding Schedule 7 of the corporation for each tax year that ended in the preceding calendar year.

Small business deduction (continued)

Specified corporate income and assignment under subsection 125(3.2)

	L1 Name of corporation receiving the income and assigned amount	L Business number of the corporation receiving the assigned amount 490	M Income paid under clause 125(1)(a)(i)(B) to the corporation identified in column L [3] 500	N Business limit assigned to corporation identified in column L [4] 505
1.				

Total 510 _____ Total 515 _____

Notes:

3. This amount is [as defined in subsection 125(7) **specified corporate income** (a)(i)] the total of all amounts each of which is income (other than specified farming or fishing income of the corporation for the year) from an active business of the corporation for the year from the provision of services or property to a private corporation (directly or indirectly, in any manner whatever) if
   (A) at any time in the year, the corporation (or one of its shareholders) or a person who does not deal at arm's length with the corporation (or one of its shareholders) holds a direct or indirect interest in the private corporation, and
   (B) it is not the case that all or substantially all of the corporation's income for the year from an active business is from the provision of services or property to
   (I) persons (other than the private corporation) with which the corporation deals at arm's length, or
   (II) partnerships with which the corporation deals at arm's length, other than a partnership in which a person that does not deal at arm's length with the corporation holds a direct or indirect interest.
4. The amount of the business limit you assign to a CCPC cannot be greater than the amount determined by the formula A – B, where A is the amount of income referred to in column M in respect of that CCPC and B is the portion of the amount described in A that is deductible by you in respect of the amount of income referred to in clauses 125(1)(a)(i)(A) or (B) for the year. The amount on line 515 cannot be greater than the amount on line 426.

General tax reduction for Canadian-controlled private corporations

Canadian-controlled private corporations throughout the tax year

Taxable income from line 360 on page 3 . . . . . A

Lesser of amounts 9B and 9H from Part 9 of Schedule 27 . . . . . B
Amount 13K from Part 13 of Schedule 27 C
Personal services business income . . . . . 432 D
Amount from line 400, 405, 410, or 428 on page 4, whichever is the least . . . . . E
Aggregate investment income from line 440 on page 6* . . . . . F

Subtotal (**add** amounts B to F) ▶ G

Amount A **minus** amount G (if negative, enter "0") . . . . . H

General tax reduction for Canadian-controlled private corporations – Amount H **multiplied** by 13 % I

Enter amount I on line 638 on page 8.

* Except for a corporation that is, throughout the year, a cooperative corporation (within the meaning assigned by subsection 136(2)) or a credit union.

General tax reduction

Do not complete this area if you are a Canadian-controlled private corporation, an investment corporation, a mortgage investment corporation, a mutual fund corporation, or any corporation with taxable income that is not subject to the corporation tax rate of 38%.

Taxable income from line 360 on page 3 . . . . . J

Lesser of amounts 9B and 9H from Part 9 of Schedule 27 . . . . . K
Amount 13K from Part 13 of Schedule 27 L
Personal services business income . . . . . 434 M

Subtotal (**add** amounts K to M) ▶ N

Amount J **minus** amount N (if negative, enter "0") . . . . . O

General tax reduction – Amount O **multiplied** by 13 % . . . . . P

Enter amount P on line 639 on page 8.

Refundable portion of Part I tax

Canadian-controlled private corporations throughout the tax year

Aggregate investment income from Schedule 7 . . . . . **440** _____ x 30 2/3 % = _____ A

Foreign non-business income tax credit from line 632 on page 8 . . . . . _____ B

Foreign investment income from Schedule 7 . . . . . **445** _____ x 8 % = _____ C

Subtotal (amount B **minus** amount C) (if negative, enter "0") _____ ▶ _____ D

Amount A **minus** amount D (if negative, enter "0") . . . . . _____ E

Taxable income from line 360 on page 3 . . . . . _____ F

Amount from line 400, 405, 410, or 428 on page 4, whichever is the least . . . . . _____ G

Foreign non-business income tax credit from line 632 on page 8 . . . . _____ x 75 / 29 = _____ H

Foreign business income tax credit from line 636 on page 8 . . _____ x 4 = _____ I

Subtotal (**add** amounts G to I) _____ ▶ _____ J

Subtotal (amount F **minus** amount J) _____ K x 30 2/3 % = _____ L

Part I tax payable minus investment tax credit refund (line 700 **minus** line 780 from page 9) . . . . . _____ M

Refundable portion of Part I tax – Amount E, L, or M, whichever is the least . . . . . **450** _____ N

Refundable dividend tax on hand

Eligible refundable dividend tax on hand (ERDTOH) at the end of the previous tax year (line 530 of the preceding tax year)	520		A
Non-eligible refundable dividend tax on hand (NERDTOH) at the end of the previous tax year (line 545 of the preceding tax year) (if negative, enter "0")	535		B
Part IV tax payable on taxable dividends from connected corporations (amount 2G from Schedule 3)		C	
Part IV tax payable on eligible dividends from non-connected corporations (amount 2J from Schedule 3)		D	
Subtotal (amount C **plus** amount D) ▶			E
Net ERDTOH transferred on an amalgamation or the wind-up of a subsidiary	525		F
ERDTOH dividend refund for the previous tax year	570		G
Refundable portion of Part I tax (from line 450 on page 6)			H
Part IV tax before deductions (amount 2A from Schedule 3)		I	
Part IV tax allocated to ERDTOH (amount E)		J	
Part IV tax reduction due to Part IV.1 tax payable (amount 4D of Schedule 43)		K	
Subtotal (amount I **minus** total of amounts J and K) ▶			L
Net NERDTOH transferred on an amalgamation or the wind-up of a subsidiary	540		M
NERDTOH dividend refund for the previous tax year	575		N
38 1/3% of the total losses applied against Part IV tax (amount 2D from Schedule 3)			O
Part IV tax payable allocated to NERDTOH, net of losses claimed (amount L **minus** amount O) (if negative enter “0”)			P
NERDTOH at the end of the tax year (total of amounts B, H, M, and P **minus** amount N) (if negative, enter "0")	545		
Part IV tax payable allocated to ERDTOH, net of losses claimed (amount E **minus** the amount, if any, by which amount O exceeds amount L) (if negative, enter "0")			Q
ERDTOH at the end of the tax year (total of amounts A, F, and Q **minus** amount G) (if negative, enter "0")	530		

Dividend refund

38 1/3% of total eligible dividends paid in the tax year (amount 3A from Schedule 3)		AA
ERDTOH balance at the end of the tax year (line 530)		BB
Eligible dividend refund (amount AA or BB, whichever is less)		CC
38 1/3% of total non-eligible taxable dividends paid in the tax year (amount 3B from Schedule 3)		DD
NERDTOH balance at the end of the tax year (line 545)		EE
Non-eligible dividend refund (amount DD or EE, whichever is less)		FF
Amount DD **minus** amount EE (if negative, enter "0")		GG
Amount BB **minus** amount CC (if negative, enter "0")		HH
Additional non-eligible dividend refund (amount GG or HH, whichever is less)		II
Dividend refund – Amount CC **plus** amount FF **plus** amount II		JJ

Enter amount JJ on line 784 on page 9.

Part I tax

Base amount Part I tax – Taxable income (from line 360 on page 3) **multiplied** by 38 % . . . . . **550** A

Additional tax on personal services business income (section 123.5)

Taxable income from a personal services business . . . . . **555** x 5 % = **560** B

Additional tax on banks and life insurers from Schedule 68 . . . . . **565** C

Recapture of investment tax credit from Schedule 31 . . . . . **602** D

Calculation for the refundable tax on the Canadian-controlled private corporation's (CCPC) investment income
(if it was a CCPC throughout the tax year)

Aggregate investment income from line 440 on page 6 . . . . . E

Taxable income from line 360 on page 3 . . . . . F

Deduct:

Amount from line 400, 405, 410, or 428 on page 4, whichever is the least . . . . . G

Net amount (amount F **minus** amount G) ▶ H

Refundable tax on CCPC's investment income – 10 2 / 3 % of whichever is less: amount E or amount H . . . . . **604** I

Subtotal (**add** amounts A, B, C, D, and I) J

Deduct:

Small business deduction from line 430 on page 4 . . . . . K

Federal tax abatement **608**

Manufacturing and processing profits deduction and zero-emission technology manufacturing deduction from Schedule 27 . . . . . **616**

Investment corporation deduction **620**

Taxed capital gains **624**

Federal foreign non-business income tax credit from Schedule 21 . . . . . **632**

Federal foreign business income tax credit from Schedule 21 . . . . . **636**

General tax reduction for CCPCs from amount I on page 5 . . . . . **638**

General tax reduction from amount P on page 5 . . . . . **639**

Federal logging tax credit from Schedule 21 . . . . . **640**

Eligible Canadian bank deduction under section 125.21 . . . . . **641**

Federal qualifying environmental trust tax credit **648**

Investment tax credit from Schedule 31 . . . . . **652**

Subtotal ▶ L

Part I tax payable – Amount J **minus** amount L . . . . . M

Enter amount M on line 700 on page 9.

Privacy notice

Personal information (including the SIN) is collected to administer or enforce the Income Tax Act and related programs and activities including administering tax, benefits, audit, compliance, and collection. The information collected may be used or disclosed for the purposes of other federal acts that provide for the imposition and collection of a tax or duty. It may also be disclosed to other federal, provincial, territorial, or foreign government institutions to the extent authorized by law. Failure to provide this information may result in paying interest or penalties, or in other actions. Under the Privacy Act, individuals have a right of protection, access to and correction of their personal information, or to file a complaint with the Privacy Commissioner of Canada regarding the handling of their personal information. Refer to Personal Information Bank CRA PPU 047 on Information about Programs and Information Holdings at **canada.ca/cra-information-about-programs**.

Summary of tax and credits

Federal tax

Part I tax payable from amount M on page 8	700	
Part III.1 tax payable from Schedule 55	710	
Part IV tax payable from Schedule 3	712	
Part IV.1 tax payable from Schedule 43	716	
Part VI tax payable from Schedule 38	720	
Part VI.1 tax payable from Schedule 43	724	
Part VI.2 tax payable from Schedule 67	725	
Part XIII.1 tax payable from Schedule 92	727	
Part XIV tax payable from Schedule 20	728	
Total federal tax		

Add provincial or territorial tax:

Provincial or territorial jurisdiction 750 ON
(if more than one jurisdiction, enter "multiple" and complete Schedule 5)

Net provincial or territorial tax payable (except Quebec and Alberta)	760	
Total tax payable	770	A

Deduct other credits:

Investment tax credit refund from Schedule 31	780	
Dividend refund from amount JJ on page 7	784	
Federal capital gains refund from Schedule 18	788	
Federal qualifying environmental trust tax credit refund	792	
Return of fuel charge proceeds to farmers tax credit from Schedule 63	795	
Canadian film or video production tax credit (Form T1131)	796	
Film or video production services tax credit (Form T1177)	797	
Canadian journalism labour tax credit from Schedule 58	798	
Air quality improvement tax credit from Schedule 65	799	
Tax withheld at source	800	
Total payments on which tax has been withheld	801	
Provincial and territorial capital gains refund from Schedule 18	808	
Provincial and territorial refundable tax credits from Schedule 5	812	
Tax instalments paid	840	
Total credits	890	B

Balance (amount A **minus** amount B)

If the result is negative, you have **a refund**. If the result is positive, you have a **balance owing**.
Enter the amount below on whichever line applies.

Generally, the CRA does not charge or refund a difference of $2 or less.

Refund code 894

Refund

Balance owing

For information on how to enrol for direct deposit, go to **canada.ca/cra-direct-deposit**.

For information on how to make your payment, go to **canada.ca/payments**.

If the corporation is a Canadian-controlled private corporation throughout the tax year, does it qualify for the one-month extension of the date the balance of tax is due? 896 Yes ☐ No ☐

If this return was prepared by a tax preparer for a fee, provide their: EFILE number 920 A3529

RepID 925

Certification

I, 950 Cassio (Last name) 951 Abigail (First name) 954 Director (Position, office, or rank),
am an authorized signing officer of the corporation. I certify that I have examined this return, including accompanying schedules and statements, and that the information given on this return is, to the best of my knowledge, correct and complete. I also certify that the method of calculating income for this tax year is consistent with that of the previous tax year except as specifically disclosed in a statement attached to this return.

955 2024-05-31 (Date (yyyy/mm/dd)) — Signature of the authorized signing officer of the corporation — 956 (705) 562-4421 (Telephone number)

Is the contact person the same as the authorized signing officer? If **no**, complete the information below 957 Yes [X] No ☐

958 (Name of other authorized person) 959 (Telephone number)

Language of correspondence – Langue de correspondance

Indicate your language of correspondence by entering **1** for English or **2** for French.
Indiquez votre langue de correspondance en inscrivant **1** pour anglais ou **2** pour français.

990 1

Canada Revenue Agency / Agence du revenu du Canada

Net Income (Loss) for Income Tax Purposes

Schedule 1

Corporation's name	Business number	Tax year-end Year Month Day
River and Sky Arts in the Woods	81528 0409 RC0001	2023-10-31

- Use this schedule to reconcile the corporation's net income (loss) as reported on the financial statements and its net income (loss) for tax purposes. For more information, see the T2 Corporation – Income Tax Guide.
- All legislative references are to the Income Tax Act.

Net income (loss) after taxes and extraordinary items from line 9999 of Schedule 125 . . . . . -65,184 A

Add:

Amortization of tangible assets 104 1,423

Subtotal of additions 1,423 ▶ 1,423

Add:

Other additions:

1 Description 605	2 Amount 295

Total of column 2 ▶ 296

Subtotal of other additions 199 0 ▶ 0 D

Total additions 500 1,423 ▶ 1,423

Amount A **plus** line 500 . . . . . -63,761 B

Deduct:

Subtotal of deductions ▶

Deduct:

Other deductions:

1 Description 705	2 Amount 395

Total of column 2 ▶ 396

Subtotal of other deductions 499 0 ▶ 0 E

Total deductions 510 0 ▶ 0

Net income (loss) for income tax purposes (amount B **minus** line 510) . . . . . -63,761 C

Enter amount C on line 300 of the T2 return.

T2 SCH 1 E (19)

Canada

Canada Revenue Agency / Agence du revenu du Canada

Schedule 4

Corporation Loss Continuity and Application

Corporation's name	Business number	Tax year-end Year Month Day
River and Sky Arts in the Woods	81528 0409 RC0001	2023-10-31

- Use this form to determine the continuity and use of available losses; to determine a current-year non-capital loss, farm loss, restricted farm loss, or limited partnership loss; to determine the amount of restricted farm loss and limited partnership loss that can be applied in a year; and to ask for a loss carryback to previous years.
- A corporation can choose whether or not to deduct an available loss from income in a tax year. The corporation can deduct losses in any order. However, for each type of loss, deduct the oldest loss first.
- According to subsection 111(4) of the federal Income Tax Act, when control has been acquired, no amount of capital loss incurred for a tax year ending before that time is deductible in computing taxable income in a tax year ending after that time. Also, no amount of capital loss incurred in a tax year ending after that time is deductible in computing taxable income of a tax year ending before that time.
- When control has been acquired, subsection 111(5) provides for similar treatment of non-capital and farm losses, except as listed in paragraphs 111(5)(a) and (b).
- For information on these losses, see the T2 Corporation – Income Tax Guide.
- File this schedule with the T2 return, or send the schedule by itself to the tax centre where the return is filed.
- All legislative references are to the federal Income Tax Act.

Part 1 – Non-capital losses

Determination of current-year non-capital loss

Net income (loss) for income tax purposes			-63,761 1A
Net capital losses deducted in the year (enter as a positive amount)		1B	
Taxable dividends deductible under section 112 or subsections 113(1) or 138(6)		1C	
Amount of Part VI.1 tax deductible under paragraph 110(1)(k)		1D	
Amount deductible as prospector's and grubstaker's shares – Paragraph 110(1)(d.2)		1E	
Employer deduction for non-qualified securities – Paragraph 110(1)(e)		1F	
Subtotal (total of amounts 1B to 1F)		▶	1G
Subtotal (amount 1A **minus** amount 1G; if positive, enter "0"			-63,761 1H
Section 110.5 or subparagraph 115(1)(a)(vii) – Addition for foreign tax deductions			1I
Subtotal (amount 1H **minus** amount 1I)			-63,761 1J
Current-year farm loss (the lesser of: the net loss from farming or fishing included in income and the non-capital loss before deducting the farm loss)			1K
Current-year non-capital loss (amount 1J **plus** amount 1K; if positive, enter "0")			-63,761 1L

If amount 1L is negative, enter it on line 110 as a positive.

Continuity of non-capital losses and request for a carryback

Non-capital loss at the end of the previous tax year			1M	
Non-capital loss expired **(note 1)**	100			
Non-capital losses at the beginning of the tax year (amount 1M **minus** line 100)	102		▶	
Non-capital losses transferred on an amalgamation or on the wind-up of a subsidiary **(note 2)** corporation	105			
Current-year non-capital loss (from amount 1L)	110	63,761		
Subtotal (line 105 **plus** line 110)		63,761	▶	63,761 1N
Subtotal (line 102 **plus** amount 1N)				63,761 1O

Note 1: A non-capital loss expires after **20 tax years** and an allowable business investment loss becomes a net capital loss after **10 tax years**.

Note 2: Subsidiary is defined in subsection 88(1) as a taxable Canadian corporation of which 90% or more of each class of issued shares are owned by its parent corporation and the remaining shares are owned by persons that deal at arm's length with the parent corporation.

Part 1 – Non-capital losses (continued)

Other adjustments (includes adjustments for an acquisition of control)	150		
Section 80 – Adjustments for forgiven amounts	140		
Subsection 111(10) – Adjustments for fuel tax rebate			
Non-capital losses of previous tax years applied in the current tax year	130		
Enter line 130 on line 331 of the T2 return.			
Current and previous years non-capital losses applied against current-year taxable dividends subject to Part IV tax **(note 3)**	135		
Subtotal (total of lines 150, 140, 130 and 135)		▶	1P
Non-capital losses before any request for a carryback (amount 1O **minus** amount 1P)		63,761	1Q

Request to carry back non-capital loss to:

First previous tax year to reduce taxable income	901		
Second previous tax year to reduce taxable income	902		
Third previous tax year to reduce taxable income	903		
First previous tax year to reduce taxable dividends subject to Part IV tax	911		
Second previous tax year to reduce taxable dividends subject to Part IV tax	912		
Third previous tax year to reduce taxable dividends subject to Part IV tax	913		
Total of requests to carry back non-capital losses to previous tax years (total of lines 901 to 913)		▶	1R
Closing balance of non-capital losses to be carried forward to future tax years (amount 1Q **minus** amount 1R)	180	63,761	

Note 3: Line 135 is the total of lines 330 and 335 from Schedule 3, Dividends Received, Taxable Dividends Paid, and Part IV Tax Calculation.

Part 2 – Capital losses

Continuity of capital losses and request for a carryback

Capital losses at the end of the previous tax year	200		
Capital losses transferred on an amalgamation or on the wind-up of a subsidiary corporation	205		
Subtotal (line 200 **plus** line 205)		▶	2A
Other adjustments (includes adjustments for an acquisition of control)	250		
Section 80 – Adjustments for forgiven amounts	240		
Subtotal (line 250 **plus** line 240)		▶	2B
Subtotal (amount 2A **minus** amount 2B)			2C
Current-year capital loss (from the calculation on Schedule 6, Summary of Dispositions of Capital Property)	210		
Unused non-capital losses from the 11th previous tax year **(note 4)**			2D
Allowable business investment losses (ABILs) that expired as non-capital losses at the end of the previous tax year **(note 5)**			2E
Enter amount 2D or 2E, whichever is less	215		
ABILs expired as non-capital losses: line 215 **multiplied** by 2.000000	220		
Subtotal (amount 2C **plus** line 210 **plus** line 220)			2F

Note

If there has been an amalgamation or a wind–up of a subsidiary, do a separate calculation of the ABIL expired as non-capital loss for each predecessor or subsidiary corporation. Add all these amounts and enter the total on line 220.

Note 4: Determine the amount of the non-capital loss from the **11th previous tax year**, and enter the part of the non-capital loss that was not deducted in the **previous 11 years**.

Note 5: Enter the amount of the ABILs from the **11th previous tax year**. Enter the full amount on amount 2E.

Part 2 – Capital losses (continued)

Capital losses from previous tax years applied against the current-year net capital gain **(note 6)** . . . . . **225** _____

Capital losses before any request for a carryback (amount 2F **minus** line 225) _____ 2G

Request to carry back capital loss to (note 7):

	Capital gain (100%)		Amount carried back (100%)
First previous tax year	_____	**951**	_____
Second previous tax year	_____	**952**	_____
Third previous tax year	_____	**953**	_____

Subtotal (total of lines 951 to 953) _____ ▶ _____ 2H

Closing balance of capital losses to be carried forward to future tax years (amount 2G **minus** amount 2H) **(note 8)** **280** _____

Note 6: To get the net capital losses required to reduce the taxable capital gain included in the net income (loss) for the current tax year, enter the amount from line 225 **divided** by 2 at line 332 of the T2 return.

Note 7: On line 225, 951, 952, or 953, whichever applies, enter the actual amount of the loss. When the loss is applied, **divide** this amount by 2. The result represents the 50% inclusion rate.

Note 8: Capital losses can be carried forward indefinitely.

Part 3 – Farm losses

Continuity of farm losses and request for a carryback

Farm losses at the end of the previous tax year . . . . . _____ 3A

Farm loss expired **(note 9)** . . . . . **300** _____

Farm losses at the beginning of the tax year (amount 3A **minus** line 300) . . . . . **302** _____ ▶ _____

Farm losses transferred on an amalgamation or on the wind–up of a subsidiary corporation . **305** _____

Current-year farm loss (amount 1K in Part 1) . . . . . **310** _____

Subtotal (line 305 **plus** line 310) _____ ▶ _____ 3B

Subtotal (line 302 **plus** amount 3B) _____ 3C

Other adjustments (includes adjustments for an acquisition of control) . . . . . **350** _____

Section 80 – Adjustments for forgiven amounts . . . . . **340** _____

Farm losses of previous tax years applied in the current tax year . . . . . **330** _____

Enter line 330 on line 334 of the T2 Return.

Current and previous years farm losses applied against current-year taxable dividends subject to Part IV tax **(note 10)** . . . . . **335** _____

Subtotal (total of lines 350, 340, 330 and 335) _____ ▶ _____ 3D

Farm losses before any request for a carryback (amount 3C **minus** amount 3D) _____ 3E

Request to carry back farm loss to:

First previous tax year to reduce taxable income . . . . . **921** _____

Second previous tax year to reduce taxable income . . . . . **922** _____

Third previous tax year to reduce taxable income . . . . . **923** _____

First previous tax year to reduce taxable dividends subject to Part IV tax . . . . . **931** _____

Second previous tax year to reduce taxable dividends subject to Part IV tax . . . . . **932** _____

Third previous tax year to reduce taxable dividends subject to Part IV tax . . . . . **933** _____

Subtotal (total of lines 921 to 933) _____ ▶ _____ 3F

Closing balance of farm losses to be carried forward to future tax years (amount 3E **minus** amount 3F) **380** _____

Note 9: A farm loss expires after **20 tax years**.

Note 10: Line 335 is the total of lines 340 and 345 from Schedule 3.

Part 4 – Restricted farm losses

Current-year restricted farm loss

Total losses for the year from farming business **485**

(line 485 _____ – $2,500) **divided** by 2 . . . . . 4A

Amount 4A or $ 15,000 , whichever is less 4B

2,500 4C

Subtotal (amount 4B **plus** amount 4C) 2,500 ▶ 2,500 4D

Current-year restricted farm loss (line 485 **minus** amount 4D) 4E

Continuity of restricted farm losses and request for a carryback

Restricted farm losses at the end of the previous tax year 4F

Restricted farm loss expired **(note 11)** **400**

Restricted farm losses at the beginning of the tax year (amount 4F **minus** line 400) . . . . . **402** ▶

Restricted farm losses transferred on an amalgamation or on the wind-up of a subsidiary corporation **405**

Current-year restricted farm loss (from amount 4E) **410**

Enter line 410 on line 233 of Schedule 1, Net Income (Loss) for Income Tax Purposes.

Subtotal (line 405 **plus** line 410) ▶ 4G

Subtotal (line 402 **plus** amount 4G) 4H

Restricted farm losses from previous tax years applied against current farming income **430**

Enter line 430 on line 333 of the T2 return.

Section 80 – Adjustments for forgiven amounts **440**

Other adjustments **450**

Subtotal (total of lines 430 to 450) ▶ 4I

Restricted farm losses before any request for a carryback (amount 4H **minus** amount 4I) 4J

Request to carry back restricted farm loss to:

First previous tax year to reduce farming income **941**

Second previous tax year to reduce farming income **942**

Third previous tax year to reduce farming income **943**

Subtotal (total of lines 941 to 943) ▶ 4K

Closing balance of restricted farm losses to be carried forward to future tax years (amount 4J **minus** amount 4K) **480**

Note

The total losses for the year from all farming businesses are calculated without including scientific research expenses.

Note 11: A restricted farm loss expires after **20 tax years**.

Part 5 – Listed personal property losses

Continuity of listed personal property loss and request for a carryback

Listed personal property losses at the end of the previous tax year 5A

Listed personal property loss expired **(note 12)** **500**

Listed personal property losses at the beginning of the tax year (amount 5A **minus** line 500) . **502** ▶

Current-year listed personal property loss (from Schedule 6) **510**

Subtotal (line 502 **plus** line 510) 5B

Listed personal property losses from previous tax years applied against listed personal property gains **530**

Enter line 530 on line 655 of Schedule 6.

Other adjustments **550**

Subtotal (line 530 **plus** line 550) ▶ 5C

Listed personal property losses remaining before any request for a carryback (amount 5B **minus** amount 5C) 5D

Request to carry back listed personal property loss to:

First previous tax year to reduce listed personal property gains **961**

Second previous tax year to reduce listed personal property gains **962**

Third previous tax year to reduce listed personal property gains **963**

Subtotal (total of lines 961 to 963) ▶ 5E

Closing balance of listed personal property losses to be carried forward to future tax years (amount 5D **minus** amount 5E) **580**

Note 12: A listed personal property loss expires after **7 tax years**.

Part 7 – Limited partnership losses

Current-year limited partnership losses

	1 Partnership account number 600	2 Tax year ending YYYY/MM/DD 602	3 Corporation's share of limited partnership loss 604	4 Corporation's at-risk amount 606	5 Total of corporation's share of partnership investment tax credit, farming losses, and resource expenses 608	6 Column 4 **minus** column 5 (if negative, enter "0")	7 Current -year limited partnership losses (column 3 **minus** column 6) 620
1.							

Total (enter this amount on line 222 of Schedule 1)

Limited partnership losses from previous tax years that may be applied in the current year

	1 Partnership account number 630	2 Tax year ending YYYY/MM/DD 632	3 Limited partnership losses at the end of the previous tax year and amounts transferred on an amalgamation or on the wind-up of a subsidiary 634	4 Corporation's at-risk amount 636	5 Total of corporation's share of partnership investment tax credit, business or property losses, and resource expenses 638	6 Column 4 **minus** column 5 (if negative, enter "0")	7 Limited partnership losses that may be applied in the year (the lesser of columns 3 and 6) 650
1.							

Continuity of limited partnership losses that can be carried forward to future tax years

	1 Partnership account number 660	2 Limited partnership losses at the end of the previous tax year 662	3 Limited partnership losses transferred in the year on an amalgamation or on the wind-up of a subsidiary 664	4 Current-year limited partnership losses (from line 620) 670	5 Limited partnership losses applied in the current year (must be equal to or less than line 650) 675	6 Current year limited partnership losses closing balance to be carried forward to future years (column 2 **plus** column 3 **plus** column 4 **minus** column 5) 680
1.						

Total (enter this amount on line 335 of the T2 return)

Note

If you need more space, you can attach more schedules.

Part 8 – Election under paragraph 88(1.1)(f)

If you are making an election under paragraph 88(1.1)(f), tick the box . . . . . 190 Yes ☐

In the case of the wind-up of a subsidiary, if the election is made, the non-capital loss, restricted farm loss, farm loss, or limited partnership loss of the subsidiary—that otherwise would become the loss of the parent corporation for a particular tax year starting after the wind–up began—will be considered as the loss of the parent corporation for its immediately preceding tax year and not for the particular year.

Note

This election is only applicable for wind-ups under subsection 88(1) that are reported on Schedule 24, First-Time Filer after Incorporation, Amalgamation, or Winding-up of a Subsidiary into a Parent.

Non-Capital Loss Continuity Workchart

Part 6 – Analysis of balance of losses by year of origin

Non-capital losses

Year of origin	Balance at beginning of year	Loss incurred in current year	Adjustments and transfers	Loss carried back Parts I & IV	Applied to reduce		Balance at end of year
					Taxable income	Part IV tax	
Current	N/A	63,761			N/A		63,761
1st preceding taxation year 2022-10-31		N/A		N/A			
2nd preceding taxation year 2021-10-31		N/A		N/A			
3rd preceding taxation year 2020-10-31		N/A		N/A			
4th preceding taxation year 2019-10-31		N/A		N/A			
5th preceding taxation year 2018-10-31		N/A		N/A			
6th preceding taxation year 2017-10-31		N/A		N/A			
7th preceding taxation year 2016-10-31		N/A		N/A			
8th preceding taxation year 2015-10-31		N/A		N/A			
9th preceding taxation year 2014-10-31		N/A		N/A			
10th preceding taxation year 2013-10-31		N/A		N/A			
11th preceding taxation year 2012-10-31		N/A		N/A			
12th preceding taxation year		N/A		N/A			
13th preceding taxation year		N/A		N/A			
14th preceding taxation year		N/A		N/A			
15th preceding taxation year		N/A		N/A			
16th preceding taxation year		N/A		N/A			
17th preceding taxation year		N/A		N/A			
18th preceding taxation year		N/A		N/A			
19th preceding taxation year		N/A		N/A			
20th preceding taxation year		N/A		N/A			*
Total		63,761					63,761

* **This balance expires this year and will not be available next year.**