

Package #530100
Ontario - Insured - Fixed Rate - Closed

Last Revised: April 2014

NOTE: For counties with electronic registration, Schedule A of the attached package can be found as a separate "PDF" file at our website <https://www.formssearch.td.com/Search> as form number 525086 Ontario (Teraview) - Insured - Fixed Rate - Closed (e-reg) Schedule

Solicitor/Notary Instructions

Conventional and NHA Mortgage

We are retaining you to act on behalf of **The Toronto-Dominion Bank** (also referred to as the "Bank") in this mortgage transaction. **For provinces other than Quebec, if this is a purchase transaction, you or any other employee/partner of your firm must not also act for the Vendor, unless the Bank has provided you or any other employee/partner with the Bank's written consent.**

The Bank will not require or approve an interim report on title, requisition of funds or draft documentation, including the Mortgage. The Bank relies solely on you to ensure that the Mortgage is prepared in accordance with these Instructions. You assume sole responsibility for the accuracy and validity of all documents, including the Mortgage. As the Bank's legal counsel, you will ensure that all of the Bank's interests as Mortgagee are valid and appropriately secured.

The Mortgage must show the address for the Bank noted on the Solicitor/Notary Instructions Re: Customer Details (the "Customer Details").

In Quebec, please visit our office at the address provided on the Customer Details for the signature of the Mortgagee. When you visit our office to sign the Mortgage, you must provide us with the Customer Details.

You are not authorized to alter any of the Mortgage documents or the Final Report on Title except as may be specified in these Instructions or the Customer Details. Furthermore, issues related to title which affect the Bank's security or which are contrary to the intent of the Bank as outlined herein are to be referred to the named contact on the Customer Details for written direction prior to your release of the Mortgage funds.

You must use the name **The Toronto-Dominion Bank** for **Registration** purposes.

Refer to the Customer Details for the delivery instructions of the final documents, including the Mortgage.

ADDITIONAL REQUIREMENTS FOR ELECTRONIC INSTRUCTIONS SENT THROUGH ASSYST REAL ESTATE (the "Platform"):

Unless otherwise indicated, all instructions applicable to non-Platform/non-LLC transactions also apply to Platform transactions. In addition:

- (i) For electronic instructions sent through the Platform, the instructions are deemed to have been received by you at the time of acceptance by you via the Platform.
- (ii) Unless otherwise indicated, all documents you require, including the Mortgage and related documentation, are available on the Platform and are to be used by you. Do not use other documents unless directed by us.
- (iii) When you accept our electronic instructions you are representing to us that you have been issued a valid digital signature by:
 - (a) In Ontario, Alberta and Saskatchewan: Emergis Certification Authority;
 - (b) In British Columbia: the Law Society of British Columbia, through Juricert;
 - (c) In Quebec: the Chambre des notaires;
 - (d) In Manitoba: the Law Society of Manitoba through Legal Data Resources (Manitoba) Corporation.Throughout these instructions, all references to a "digital signature" mean a valid digital signature issued by the above bodies/organization shown for your province. You undertake to notify us immediately in the event the digital signature issued to you is compromised or no longer in force.
- (iv) You are responsible for complying with these and any other instructions applicable to the transaction and ensuring that the Mortgage and all related documents comply with them. The Mortgage will have already been populated with information. Please review the Mortgage and any other documents received through the Platform to ensure they have been completed in accordance with these and any other instructions applicable to the transaction. Please ensure the information displayed in the Mortgage conforms with the information displayed in the Customer Details.
- (v) Complete a Request for Funds/Information form, sign it by digital signature and send it via the Platform at least 2 business days before funds are required.
- (vi) The Solicitor's/Notary's Final Report on Title is available on the Platform and should be signed using your digital signature and returned to the Bank via the Platform.
- (vii) Please return the other requested documentation via mail.

ADDITIONAL REQUIREMENTS FOR ELECTRONIC INSTRUCTIONS SENT THROUGH LENDER-LAWYER CONNECT ("LLC"):

Unless otherwise indicated, all instructions applicable to non-Platform/non-LLC transactions also apply to LLC transactions. In addition:

- (i) For electronic instructions sent through LLC, the instructions are deemed to have been received by you at the time of acceptance by you via LLC.
- (ii) Unless otherwise indicated, all documents you require, including the Mortgage and related documentation, are available on LLC and are to be used by you. Do not use other documents unless directed by us.
- (iii) When you accept our electronic instructions you are representing to us that you have been issued with a valid User ID and Password and that such User ID and Password are used solely by you to perform transactions through LLC.
- (iv) You undertake to notify us immediately in the event that the Password issued to you is compromised or otherwise becomes known to anyone else other than you.
- (v) You are responsible for complying with these and any other instructions applicable to the transaction and ensuring that the Mortgage and all related documents comply with them. The Mortgage will have already been populated with information. Please review the Mortgage and any other documents received through LLC to ensure they have been completed in accordance with these and any other instructions applicable to the transaction. Please ensure the information displayed in the Mortgage conforms with the information displayed in the Customer Details.
- (vi) Complete a Request for Funds/Information form, using your own LLC identity (User ID and Password) and send it via LLC at least 2 business days before funds are required.
- (vii) The Solicitor's/Notary's Final Report on Title is available on LLC and should be signed using your own LLC identity (User ID and Password) and returned to the Bank via LLC.
- (viii) Please return the other requested documentation via mail.

MORTGAGOR/GUARANTOR IDENTIFICATION:

We are relying on you to identify the Mortgagor(s)/Guarantor(s) in accordance with the Identification Guidelines outlined in Appendix A of these Instructions. This must be done prior to releasing funds to the Mortgagor(s). We require that you submit information regarding the forms of identification as part of your Final Report. You may wish to contact the Mortgagor(s)/Guarantor(s) to ensure that they have the appropriate identification when you meet with them to sign the Mortgage. We encourage you to independently confirm that the address and telephone number you are using for the Mortgagor(s)/Guarantor(s) corresponds with the address and telephone number in the documentation outlined in Appendix A.

NEED FOR INDEPENDENT LEGAL ADVICE (ILA):

The Bank requires you to ensure that any person in this transaction (Mortgagor(s) or Guarantor(s) or Consenting Spouse (where applicable)) who may require ILA receives ILA, whether or not the Bank has instructed you to obtain ILA. The Bank will hold you responsible for any claim relating to lack of ILA by any Mortgagor(s) or Guarantor(s) or Consenting Spouse (where applicable).

UNUSUAL CIRCUMSTANCES:

You must advise the Bank prior to closing of any unusual circumstances. You are not allowed to fund unless the Bank has provided you with its written consent and you will be responsible for any losses suffered if you fail to notify the Bank prior to closing. Unusual circumstances include, but are not limited to:

- (i) Recent sales (eg. within 6 months) of the same property at substantially lower values,
- (ii) Recently discharged mortgage(s) or title transfer(s) (eg. within 6 months),
- (iii) The vendor named in the purchase agreement is not the registered owner of the property at the time the purchase agreement was signed by the Mortgagor(s),
- (iv) Disbursements to parties other than the usual payees including a disbursement to a mortgage broker or someone arranging financing or credits by the vendor to the Mortgagor(s),
- (v) If the transfer value to be registered on title is not equal to the purchase price noted on the purchase agreement, including any amendments, signed by the Mortgagor(s) or the purchase price indicated in the Customer Details Summary,
- (vi) A party to the transaction is identified by you as merely lending his/her name to the transaction (eg. straw buyer), and/or there appears to be a third party who is directing the Mortgagor(s) with the transaction, or
- (vii) Title insurance was declined for any reason by the insurer.

COMMITMENT LETTER:

If it has been requested in the Customer Details to have the Commitment Letter signed, please ensure you contact the Mortgagor(s)/Guarantor(s) well in advance of the funding date, so that the Mortgagor(s)/Guarantor(s) can review and sign the Commitment Letter at least two (2) business days prior to funding. This is a requirement under the Cost of Borrowing Regulations of the Bank Act.

DISBURSEMENT OF FUNDS:

- 1. Please provide the office indicated on the Customer Details with a signed Request for Funds/Information form to request funds. Any Request for Funds received less than 2 business days before the scheduled Mortgage Closing Date may result in a delay of funding.
- 2. The Mortgage proceeds as set out in the Disbursement Details section of the Customer Details will be provided in one of the following methods:
 - (a) automatically deposited to
 - (i) your TD Canada Trust trust account; or
 - (ii) your trust account at another financial institution, if this method has been approved by the Bank.
 - (b) mailing or pick up of a cheque payable, in trust, to your order or to your firm's order, dated as of the scheduled Mortgage Closing Date. The cheque cannot be negotiated prior to or after that date.
- 3. **General:** Funds will automatically be advanced to the Bank's mortgage system on the scheduled Mortgage Closing Date and interest will accrue from that date unless the Bank receives written notification from you/your office at least 24 hours prior to the scheduled Mortgage Closing Date that the Mortgage Closing Date has been delayed or cancelled. If you have not notified the Bank of the delay or cancellation, and the funds have been deposited to your trust account (either by automatic deposit or draft), you still must return the funds to the Bank. If the Bank does not receive such timely notice from you/your office that the Mortgage Closing Date has been delayed or cancelled and/or the funds are not returned immediately, you assume responsibility for the accrued interest and all other costs/compensation associated with the delay and/or failure to close.

In the event of an interest rate change resulting in a reduced rate, the Bank will advise the Mortgagor(s) of the new payment terms directly by letter after closing. You are not required to change the interest rate or payment amount in the Mortgage itself.

UNDERTAKING:

Your disbursement of funds, or use of the funds in any way, constitutes acceptance of this retainer and your undertaking to comply with all instructions, including completing and returning within 30 days after the Mortgage has been disbursed in full, the Solicitor's/Notary's Final Report on Title and Certificate of Insurance together with all required documents.

If you are using the Western Law Societies Conveyancing Protocol (the "Protocol"), you undertake:

- (a) to provide the Solicitor's/Notary's Final Report on Title and Certificate of Insurance together with all required documents within 30 days after registration is complete; and
- (b) to notify the Bank immediately upon receiving any information alleging title defects or the loss of priority of the Mortgage.

TITLE:

The Bank will require either:

- (a) that you fully complete and return to the Bank the Solicitor's/Notary's Final Report on Title and Certificate of Insurance (copy enclosed), as provided, or for the provinces of British Columbia, Alberta, Saskatchewan and Manitoba, a solicitor's opinion issued in accordance with the Protocol and these instructions is acceptable (see Appendix B for further instructions regarding the Protocol).

or

- (b) Title Insurance. If Title Insurance is obtained, the Bank relies solely on you to ensure appropriate endorsements are obtained for the coverage of the risk associated with the transaction, including 'gap' coverage where funds may be released prior to the mortgage registration. The Bank will accept a Policy of Insurance from the following title insurance companies:
 - 1. FCT Insurance Company Ltd.
 - 2. Stewart Title Guaranty Company
 - 3. TitlePlus (Lawyers' Professional Indemnity Company)
 - 4. Travelers Guarantee Company of Canada
 - 5. Chicago Title Insurance Company

The option of obtaining Title Insurance in lieu of a Survey is in addition to and not in substitution for any other requirement to obtain a Policy of Title Insurance for a risk other than that related to a Survey.

ONTARIO ONLY:

On the date of the final disbursement of the funds, you will search, in the applicable Registry Office, for executions/judgements against the Vendor (if applicable), Mortgagor(s) and Guarantor(s), and confirm that same are clear.

SURVEY:

You will obtain and review a Survey or a Surveyor's Certificate/Real Property Report (Alberta, Newfoundland, and Saskatchewan)/ Certificate of Location (Quebec) (collectively referenced herein as "Survey") completed by a recognized land surveyor and dated within the last twenty (20) years. You will be satisfied that the Survey provides satisfactory confirmation that the position of the buildings on the land complies with all municipal, provincial and other government requirements and that all zoning and other restrictions have been complied with and that the buildings on the Property are within the boundaries of the Property. Where an addition has been made since the date of the Survey, an updated Survey is required unless there is no doubt that the addition is also clearly within the lot lines and meets all setback requirements. Where a survey is not available for conventional uninsured mortgages, and you are satisfied that the position of the building on the land complies with all municipal, provincial and other government requirements, a declaration of possession (or statutory declaration) for not less than ten (10) continuous years and indicating no changes to or disputes regarding the Property may be accepted. Where a survey is not available for insured mortgages, the survey requirement can only be waived on an exception basis and must be referred to our office for direction prior to your releasing the Mortgage funds.

Additional Provincial Requirements:

Alberta: A Stamp of Compliance is required. If the Real Property Report is older than six (6) months, an Affidavit of Examination by the Vendor is required confirming no changes have transpired since the original survey was completed.

Manitoba: A Zoning Memorandum is required. If the survey is older than ten (10) years, an Affidavit of Examination by the Vendor is required confirming no changes have transpired since the original survey was completed.

Saskatchewan: A Zoning Memorandum is required. If the Real Property Report is older than twenty (20) years, an Affidavit of Examination by the Vendor is required confirming no changes have transpired since the original survey was completed.

The Bank will rely on your opinion and will not review the Survey. In the alternative, the Bank will also accept a Policy of Title Insurance in lieu of the Survey from the title insurance companies listed above or a solicitor's opinion issued in accordance with the Protocol in the applicable provinces.

CORPORATE/TRUST MORTGAGOR:

If there is a corporate or trust mortgagor, you are required to confirm that such mortgagor:

- (a) is duly incorporated/constituted;
- (b) is qualified to own real estate in the jurisdiction where the Property is located; and
- (c) has the necessary powers to borrow the monies secured by the Mortgage and to grant the Mortgage.

POWER OF ATTORNEY:

If this Mortgage is executed under Power of Attorney, your registration of the Mortgage confirms that:

- 1. You are authorized in the Customer Details to use the Power of Attorney or you have subsequently received the Bank's consent in writing to use the Power of Attorney;
- 2. You have confirmed the identity and signature of the Attorney in accordance with the Identification Guidelines in Appendix A;
- 3. The Power of Attorney, regardless of where it is executed, is valid for use in the province in which the Mortgage is to be registered, the Mortgage is duly authorized under the Power of Attorney document and the Mortgage has been properly executed; and
- 4. You have reviewed the Power of Attorney for restrictions that impact or may impact the Bank's Mortgage and there are no such restrictions.

If this Mortgage is executed under Power of Attorney, you must obtain a Policy of Title Insurance from one of the title insurance companies listed above.

GUARANTOR:

If there is a Guarantor(s), the Bank will require that the guarantee be completed and executed properly and any necessary ILA is obtained. In Quebec, the guarantee is included in the deed of mortgage. You must certify that the guarantee is valid and enforceable.

ADDITIONAL REQUIREMENTS:

- 1. Please provide, for the following provinces:
 - (a) British Columbia - a State of Title Certificate
 - an acknowledgement from the Mortgagor(s) of receipt of the Standard Mortgage Terms
 - (b) Alberta - a Certified Copy of Title
 - (c) New Brunswick - a Certificate of Registered Ownership
 - (d) Nova Scotia (where applicable) - a Statement of Registered and Recorded Interest (Registrar Certified)

- (e) Manitoba - a Status of Title
- (f) Saskatchewan - a Certified Copy of Title
- 2. If water supply is by well, please provide a water potability certificate indicating the water meets government standards and is suitable for human consumption that must be dated within 60 days of the actual closing date.
- 3. If new home construction, please provide:
 - (a) a New Home Warranty Certificate (all provinces except Manitoba or Alberta)
 - (b) for Manitoba - a New Home Warranty Certificate and a Possession Certificate
 - (c) for Alberta - a Certificate of Possession or New Home Registry Approval Certificate
 - (d) for all provinces - if water supply is by well, a well driller's certificate confirming a minimum flow of 20 litres per minute over a 1 hour period
 - (e) for all provinces - if on a septic system, confirmation from a provincial or municipal authority certifying that the soil and water pollution, septic system design and installation are acceptable
- 4. You shall provide confirmation of information required for Property Tax Rolls (i.e. municipal address, municipality, brief legal description, property tax roll number).
- 5. If the Property is located in Quebec, the debts mentioned in Section 2695 of the Civil Code of Quebec must be secured by the Mortgage.
- 6. Other: Refer to the Additional Requirements section of the Customer Details document.

CONDOMINIUM: (if applicable)

You will review the Status Certificate (for Ontario and Quebec)/Certificate of Payment (for British Columbia)/Estoppel Certificate (for Alberta, Saskatchewan, Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland)/Disclosure Certificate (for Manitoba) and certificate of insurance for the Property on behalf of the Condominium Corporation and the Mortgagor(s) and determine that all documents are satisfactory.

Please note that the Bank will rely on your opinion and will not review the information.

PLANNING ACT: (for Ontario only)

You will review the title to the Property and determine that the Mortgage does not contravene the provisions of the Planning Act, as amended from time to time.

NOTICE OF ADDRESS: (for Quebec only)

For all land registry offices that are computerized, the notice of address number that must be registered with the Mortgage is the following: 6 000 062.

LEASED LAND: (if applicable)

You will review the Lease and confirm all payments required to be made under the Lease are current and there is currently no default with any provision of the Lease. You will also confirm the Lease allows for the transfer or assignment of the Lease from the Lessee to the Bank. Information about the Lease and the Landlord will also be confirmed and provided, and notice of the Mortgage shall be given to the Landlord where applicable and proper consents from the Landlord obtained.

FIRE INSURANCE:

You will ensure that the Mortgagor(s) have acquired Fire Insurance for at least the amount of the Mortgage or the replacement value of the buildings, whichever is less, with loss payable to **The Toronto-Dominion Bank** subject to the Standard Mortgage Clause and containing an extended coverage/All Risk endorsement or a broad form policy.

FEES:

All legal fees and expenses incurred on this transaction on a solicitor and own client basis, are payable by the Mortgagor(s) whether or not the Mortgage proceeds are advanced.

REQUEST FOR FUNDS/INFORMATION FORM:

Please use the Request for Funds/Information Form (included) to provide information on the subjects noted thereon or changes to the Mortgage, funding requests, and property tax accounts.

Appendix 'A'

Identification Guidelines

Prior to disbursement of funds, you are required to ascertain the identity of each Mortgagor, Guarantor, and where applicable, the Attorney under Power of Attorney and each signing officer of a Corporate Mortgagor, and provide applicable employment information.

Each Mortgagor, Guarantor and, where applicable, Attorney or signing officer must present to you for examination:

- 1. one piece of original identification from PART "A" **and** one piece of original identification from PART "B"; **or**
- 2. two pieces of original identification from PART "A".

No other form of identification is acceptable. All identification must be original, valid, legible, unexpired and not substantially damaged. Each Mortgagor, Guarantor and, where applicable, Attorney under a Power of Attorney, or signing officer is required to be physically present when you ascertain his or her identity. Do not send identification to the Bank.

PART "A"	PART "B"
<ul style="list-style-type: none">▪ Canadian Driver's License▪ Canadian Passport▪ Certificate of Canadian Indian Status▪ Police/Military ID Card (Canadian)▪ Permanent Resident Card (Canadian)▪ Canadian Government Issued ID Card (provincial or federal, must include photo and signature)▪ Canadian Citizenship Card▪ Naturalization Card or Certificate (must have unique identifier number, photo and signature)	<ul style="list-style-type: none">▪ Card with Social Insurance Number▪ Credit card issued by a well known and reputable financial institution, with the individual's name embossed on the card, and with the individual's signature▪ Canadian Old Age Security Card▪ Canadian Birth Certificate▪ USA Social Security Card▪ USA Passport Card▪ Canadian Work Permit (with individual's signature)▪ Canadian Citizenship & Immigration Form IMM 1000 or IMM 1442 (with individual's signature)▪ Confirmation of Permanent Residence Form IMM 5292 (with individual's signature)▪ NEXUS Card▪ Foreign Passport▪ Canadian National Institute for the Blind ID Card

Appendix 'B' Additional instructions - Western Law Societies Conveyancing Protocol

The Bank accepts the use of the Western Law Societies Conveyancing Protocol (the "Protocol") for the types of property covered by the Protocol, as of January 1, 2007. **Any attempt to use the Protocol to cover additional property types, including but not limited to, commercial or agricultural properties is not accepted by the Bank. You are authorized to use this instruction for this Mortgage only. When acting for the Bank in other transactions, you may only use the Protocol if it is expressly permitted in the instructions for those other transactions.**

By issuing the Protocol opinion, you are representing that:

1. You have complied with the Protocol for the province in which the property is located, and have acted and issued this opinion in accordance with the Instructions (which are incorporated herein) with respect to the Mortgage subject to any qualifications noted below which have been accepted by you.
2. You also agree that if there is:
 - (a) an intervening registered encumbrance or an unregistered encumbrance of which you are aware which takes priority over the Mortgage contrary to the Instructions; or
 - (b) a survey problem or defect which would have been disclosed by an appropriate surveyor's certificate prepared prior to the disbursement of Mortgage funds,then you will be responsible to the Bank for any actual losses (including the cost of repairs) that the Bank suffers as a result.
3. You maintain minimum insurance coverage at least equal to the face amount of the Mortgage.

Request for Funds/Information

Completion is Mandatory

To:

Credit Administration Services

Attention:

Fax #:

From:

Barrister & Solicitor

Solicitor Telephone #:

Solicitor Fax #:

Re:

Mortgagor(s):

Guarantor(s):

Mortgage Reference Number:

Address of Property:

Legal Description:

Mortgage Amount:

Mortgage Closing Date:

Branch:

\$

REQUEST FOR FUNDS:

Please provide completed form at least 2 business days prior to the scheduled Mortgage Closing Date, or there may be a delay in funding.

- ☐ I/We have complied with all your conditions and requirements set out in the Solicitor/Notary Instructions and am/are in a position to advance the mortgage or credit facility contemplated (complete Instructions for Delivery of Funds below). I/We request funds in the amount of \$_____ for the Mortgage Closing Date of _____.
- ☐ The Mortgage Closing Date/Mortgage amount changed (complete Notification of Change below).

Instructions for Delivery of Funds (select one):

- ☐ Deposit to my/our TD Canada Trust, Trust Account #: _____ Branch: _____
- ☐ If previously approved by TD Canada Trust, deposit to my/our Trust Account #: _____ at Institution #: _____ Branch #: _____
- ☐ Pickup cheque at branch: _____
- ☐ Mail/Courier cheque

CONFIRMATION OF REGISTRATION (Collateral Mortgage only):

☐ The Mortgagor(s) have requested the Line of Credit be activated and no funds are required to be advanced at this time. Details of the registration of the Mortgage are as follows:

Mortgage Priority:

☐ First

☐ Second

☐ Other: _____

Registration Number/Particulars:

Date of Registration (mm/dd/yyyy):

Date ILA Signed (mm/dd/yyyy):

I confirm that the above mentioned Mortgage has been registered in accordance with the Solicitor/Notary Instructions issued by The Toronto-Dominion Bank and all information above is accurate.

PROPERTY AND TAX INFORMATION:

Please confirm the following information **by the Mortgage Closing Date:**

Property Identification Number (Ontario only): _____

Property Tax Roll Number: _____

NOTIFICATION OF CHANGE:

You must provide our office with PRIOR WRITTEN NOTICE of any of these changes or if the Mortgage is cancelled.

☐ New Mortgage Closing Date (mm/dd/yyyy): _____

☐ Other (new amount, etc.): _____

We are returning the Mortgage proceeds: ☐ Yes ☐ No

Barrister & Solicitor (name):

Date



Province
of
Ontario

Charge/Mortgage of Land

TD Reference No.

B

Form 2 - Land Registration Reform Act, 1984

FOR OFFICE USE ONLY

New Property Identifiers

Additional:
See
Schedule

☐

Executions

Additional:
See
Schedule

☐

(1) Registry

☐

Land Titles

☐

(2) Page 1 of

pages

(3) Property Identifier(s)

Block

Property

Additional:
See
Schedule

☐

(4) Principal Amount

Dollars \$

(5) Description

(6) This Document Contains:

(a) Redescription
New Easement
Plan/Sketch

☐

(b) Schedule for:

Description

☐

Additional Parties

☐

Other

☒

(7) Interest/Estate Charged

(8) Standard Charge Terms - The parties agree to be bound by the provisions in Standard Charge Terms filed as number 200544 and the Chargor(s) hereby acknowledge(s) receipt of a copy of these terms.

(9) Payment Provisions

(a) Principal Amount \$

(d) Interest Adjustment Date

Y

M

D

01

(g) Last Payment Date

01

(i) Balance Due Date

01

(b) Interest Rate

% per annum

(c) Calculation Period

half yearly
not in advance

(e) Payment Date and Period

first day of each month

(f) First Payment Date

Y

M

D

01

(h) Amount of Each Payment

Dollars \$

(j) Insurance

full replacement value of
buildings on the property

Dollars \$

X

X

X

X

X

X

(10) Additional Provisions

Amendment to Standard Charge Terms - See Schedule A

Continued on
Schedule

☒

(11) Chargor(s) The chargor hereby charges the land to the chargee and certifies that the chargor is at least eighteen years old and that

The chargor(s) acknowledge(s) receipt of a true copy of this charge.

Name(s)

Signature(s)

Date of Signature

Y

M

D

(12) Spouse(s) of Chargor(s) I hereby consent to this transaction.

Name(s)

Signature(s)

Date of Signature

Y

M

D

(13) Chargor(s) Address for Service

(14) Chargee(s)

THE TORONTO-DOMINION BANK

(15) Chargee(s) Address for Service

(branch address)

(16) Assessment Roll Number of Property

Cty.

Mun.

Map

Sub.

Par.

(17) Municipal Address of Property

(18) Document Prepared by:

FOR OFFICE USE ONLY

Fees

Registration Fee

Total



Additional Property Identifier(s) and/or Other Information

This is a Schedule to a Charge made between

and THE TORONTO-DOMINION BANK.

The boxes marked with an "X" indicate the specific terms of *your Mortgage* and the parts of the *Mortgage* that apply.

1. The *Mortgage* is:

 ☒ Closed to prepayment

 ☐ Open for prepayment
2. The *Mortgage* secures:

 ☐ *Variable Rate Debt*

 ☒ *Fixed Rate Debt*
3. For purposes of mortgage default insurance, the *Mortgage* is:

 ☒ *An Insured Mortgage*

 ☐ Not an *Insured Mortgage*
4. The Parts of the Standard Charge Terms that are applicable to the *Mortgage* are:

 ☒ Part A - General Provisions

 ☐ Part B - Variable Rate Mortgages

 ☒ Part C - Fixed Rate Mortgages

 ☒ Part D - Amending or Extending the Mortgage

 ☒ Part E - Other General Provisions
5. *Your* rights to prepay the *Mortgage* before the *Maturity Date* are contained in:

 ☐ Section 4.07 - Prepayment for Open Mortgages (Variable Rate)

 ☐ Section 4.08 - Prepayment for Closed Mortgages (Variable Rate) and if *you* prepay the *Variable Rate Principal Amount* in full, *you* must also pay a reinvestment fee of \$300.00

 ☐ Section 5.05 - Prepayment for Open Mortgages (Fixed Rate)

 ☒ Section 5.06 - Prepayment for Closed Mortgages (Fixed Rate) and if *you* prepay the *Fixed Rate Principal Amount* in full, *you* must also pay a reinvestment fee of \$300.00

Standard Charge Terms The Toronto-Dominion Bank

Filing No. 200544

Land Registration Reform Act

The following set of Standard Charge Terms will be deemed to be included in every *Mortgage* in which this set of Standard Charge Terms is referred to by its filing number, as provided in Section 9 of the *Land Registration Reform Act*.

While these Standard Charge Terms use common words, some words have a precise, particular meaning. These words are italicized. Definitions of the italicized words that are used in these Standard Charge Terms may be found in Article 11. All other words have their ordinary meanings.

TABLE OF CONTENTS

	Page
PART A - GENERAL PROVISIONS	4
ARTICLE 1 CHARGE AND PROMISES	4
1.01 You Give your Property as Security	4
1.02 Your Promises to the Bank	4
ARTICLE 2 GENERAL PROVISIONS	4
2.01 Changes to Debt	4
2.02 Application of Payments	5
2.03 Place of Payment	5
2.04 Time of Payment	5
2.05 Method of Payment	5
2.06 Failure to Pay or Perform Obligations	5
2.07 Costs	5
2.08 Deductions from Advances	5
2.09 Advances under the Mortgage	5
ARTICLE 3 COLLATERAL LOAN MORTGAGES	5
3.01 When This Article Applies	5
3.02 Repayment	5
3.03 Prepayment	6
3.04 Other Terms	6
PART B - VARIABLE RATE MORTGAGES	7
ARTICLE 4 MORTGAGES WITH A VARIABLE INTEREST RATE	7
4.01 When This Article Applies	7
4.02 Repayment	7
4.03 Changes in the Variable Interest Rate	7
4.04 Table of Interest Rates	7
4.05 Interest on Late Payments (Compound Interest)	7
4.06 Application of Regular Payments	7
4.07 Prepayment for Open Mortgages	8
4.08 Prepayment for Closed Mortgages	8
4.09 Prepayment of Renewed or Extended Mortgages	8
4.10 Trigger Point Amount	8
4.11 Changing from a Variable Interest Rate to a Fixed Interest Rate	9
PART C - FIXED RATE MORTGAGES	10
ARTICLE 5 MORTGAGES WITH A FIXED INTEREST RATE	10
5.01 When This Article Applies	10
5.02 Repayment	10
5.03 Interest on Late Payments (Compound Interest)	10
5.04 Application of Regular Payments	10
5.05 Prepayment for Open Mortgages	11
5.06 Prepayment for Closed Mortgages	11
5.07 If You Move (Portability)	11
5.08 Prepayment of Renewed or Extended Mortgages	12
5.09 Changing the Term for Six Month Mortgages	12
PART D - AMENDING OR EXTENDING THE MORTGAGE	13
ARTICLE 6 RENEWAL AND AMENDMENT PROVISIONS	13
6.01 General	13
6.02 Renewal Services	13
6.03 The Bank's Renewal Right	13
6.04 Several Mortgagors	13
6.05 Registration of Amendments	13
6.06 No Renewal Without the Bank's Approval	13
PART E - OTHER GENERAL PROVISIONS	14
ARTICLE 7 OTHER PROVISIONS AFFECTING THE MORTGAGE	14
7.01 Sale or Transfer of Property	14
7.02 Assignment of Leases	14
7.03 Assignment of Rents	14

	Page
7.04 Payments the Bank may Make	14
7.05 Taxes	14
7.06 Repair and Maintenance of the Property	15
7.07 The Bank's Rights During Construction	15
7.08 Insurance	15
7.09 Subdivision, Release and Replacement of Property	16
7.10 Change of Control	17
7.11 Servicing Fees	17
7.12 Repayment of Payments Made by the Bank	17
7.13 CashBack Repayment	17
ARTICLE 8 PROVISIONS FOR SPECIFIC TYPES OF PROPERTIES	17
8.01 Additional Promises for Leased Property	17
8.02 Additional Provisions for Leased Property	18
8.03 Additional Promises if the Property is a Condominium Unit	18
8.04 Additional Provisions if the Mortgage is an Insured Mortgage	18
ARTICLE 9 ENFORCEMENT	19
9.01 Enforcing the Bank's Rights	19
9.02 Other Defaults	19
9.03 Costs of Proceedings	20
9.04 Prepayment as a Result of Default	20
9.05 Appointment of Receiver	20
9.06 Court Appointed Receiver	20
ARTICLE 10 MISCELLANEOUS PROVISIONS	20
10.01 Judgments	20
10.02 Costs of Dishonoured Payments	21
10.03 Discharge	21
10.04 Conflict	21
10.05 Notices by the Bank	21
10.06 Notices by You	21
10.07 Number	21
10.08 Who is Bound	22
10.09 Consents and Disclosure	22
10.10 Partial Invalidity	22
10.11 Effect of Amendments	22
10.12 Liability	22
10.13 Telephone Calls	22
10.14 Governing Law	22
10.15 Statute References	22
ARTICLE 11 DEFINITIONS	23
11.01 Definitions	23

PART A - GENERAL PROVISIONS
(Applicable to all Mortgages)

ARTICLE 1
CHARGE AND PROMISES

1.01 You Give your Property as Security.

In return for the *Bank* agreeing to loan money to *you* or to loan money to someone else when *you* guarantee payment, *you* agree as follows:

- (a) if *you* are the owner of the *Property*, *you* charge *your* entire interest in the *Property* to the *Bank*;
- (b) if the *Property* includes *Leased Property* *you* charge the *Leased Property* to the *Bank* as security as set out in Article 8.02;
- (c) the *Mortgage* is given to secure repayment of all existing and future advances, loans or lines of credit from the *Bank* to *you*, to secure any existing and future guarantees that *you* provide to the *Bank* and to secure *your* performance of all of the *Obligations*.

1.02 Your Promises to the Bank.

You promise and confirm that:

- (a) *you* will pay all of the *Debt* to the *Bank* and perform all of the other *Obligations* as provided in the *Mortgage* and the *Credit Documents*;
- (b) *you* are the lawful owner of the *Property* (unless the *Property* is *Leased Property*) and no other person owns all or part of the *Property*;
- (c) *you* have the right to give the *Mortgage* to the *Bank* and charge the *Property* in favour of the *Bank*;
- (d) if *you* do not pay the *Debt* to the *Bank* or perform *your* other *Obligations* as provided in the *Mortgage* and the *Credit Documents*, the *Bank* may, at its discretion, take possession of the *Property* free from any interference by *you* or anyone else living on the *Property* and free from any interests, encumbrances, limitations or restrictions other than those that the *Bank* has *Approved*;
- (e) there are no limitations or restrictions to *your* title to the *Property* except those *you* have disclosed to the *Bank* in writing and the *Bank* has *Approved*;
- (f) *you* will, at *your* expense, sign any other documents and take any further action that the *Bank* requests in order to ensure that *your* entire interest in the *Property* has been charged to the *Bank* and that the *Debt* is adequately secured by the *Property* and the *Mortgage*; and
- (g) if the *Mortgage* is not a first mortgage on the *Property*, *you* agree not to increase the principal amount owing under any prior mortgage or to re-borrow any amount repaid under a prior mortgage without the *Approval* of the *Bank*. The *Bank* may withhold its *Approval* for any reason. *You* promise not to default under any prior mortgage. *You* consent to the *Bank* giving notice to the holder of the other mortgage of the existence of this *Mortgage* and of all of the terms of this *Mortgage* and the *Credit Documents*.

ARTICLE 2
GENERAL PROVISIONS

2.01 Changes to Debt.

At *your* request and if the *Bank Approves*, the *Mortgage* will secure any future loans, lines of credit and advances to *you* in which the balance owing by *you* may increase or decrease from time to time and which may for periods of time have nothing owing. These future loans, lines of credit and advances will be secured by the *Mortgage* only if the *Credit Documents* indicate that they are to be secured by the *Property*. The *Mortgage* will continue to secure all of the *Debt* and *you* will continue to be liable for all of the *Debt* even if one or more of the following occurs:

- (a) the *Bank* advances additional money secured by the *Mortgage* or readvances money that *you* have repaid under the *Mortgage*;
- (b) the amount of the *Debt* increases or decreases, or if the *Debt* is reduced to zero and then increases;
- (c) the documents that evidence the *Debt* change, or are replaced; for example if some *Credit Documents* are replaced by others - even if the new *Credit Documents* given by *you* have additional persons or fewer persons promising to pay the amount owing;
- (d) the *Bank* increases or reduces the monetary amount of any credit available to *you*;
- (e) the form of the *Debt* changes in any way, for example *Variable Rate Debt* or *Fixed Rate Debt* becomes *Collateral Loan Debt* or the *Mortgage* secures additional *Debt*;

- (f) the *Mortgage* secures more than one type of *Debt* (for example *Fixed Rate Debt* and *Collateral Loan Debt*) or more than one type of *Collateral Loan Debt*; or
- (g) the terms applicable to the *Debt* are changed, for example if the *Interest Rate* changes, if the *Debt* or a portion of the *Debt* is renewed or extended or if the *Regular Payments* change.

2.02 Application of Payments.

If you are in default under any of your *Obligations*, the *Bank* may apply any payments made by you to any one or more of *Collateral Loan Debt*, *Variable Rate Debt* and *Fixed Rate Debt* as the *Bank* may decide in its discretion.

2.03 Place of Payment.

You agree to repay the *Debt* to the *Bank* at its head office in Toronto, Ontario or any other place *Approved* by the *Bank*.

2.04 Time of Payment.

Any payment that is due on a day that is not a *Business Day* must be made on the *Business Day* immediately preceding the due date. The *Bank* will consider payments received after 2:00 p.m. (Eastern Standard Time or Eastern Daylight Time, as applicable) to have been made on the next *Business Day*.

2.05 Method of Payment.

The *Bank* may require that you give it:

- (a) a written authorization to deduct automatically any payments due under the *Mortgage*, including payments of *Taxes*, from an account set up by you with the *Bank* or a financial institution *Approved* by the *Bank*; or
- (b) a series of post-dated cheques for any payment, including payments of *Taxes* required under the *Mortgage*.

2.06 Failure to Pay or Perform Obligations.

If you fail to pay any part of the *Debt* when it is due or if you do not perform any of your *Obligations* when required, then, at the *Bank's* option, all of the *Debt* will immediately become payable. If the *Mortgage* secures more than one type of *Debt* (for example *Fixed Rate Debt* and *Collateral Loan Debt*) default under any type of *Debt* will constitute default under all types of *Debt* and the *Bank* will be able to exercise all of the remedies set out in Article 9 for all types of *Debt*. If you default under any prior mortgage (as mentioned in Section 1.02(g)), that default will be a default under the *Mortgage*.

2.07 Costs.

All *Costs* incurred by the *Bank* will be immediately payable by you, bear *Interest* at the highest *Interest Rate* and form part of the *Debt*. See Article 11 for the definition of *Costs*.

2.08 Deductions from Advances.

The *Bank* may deduct from any advance under the *Mortgage*:

- (a) any *Taxes* that are due;
- (b) any *Interest* due under the *Mortgage*;
- (c) all legal fees and disbursements (and applicable taxes) for preparing and registering the *Mortgage*; and
- (d) any *Costs* relating to the *Approval*, preparation or registration of the *Mortgage* or the *Credit Documents* (including fees for mortgage insurance and title insurance).

2.09 Advances under the Mortgage.

The *Bank* may decide, for any reason, that it will not advance all or any part of the *Original Principal Amount* even if the *Mortgage* has been registered and whether or not any part of the *Original Principal Amount* has previously been advanced to you. Even though the *Bank* has not advanced any money, the *Mortgage* will still secure *Costs*.

ARTICLE 3 COLLATERAL LOAN MORTGAGES

3.01 When This Article Applies.

The provisions in this Article apply if the *Mortgage* at any time secures *Collateral Loan Debt*. If the *Mortgage* secures *Collateral Loan Debt* and *Fixed Rate Debt* or *Variable Rate Debt*, the provisions of this Article apply only to the *Collateral Loan Debt*.

3.02 Repayment.

- (a) You will pay the *Collateral Loan Debt* to the *Bank* on demand.

- (b) *You will pay Interest to the Bank on the Collateral Loan Debt at the interest rate and on the terms set out in the Credit Documents.*
- (c) *If any payment is late, you will pay the Bank additional Interest as set out in the Credit Documents.*

3.03 Prepayment.

The Collateral Loan Debt may only be prepaid as set out in the Credit Documents.

3.04 Other Terms.

Other terms applicable to the Mortgage and the Collateral Loan Debt are set out in the Credit Documents.

PART B - VARIABLE RATE MORTGAGES
(Applicable to Variable Rate Mortgages)

ARTICLE 4
MORTGAGES WITH A VARIABLE INTEREST RATE

4.01 When This Article Applies.

The provisions of this Article apply if the Mortgage initially secures Variable Rate Debt. If the Mortgage secures Variable Rate Debt and Collateral Loan Debt, the provisions of this Article apply only to the Variable Rate Debt. A schedule to the Mortgage will indicate if the Mortgage secures Variable Rate Debt.

4.02 Repayment.

- (a) On the Interest Adjustment Date you will pay Interest to the Bank at the Variable Interest Rate on all amounts advanced, calculated from the date of each advance to but excluding the Interest Adjustment Date.
- (b) After the Interest Adjustment Date, you will pay the Bank the Variable Rate Principal Amount together with Interest at the Variable Interest Rate on the Variable Rate Principal Amount calculated from the Interest Adjustment Date. You will repay these amounts in Regular Payments beginning on the First Payment Date and continuing on each Payment Date until the Balance Due Date. On the Balance Due Date you will pay the balance of the Variable Rate Debt.
- (c) If the amount of any Regular Payment is less than the Interest on the Variable Rate Debt due for any Interest Period, Deferred Interest for that Interest Period will be added to the Variable Rate Principal Amount and then bear Interest at the Variable Interest Rate.
- (d) If a Regular Payment is late you will pay Late Interest.
- (e) You will continue to pay Interest at the Variable Interest Rate until all of the Variable Rate Debt has been repaid.

4.03 Changes in the Variable Interest Rate.

The Variable Interest Rate will change with any change in the Mortgage Prime Rate. If the Bank changes the Mortgage Prime Rate, the Bank may send you notice of the new Variable Interest Rate, but if the Bank fails to do so you will still be liable to make all payments when due under the Mortgage at the new Variable Interest Rate. These notices form a part of the Mortgage. A change in the Variable Interest Rate will become effective on the day that the Mortgage Prime Rate changes.

4.04 Table of Interest Rates.

The Bank calculates the Variable Interest Rate monthly, not in advance. The Appendix contains a table setting out sample Variable Interest Rates calculated monthly, not in advance, together with the equivalent interest rates calculated half-yearly not in advance. This table is for information purposes.

4.05 Interest on Late Payments (Compound Interest).

If any Regular Payment is late, the Bank will calculate Late Interest every day at the Variable Interest Rate on the full amount that is late. You agree to pay this Late Interest. The Bank will add Late Interest to the Debt at the end of each Interest Period.

4.06 Application of Regular Payments.

When the Bank receives a Regular Payment, the Bank will first apply it to Late Interest, if any. Next the Bank will apply it to Interest (other than Deferred Interest) on the Variable Rate Principal Amount. Finally, the Bank will apply any remaining part of the Regular Payment to reduce the Variable Rate Principal Amount. The Bank may also decide to apply a late Regular Payment to other amounts you may owe, for example Taxes in any order the Bank determines.

Example. The example set out below will help to determine:

- (a) the approximate amount of each Regular Payment that will be applied to Interest owing; and
- (b) either:
 - (i) the amount of each Regular Payment that may be applied to reduce the Variable Rate Principal Amount; or
 - (ii) the amount of Deferred Interest.

The following calculations are for illustration only and do not reflect the particulars of your Mortgage.

Formula. The following formula will help to calculate the Interest on the Variable Rate Principal Amount for any Interest Period to determine approximately how the Bank will apply a Regular Payment.

Variable Rate Principal Amount X (Variable Interest Rate / 100) X (Number of days in the Interest Period / 365)

Interest is calculated from and including the first date of an Interest Period to and including the last day of that Interest Period.

Calculation. Here is an example of how to calculate *Interest*:

- (c) The *Variable Rate Principal Amount* from January 1 to January 31 is \$50,000. The *Variable Interest Rate* on January 1 was 13% per annum. The *Payment Date* is February 1.
- (d) In calculating *Interest* from January 1 to January 31, include January 1 and include January 31 so the number of days is 31.

\$50,000

X

13

100

X

31

365

=

\$552.05

- (e) The total *Interest* from January 1 to January 31 is approximately \$552.05.
- (f) Assume that the amount of each *Regular Payment* is \$575. The *Bank* would apply the February 1 payment as follows:

<i>Interest</i> from January 1 - January 31	\$552.05
Amount applied to reduce the <i>Variable Rate Principal Amount</i>	<u>22.95</u>
	\$575.00

- (g) If the amount of each *Regular Payment* were only \$500.00, all \$500 would be applied to reduce the *Interest* owing; the unpaid *Interest* of \$52.05 would be *Deferred Interest* that would be added to the *Variable Rate Principal Amount*.

4.07 Prepayment for Open Mortgages.

If the portion of the *Mortgage* securing *Variable Rate Debt* is open for prepayment and if you have performed all of your *Obligations* to date then you may prepay all or part of the *Variable Rate Principal Amount* on any *Payment Date* without notice or additional charge, other than the following administration fees. If you prepay the *Variable Rate Principal Amount* in full before the first anniversary of the *Interest Adjustment Date*, you must pay an administration fee of \$500.00 with the prepayment. If you prepay the *Variable Rate Principal Amount* in full before the second anniversary of the *Interest Adjustment Date*, you must pay an administrative fee of \$250.00 with the prepayment. If you make a partial prepayment you must continue to make the *Regular Payments* on the *Payment Dates* until all of the *Variable Rate Debt* is paid.

4.08 Prepayment for Closed Mortgages.

If the portion of the *Mortgage* securing *Variable Rate Debt* is closed to prepayment and if you have performed all of your *Obligations*, you may do one or more of the following:

- (a) Each calendar year, you may prepay up to fifteen per cent (15%) of the original *Variable Rate Principal Amount*, but not less than \$100.00, without charge. This prepayment privilege is not cumulative from year to year. If the prepayment privilege is not used in one year, it cannot be carried forward and used in a later year. This prepayment privilege cannot be used in combination with the prepayment privilege in subsection 4.08(c).
- (b) Once each calendar year, on any *Payment Date*, on written notice, you may increase the amount of your *Regular Payments*, without charge, provided that the total of all increases does not exceed one hundred per cent (100%) of the *Regular Payment* originally indicated in the *Mortgage*. If you have increased your *Regular Payments*, then on written notice, without charge, you may later decrease each *Regular Payment* to an amount not less than the original *Regular Payment* indicated in the *Mortgage*.
- (c) On any *Payment Date*, you may prepay all or any part of the *Variable Rate Principal Amount*, on payment of an amount equal to three (3) months' interest at the then current *Variable Interest Rate*, on the amount you prepay. When you make a prepayment under this subsection, any portion of the amount you are still entitled to prepay under subsection 4.08(a) will not be deducted from the amount you prepay under this subsection when the three (3) months' interest is calculated.

If you make a partial prepayment, you must continue to make the *Regular Payments* on the *Payment Dates* until all of the *Variable Rate Debt* is paid.

4.09 Prepayment of Renewed or Extended Mortgages.

The prepayment provisions set out in this Article are only available during the original *Term*. If the terms of the *Mortgage* are renewed or extended, you may only use the prepayment provisions set out in the *Renewal Agreement*.

4.10 Trigger Point Amount.

- (a) Since your *Regular Payments* do not change if the *Variable Interest Rate* increases, it is possible that your *Regular Payments* will not be enough to pay the *Interest* due in any given *Interest Period*. If this occurs, the *Variable Rate Principal Amount* will increase by the amount of the *Deferred Interest*. If the amount of the *Variable Rate Principal Amount* increases to a certain limit (referred to as the *Trigger Point Amount*), then you will have to take one of the actions set out in this Section.
- (b) *Mortgages* that are not *Insured Mortgages*

If your *Mortgage* is not an *Insured Mortgage*, and if at any time the *Variable Rate Principal Amount* plus *Deferred Interest* exceeds the *Trigger Point Amount*, the *Bank* may give you notice of the *Excess*. Within thirty days after receiving the notice you must do one of the following:

- (i) make a payment to the *Bank* at least equal to the *Excess*; or
- (ii) satisfy the *Bank* that the *Variable Rate Principal Amount* plus *Deferred Interest* is less than seventy-five per cent (75%) of the fair market value of the *Property* as established by a qualified real estate appraiser chosen by the *Bank*, but at *your* expense.

(c) *Insured Mortgages*

If *your Mortgage* is an *Insured Mortgage* and if at any time the *Variable Rate Principal Amount* plus *Deferred Interest* exceeds the *Trigger Point Amount*, the *Bank* may give *you* notice of the *Excess*. Within thirty days after receiving the notice *you* must do one of the following:

- (i) make a payment to the *Bank* at least equal to the *Excess*;
- (ii) convert the *Variable Interest Rate* to a *Fixed Interest Rate* as set out in Section 4.11; or
- (iii) increase each *Regular Payment* to an amount sufficient to amortize the *Variable Rate Principal Amount* plus *Deferred Interest* over the remaining amortization period at the time of the increase on terms *Approved* by the *Bank*.

(d) *Default*

If *you* do not do what is required by paragraphs (b) or (c) above (whichever is applicable) the *Bank* has the option of demanding repayment of the *Variable Rate Debt* and exercising its remedies under the *Mortgage*.

(e) In this Section the following words have the following meanings:

- (i) "*Excess*" means the *Principal Amount* plus *Deferred Interest* less the *Trigger Point Amount*.
- (ii) "*Trigger Point Amount*" means, at any time,
 - (A) for *Mortgages* that are not *Insured Mortgages*, seventy-five per cent (75%) of the value of the *Property* as determined by the *Bank* at the time the *Bank Approved* the *Mortgage* (with or without an appraisal of the *Property*); or
 - (B) for *Insured Mortgages*, one hundred and five per cent (105%) of the original *Variable Rate Principal Amount*.

4.11 Changing from a Variable Interest Rate to a Fixed Interest Rate.

If *you* have performed all of *your Obligations* to date, then *you* may take one of the following options:

- (a) If the *Variable Rate Debt* is open for prepayment, *you* may convert the *Variable Interest Rate* to a *Fixed Interest Rate* for a term that *you* select and the *Bank Approves*. The new *Fixed Interest Rate* will be the *Bank's* interest rate then in effect for the term selected and the *Principal Amount* will be closed to prepayment. The amortization period will not change without the *Bank's Approval*. The terms of the *Mortgage* as varied, including the day for the first payment at the *Fixed Interest Rate*, will be those offered by the *Bank* at that time and will be contained in an *Amendment*.
- (b) If the *Variable Rate Debt* is closed to prepayment, *you* may convert the *Variable Interest Rate* to a *Fixed Interest Rate* for a term that *you* select and the *Bank Approves*. *You* must select a new *Term* that extends beyond the *Balance Due Date*. The new *Fixed Interest Rate* will be the *Bank's* interest rate then in effect for the term selected and the *Principal Amount* will be closed to prepayment. The amortization period will not change without the *Bank's Approval*. The terms of the *Mortgage* as varied, including the day for the first payment at the *Fixed Interest Rate*, will be those offered by the *Bank* at that time and will be contained in an *Amendment*.

If *you* have selected either of the options in paragraphs (a) or (b) above, *you* agree to execute an *Amendment* setting out these new terms.

PART C - FIXED RATE MORTGAGES
(Applicable to Fixed Rate Mortgages)

ARTICLE 5
MORTGAGES WITH A FIXED INTEREST RATE

5.01 When This Article Applies.

The provisions of this Article apply if the Mortgage initially secures Fixed Rate Debt. If the Mortgage secures Fixed Rate Debt and Collateral Loan Debt, the provisions of this Article apply only to the Fixed Rate Debt. A schedule to the Mortgage will indicate if the Mortgage secures Fixed Rate Debt.

5.02 Repayment.

- (a) On the Interest Adjustment Date you will pay Interest to the Bank on all amounts advanced, calculated from the date of each advance to but excluding the Interest Adjustment Date.
- (b) After the Interest Adjustment Date, you will pay the Bank the Fixed Rate Principal Amount together with Interest at the Fixed Interest Rate on the Fixed Rate Principal Amount calculated from the Interest Adjustment Date. You will repay these amounts in Regular Payments beginning on the First Payment Date and continuing on each Payment Date until the Balance Due Date. On the Balance Due Date you will pay the balance of the Fixed Rate Debt.
- (c) If a Regular Payment is late you will pay Late Interest.
- (d) You will continue to pay Interest at the Fixed Interest Rate until all of the Fixed Rate Debt has been repaid.

5.03 Interest on Late Payments (Compound Interest).

If any Regular Payment is late, the Bank will calculate Late Interest every day at the Fixed Interest Rate on the full amount that is late. You agree to pay this Late Interest. The Bank will add Late Interest to the Debt at the end of each Interest Period.

5.04 Application of Regular Payments.

When the Bank receives a Regular Payment, the Bank will first apply it to Late Interest, if any. Next the Bank will apply it to Interest on the Fixed Rate Principal Amount. Finally, the Bank will apply any remaining part of the Regular Payment to reduce the Fixed Rate Principal Amount. The Bank may also decide to apply a late Regular Payment to other amounts you may owe, for example Taxes in any order the Bank determines.

Example. The example set out below will help to determine:

- (a) the approximate amount of each Regular Payment that will be applied to Interest owing; and
- (b) the amount of each Regular Payment that may be applied to reduce the Fixed Rate Principal Amount.

The following calculations are for illustration only and do not reflect the particulars of your Mortgage.

Formula. The following formula will help to calculate the Interest on the Fixed Rate Principal Amount for any Interest Period to determine approximately how the Bank will apply a Regular Payment.

Fixed Rate Principal Amount X (Fixed Interest Rate / 100) X (Number of days in the Interest Period / 365)

Interest is calculated from and including the first date of an Interest Period to and including the last day of that Interest Period. However, note that the Fixed Interest Rate is expressed to be calculated half-yearly. Because the Fixed Interest Rate is expressed to be calculated half-yearly and the following example uses a monthly calculation period, the result of applying the formula will only be approximate. The actual amount of Interest will be slightly lower.

Calculation. Here is an example of how to calculate Interest:

- (c) The Fixed Rate Principal Amount from January 1 to January 31 is \$50,000. The Fixed Interest Rate on January 1 was 9% per annum. The Payment Date is February 1.
- (d) In calculating Interest from January 1 to January 31, include January 1 and include January 31 so the number of days is 31.

\$50,000 X (9 / 100) X (31 / 365) = \$382.19

- (e) The total Interest from January 1 to January 31 is approximately \$382.19.

- (f) Assume that the amount of each *Regular Payment* is \$400. The *Bank* would apply the February 1 payment as follows:

<i>Interest from January 1 - January 31</i>	\$382.19
<i>Amount applied to reduce the Fixed Rate Principal Amount</i>	<u>17.81</u>
	\$400.00

5.05 Prepayment for Open Mortgages.

If the portion of the *Mortgage* securing *Fixed Rate Debt* is open for prepayment and if *you* have performed all of *your Obligations*, then *you* may prepay all or part of the *Fixed Rate Principal Amount* on any *Payment Date* without notice or additional charge. If *you* make a partial prepayment *you* must continue to make the *Regular Payments* on the *Payment Dates* until all of the *Fixed Rate Debt* is paid.

5.06 Prepayment for Closed Mortgages.

If the portion of the *Mortgage* securing *Fixed Rate Debt* is closed to prepayment and if you have performed all of your *Obligations*, you may do one or more of the following:

- (a) Each calendar year, *you* may prepay up to fifteen per cent (15%) of the original *Fixed Rate Principal Amount*, but not less than \$100.00, without charge. This prepayment privilege is not cumulative from year to year. If the prepayment privilege is not used in one year, it cannot be carried forward and used in a later year. This prepayment privilege cannot be used in combination with the prepayment privilege in subsection 5.06(c).
- (b) Once each calendar year, on any *Payment Date*, on written notice, *you* may increase the amount of *your Regular Payments*, without charge, provided that the total of all increases does not exceed one hundred per cent (100%) of the *Regular Payment* originally indicated in the *Mortgage*. If *you* have increased *your Regular Payments*, then on written notice, without charge, *you* may later decrease each *Regular Payment* to an amount not less than the original *Regular Payment* indicated in the *Mortgage*.
- (c) On any *Payment Date*, *you* may prepay all or any part of the *Fixed Rate Principal Amount*, on payment of an amount equal to the greater of (i) three (3) months' interest at the *Fixed Interest Rate* on the amount *you* prepay or (ii) the *Interest Rate Differential Amount*. When *you* make a prepayment under this subsection, any portion of the amount *you* are still entitled to prepay under subsection 5.06(a) will not be deducted from the amount *you* prepay under this subsection when the three (3) months' interest or the *Interest Rate Differential Amount* is calculated.
- (d) "*Interest Rate Differential Amount*" means the amount of interest, calculated at the *Differential Interest Rate* on the amount of *Fixed Rate Debt* that *you* prepay, for the remaining *Term*. The "*Differential Interest Rate*" is the difference between (A) the *Fixed Interest Rate* and (B) the current interest rate for a *Similar Mortgage*. There will only be a *Differential Interest Rate* when the *Fixed Interest Rate* is higher than the current interest rate for a *Similar Mortgage*. A "*Similar Mortgage*" is a *Mortgage* offered by the *Bank* that has a fixed interest rate and a term closed to prepayment that is closest to the remainder of the *Term*. The current interest rate for a *Similar Mortgage* is the *Bank's* non-discounted posted rate less any rate reduction or discount received by *you* for the *Fixed Rate Debt*, and is determined on the earlier of the date of the prepayment or the date the *Bank* issues a valid discharge statement. If the *Fixed Rate Debt* has been re-financed and additional funds advanced using a blended rate of interest (including advances under the *Bank's* portability provisions), then the rate reduction will be the weighted average, based on the dollar amount, of the most recent rate reduction or discount received by *you* prior to the re-financing and the rate reduction on any additional funds advanced at the time of the re-financing.

If *you* make a partial prepayment, *you* must continue to make the *Regular Payments* on the *Payment Dates* until all of the *Fixed Rate Debt* is paid.

5.07 If You Move (Portability).

- (a) If *you* own or purchase another property and
- (i) *you* have performed all of *your Obligations*; and
- (ii) *you* complete a new mortgage loan application that the *Bank Approves*,
- then *you* may request the *Bank* to discharge the *Mortgage* on the *Property* and transfer the *Fixed Rate Debt* to the other property to be secured by a new mortgage.
- (b) If *you* take advantage of the option in Subsection 5.07(a) then the following provisions also apply:
- (i) The *Fixed Interest Rate* and *Balance Due Date* will continue to apply to the outstanding *Fixed Rate Debt* secured by the new mortgage.
- (ii) The *Bank* will require the new mortgage to be registered. The new mortgage will secure the outstanding *Fixed Rate Debt* and must be the only mortgage or charge on the other property.
- (iii) *You* will pay all of the *Bank's* expenses that relate in any way to the new mortgage.

If there are several mortgagors, then only one mortgagor (or more than one if they are acting together) may use this privilege.

5.08 Prepayment of Renewed or Extended Mortgages.

The prepayment provisions set out in this Article are only available during the original *Term*. If the *Mortgage* is renewed or extended, *you* may only use the prepayment provisions set out in the *Renewal Agreement*.

5.09 Changing the Term for Six Month Mortgages.

If the *Term* is six (6) months and if *you* have performed all of *your Obligations*, then at any time before the *Balance Due Date* *you* may, without charge, select a new *Term* that is at least one (1) year in length. The new *Fixed Interest Rate* will be the *Bank's* interest rate then in effect for the *Term* that *you* select. The *Mortgage* with the new *Term* will be closed to prepayment. The amortization period will not change without the *Bank's Approval*. The terms of the *Mortgage* as varied, including the day for the first payment at the *Fixed Interest Rate*, will be those offered by the *Bank* at that time and will be contained in an *Amendment*. If *you* have selected this option, *you* agree to execute an *Amendment* setting out these new terms.

**PART D - AMENDING OR EXTENDING THE MORTGAGE
(Applicable to Fixed Rate Mortgages and Variable Rate Mortgages)**

**ARTICLE 6
RENEWAL AND AMENDMENT PROVISIONS**

6.01 General.

You may renew the *Mortgage* if the *Bank Approves*. A *Renewal Agreement* will conclusively establish any renewal or extension of the *Mortgage* as well as the terms of that renewal or extension.

6.02 Renewal Services.

The *Bank* may allow *you* to renew the *Mortgage* by telephone or on the *Bank's* web site. The *Bank* will send *you* a document confirming the renewal terms by ordinary mail. *You* agree to sign this document and return it to the *Bank*. For *your* renewal to be effective, the *Bank* must receive *your* signed *Renewal Agreement* within thirty days of the beginning of the new *Term*. If *you* do not return *your* signed *Renewal Agreement*, the *Bank* may, in reliance on *your* renewal instructions, process a new *Mortgage* payment consistent with the document sent to *you*. If *you* do not object in writing within fifteen (15) days of the *Bank* processing the new *Mortgage* payment *you* will have *Approved* the terms set out in the document, which becomes *your* *Renewal Agreement*.

6.03 The Bank's Renewal Right.

If on or before the *Balance Due Date* *you* do not (i) repay all of the *Debt*, (ii) renew or extend the *Mortgage*, (iii) give notice to the *Bank* in writing at least fifteen (15) days before the *Balance Due Date* to cease automatically debiting *Regular Payments* to *your* *Mortgage* account or (iv) give written notice to the *Bank* that *you* do not wish to renew or extend the *Term*, then the *Bank* has the option by giving written notice to *you* of renewing or extending the *Mortgage* for one year at a fixed interest rate on a fully open basis at the *Bank's* posted interest rate then applicable to one year open mortgages. All of the provisions contained in the offer to renew or extend mailed to *you* and the provisions of Parts A, D and E of these Standard Charge Terms applicable to one-year open mortgages will apply to the renewed or extended *Mortgage*. The provisions of the renewed or extended *Mortgage* will bind all mortgagors and all *Guarantors*.

6.04 Several Mortgagors.

You and all *Guarantors* agree that, with the *Bank's Approval*, any one mortgagor can agree to any *Amendment* or *Renewal Agreement*, and that agreement will bind all other mortgagors and all *Guarantors*. The person so agreeing is deemed to be the agent of the others.

6.05 Registration of Amendments.

You agree that any *Amendment* does not have to be registered in any land registry office. Any *Amendment* will be binding on *you*, on the *Bank*, on any transferee of the *Property* and on any person who has an interest in the *Property*. Any *Amendment* will have priority over any subsequent charge, mortgage, interest in or transfer of the *Property* to the same extent as if the *Amendment* had been registered in the appropriate land registry office before registration of any subsequent charge, mortgage, interest or transfer.

6.06 No Renewal Without the Bank's Approval.

Except as set out in Sections 6.02 and 6.03, no payment made by *you* after the *Balance Due Date* or after the end of any extension or renewal will result in any renewal or extension of the *Mortgage* unless the *Bank* has *Approved* the extension or renewal.

PART E - OTHER GENERAL PROVISIONS
(Applicable to All Mortgages)

ARTICLE 7
OTHER PROVISIONS AFFECTING THE MORTGAGE

7.01 Sale or Transfer of Property.

If *you* Convey the *Property* or any interest in the *Property* to anyone (in this Section a "*Purchaser*") and the *Purchaser* has not:

- (a) applied for and received the *Bank's Approval* to assume the *Mortgage*; and
- (b) signed an assumption agreement *Approved* by the *Bank*,

then the *Bank* may demand repayment of the *Debt* by notice in writing and the *Debt* will become immediately payable. The applicable prepayment provisions in Articles 3, 4 and 5 will apply to any repayment. No change in the ownership of the *Property* or any agreement between the *Bank* and a *Purchaser* will in any way affect or prejudice the *Bank's* rights against *you* or any other person liable for payment of the *Debt*. The *Bank* may enter into agreements with a *Purchaser* without notice to *you* and without *your Approval*. *You* will not be released from *your Obligations* even if the *Bank* accepts money from a *Purchaser* or if a *Purchaser* agrees with the *Bank* without notice to *you* to assume, renew, extend or amend the *Mortgage*.

7.02 Assignment of Leases.

As additional security for *your* performance of the *Obligations*, *you* agree to assign to the *Bank* from time to time, immediately on its request, any lease of the whole or any part of the *Property*. Any assignment must be in a form acceptable to the *Bank*. *You* will deliver to the *Bank* executed copies of all leases of the *Property* at the *Bank's* request. *You* will comply with all of the landlord's obligations in any lease assigned by *you* to the *Bank*. *You* agree that none of the *Bank's* rights or remedies under the *Mortgage* will be delayed, hindered or prejudiced by these assignments.

7.03 Assignment of Rents.

You agree with the *Bank* as follows:

- (a) For the purposes of this Section the term "leases" includes agreements to lease, tenancy agreements, licenses and occupancy agreements.
- (b) *You* hereby assign to the *Bank* all rents payable from time to time under all present and future leases of all or any part of the *Property*; *you* also assign the *Bank* the benefit of all other tenants' obligations under those leases.
- (c) As soon as *you* enter into any lease of the *Property* *you* will, if requested by the *Bank*, execute and deliver to the *Bank* an assignment in the *Bank's* usual form of all rents payable under that lease and the benefit of all other tenants' obligations under that lease. *You* will also execute and deliver to the *Bank* any other documents that the *Bank* determines are necessary to make the assignment effective.
- (d) Nothing in the *Mortgage*, or in the assignments referred to in this Section, will make the *Bank* responsible for the collection of rents payable under any lease of the *Property* or for the performance of any other obligations in any lease.
- (e) The *Bank* will not be considered a mortgagee in possession or landlord of the *Property* because of any assignment referred to in this Article.
- (f) The *Bank* only has to account for rent that the *Bank* actually receives (less reasonable collection charges) and the *Bank* may apply those rents to repayment of the *Debt* in any manner that the *Bank* in its discretion determines.

7.04 Payments the Bank may Make.

The *Bank* may pay any rents or satisfy any present or future *Taxes*, mortgages, rates, charges, *Common Expenses* or other similar liabilities or interests in the *Property*. These amounts, when paid by the *Bank*, form part of the *Debt*.

7.05 Taxes.

- (a) *You* will pay all *Taxes* on the *Property* promptly as they fall due. If the *Bank* requests evidence of payment of *Taxes*, *you* will immediately provide the *Bank* with evidence satisfactory to the *Bank* that *you* have paid all *Taxes*. If *you* do not provide the *Bank* with this evidence the *Bank* may obtain it directly from the municipality or other taxing authority. Any charge the *Bank* incurs to obtain this evidence will be added to the *Debt* and is payable by *you* immediately. *You* hereby authorize the municipality to release all tax information on the *Property* to the *Bank*.
- (b) If a portion of the *Debt* is *Fixed Rate Debt* or *Variable Rate Debt* then the following provisions apply:
 - (i) The *Bank* may pay out of any advance any *Taxes* payable at the date of that advance or due within the calendar year.
 - (ii) If the *Bank* requires,
 - (A) *you* agree to pay the *Bank* on each *Payment Date* an amount the *Bank* estimates will be required to provide funds sufficient to pay all *Taxes* for the year by the time the *Bank* remits the *Taxes*. The *Bank* may pay the *Taxes* at any time or times as it sees fit.

- (B) The *Bank* may re-estimate *your Taxes* from time to time. *You* will pay any additional amounts required because of a re-estimate. *You* will provide the *Bank* with all tax bills and other notices relating to *Taxes* on the *Property* immediately after *you* receive them. The *Bank* may obtain these directly from the municipality or other taxing authority. Any charges the *Bank* incurs to obtain these items will be added to the *Debt* and are payable by *you* immediately.
- (C) As long as the *Bank* requires *you* to make tax payments under this Section, and as long as *you* have performed all of *your Obligations*, the *Bank* agrees to pay from the *Tax Account* all *Taxes* as they fall due or at any time the *Bank* thinks fit to the extent that there are sufficient funds in the *Tax Account*. If the amount in the *Tax Account* is insufficient, the *Bank* may, at its option, either debit to the *Tax Account* or add to the *Debt* the amount by which the *Tax Account* is insufficient.
- (D) Any debit balance in the *Tax Account* will bear *Interest* at the highest *Interest Rate* payable under the *Mortgage* and will form part of the *Debt*. The *Bank* does not have to pay interest on any credit balance in the *Tax Account*.
- (E) If at any time the *Taxes* that the *Bank* has paid exceed the amount *you* have paid under this Section, *you* will immediately, on the *Bank's* request, pay the *Bank* that difference.
- (F) The *Bank* is not a trustee of the *Tax Account*.
- (iii) If *you* fail to perform any of *your Obligations*, any payments made by *you* under this Section may at the *Bank's* option be either credited to the *Tax Account* or applied against the *Debt*.

7.06 Repair and Maintenance of the Property.

You agree as follows:

- (a) *You* will keep the *Property* in good condition and repair and *you* will not do anything that will diminish the value of the *Property*.
- (b) *You* will not change the use of the *Property*.
- (c) The *Bank* or any insurer of the *Mortgage* may, whenever they deem it necessary, enter and inspect the *Property* and conduct any environmental testing, site assessment, investigation or study that the *Bank* or any insurer thinks is necessary. *You* will pay the *Bank* on demand the reasonable *Costs* of those inspections, investigations, assessments, studies and testing.
- (d) *You* will promptly, at *your* own cost, comply with all *Laws* concerning the *Property*. At *your* own cost *you* will make all improvements or alterations to the *Property* that may be required at any time by any *Law*.

7.07 The Bank's Rights During Construction.

- (a) Before commencing any construction on the *Property* *you* will have all plans and specifications *Approved* by the *Bank*.
- (b) If at any time
 - (i) any construction on the *Property* remains unfinished and without any work being done on it for more than ten (10) consecutive days;
 - (ii) *you* deviate from any plans that have been *Approved* by the *Bank*;
 - (iii) *you* deviate from the generally accepted local standards of construction; or
 - (iv) *you* allow a construction lien to be registered against the *Property* for more than thirty (30) days,

then the *Bank* may, without becoming a mortgagee in possession, enter the *Property* and do all work necessary to protect the *Property* from deterioration. The *Bank* may complete any construction on the *Property* in accordance with plans and specifications that have been *Approved* by the *Bank* or otherwise as the *Bank* in its discretion determines. In completing construction the *Bank* may use and have exclusive possession of all materials and equipment on the *Property* without any interference from *you*. The *Bank* may also pay the amount of any lien and add that amount to the *Debt*.

7.08 Insurance.

- (a) As long as there is any *Debt* outstanding, *you* will, at *your* expense, take out and keep in force insurance on the *Property*. *You* will keep the *Property* insured against loss or damage in an amount equal to not less than one hundred percent (100%) of the full replacement value of the *Property* pursuant to a mortgage endorsement in favour of the *Bank* issued by *your* insurer for the *Property*. The risks against which *you* must insure include fire, extended perils, tempest, tornado, cyclone, lightning, wind, storm, hail, explosion, riot, impact by aircraft or vehicle, smoke damage, other risks covered by a standard extended coverage insurance policy and any other risks and hazards that the *Bank* may from time to time require. *You* will ensure that the *Bank* is sent copies of all notices sent to *you* about this insurance. If the *Property* is a condominium unit, *you* will ensure that the *Condominium Corporation* takes out and keeps this insurance in force.

- (b) As long as there is any *Debt* outstanding, if a sprinkler system, a steam boiler or any apparatus operating or operated by steam is installed in or operated on the *Property*, you will insure the buildings on the *Property* against loss or damage caused by any bursting, explosion or defect in the sprinkler system, boiler or apparatus to the full replacement value of the *Property*.
- (c) All insurance policies must provide that any loss will be payable to the *Bank* as its interest may appear and must contain the standard mortgage clause *Approved* by the *Bank*.
- (d) The *Bank* may require any insurance on the *Property* to be cancelled and new insurance taken out with an insurance company *Approved* by the *Bank* (and *Approved* by the landlord under the *Lease* if the *Property* is a *Leased Property* and if required by the *Lease*). The *Bank* may, without consulting you, take out any insurance on the *Property* if the *Bank* has not received proof of coverage satisfactory to it. The premiums for this insurance will be added to the *Debt*.
- (e) You agree that you will deliver certificates of insurance or, if required by the *Bank*, certified copies of insurance policies as soon as possible after placing the required insurance.
- (f) All policies must contain an undertaking by the insurer to notify the *Bank* in writing not less than fifteen (15) days prior to any material change, cancellation, failure to renew or termination of any policy.
- (g) If you fail to take out or to keep in force any insurance policy, or if any insurance policy is not *Approved* by the *Bank*, and if you do not rectify the situation within seven (7) days after written notice from the *Bank*, the *Bank* may, without consulting you, take out insurance at your expense. If you have failed to meet any of your *Obligations*, the *Bank* may charge you the cost of insuring the *Property* under an individual or a blanket insurance policy issued to the *Bank*. The *Bank* is under no obligation to insure the *Property* or to insure the *Property* for more than the *Debt*. However, if the *Bank* does take out additional insurance, it will be at your expense.
- (h) If the *Bank* pays any premiums for insuring the *Property*, the amount of any payments will be added to the *Debt* and will be payable immediately.
- (i) When the *Bank* requests it, you will provide the *Bank* with satisfactory evidence of the insurance required under this Section and proof that the premiums for that insurance have been paid. You must also provide the *Bank* with satisfactory evidence of the renewal of all insurance policies at least fifteen (15) days before the termination of each policy.
- (j) The *Bank* in its discretion may require that all insurance proceeds be paid to the *Bank*, to you or to any other person appearing by the records of the Land Registry Office to be or to have been the owner of the *Property*. The proceeds may also be paid partly in one way and partly in another, or they may be applied, in the *Bank's* sole discretion, in whole or in part to repay the *Debt* even if the *Debt* is not yet due. The *Bank* may in its discretion instead require that the insurance proceeds be applied to rebuilding or repairing the *Property*. If the *Property* is a *Leased Property*, the insurance proceeds will be applied to rebuilding or repairing the *Property*, if required by the *Lease*.
- (k) All policies of insurance must show any loss payable (i) to the *Bank*, (ii) to a trustee *Approved* by the *Bank* pursuant to an insurance trust agreement *Approved* by the *Bank* or (iii) to both (if the *Property* is a condominium unit). The terms of any insurance trust agreement may not, once *Approved* by the *Bank*, be altered without the *Bank's* further *Approval*.
- (l) The *Mortgage* also charges all insurance proceeds as security for the *Debt*. If the *Property* is a condominium unit, the *Mortgage* also charges your interest in the insurance trust mentioned in Subsection 7.08(k) and on any insurance proceeds relating to the *Property* held by the trustee.
- (m) If the *Property* is a condominium unit, you will ensure that the *Condominium Corporation* will at all times comply with the terms of all insurance policies, the insurance provisions of the *Declaration* and any insurance trust agreement. You will also ensure that the insurance taken out by the *Condominium Corporation* complies with the *Obligations* of this Section. Finally, you will ensure that the *Condominium Corporation* assigns and delivers to the *Bank* certificates of insurance or, if required by the *Bank*, certified copies of each insurance policy, as soon as possible after placing the required insurance.
- (n) If there is any loss or damage, you must furnish at your own expense all necessary proofs and do all necessary acts to enable the *Bank* to obtain payment of the insurance proceeds. Production of the *Mortgage* will be sufficient authority for the insurer to pay any loss to the *Bank*.
- (o) The insurance provisions of this Section apply to all buildings, structures and improvements on the *Property* whenever built and during construction.

7.09 Subdivision, Release and Replacement of Property.

You agree as follows:

- (a) The *Mortgage* charges every part or lot into which the *Property* is or may be divided for all of the *Debt*. No person will have any right to require the *Debt* to be apportioned with respect to any part or lot.
- (b) At any time before or after the *Mortgage* is registered, the *Bank* may take other security, take evidence of indebtedness or obtain additional promises of payment. None of these actions will affect the *Bank's* rights under the *Mortgage* or limit the liability of any person who is liable under the *Mortgage* or any *Guarantor*.

- (c) The *Bank* may from time to time release or discharge the *Property*, any part of the *Property*, any other security the *Bank* has taken or any *Guarantor* on any terms that the *Bank* thinks proper. The *Bank* may at any time without notice to any person or without the consent of any person, make a settlement, extension or variation in the terms of any *Obligation*. No release, discharge, settlement, extension or variation in terms, nor any carelessness or neglect by the *Bank* in asserting its rights, the loss by operation of *Law* of any right the *Bank* has against *you* or any other person, or the loss or destruction of any security, will in any way release, diminish or prejudice its security against any undischarged *Property*. Similarly, no such action will release or prejudice any of the *Obligations* or release or diminish *your* liability or the liability of any *Guarantor* so long as any *Debt* remains unpaid. No security or *Guarantor* will be released or discharged except by a written release or discharge executed by the *Bank*.

7.10 Change of Control.

If *you* are a corporation and *you* *Convey* any interest in *your* issued and outstanding shares so that there is a change in *your* effective voting control without the *Bank's Approval*, then the *Bank* may exercise any of the remedies set out in Article 9. The *Bank's Approval* may be withheld in its unqualified subjective discretion.

7.11 Servicing Fees.

The *Bank* may charge a reasonable servicing fee to process each application for *Approval* contemplated by this Article. This servicing fee will be payable immediately upon demand and will form part of the *Debt*.

7.12 Repayment of Payments Made by the Bank.

Any payments made by the *Bank* under this Article will be added to the *Debt* and are payable by *you* immediately.

7.13 CashBack Repayment.

In addition to any other charges, if *you* prepay the *Mortgage* and *you* received a *CashBack* from the *Bank*, *you* will also pay an amount calculated as follows:

Formula.

$$CashBack\ repayment = Amount\ of\ CashBack\ received\ X\ \frac{Number\ of\ full\ or\ partial\ months\ remaining\ in\ the\ Term\ at\ the\ time\ of\ prepayment}{Number\ of\ months\ in\ the\ Term}$$

Example. The following example will show how to calculate the *CashBack* repayment. The following calculations are for illustration only and do not reflect the particulars of *your Mortgage*.

If *you* received a \$3,000 *CashBack*, the *Mortgage* had a *Term* of 5 years and *you* paid it off after two years (i.e. after 24 months), there would be 36 months remaining in the *Term*. The formula would then be applied as follows:

$$\$3,000 \qquad X \qquad \frac{36}{60} \qquad = \qquad \$1,800$$

You would have to repay \$1,800 to the *Bank*.

This amount will also be due if the *Bank* enforces its rights under Article 9.

**ARTICLE 8
PROVISIONS FOR SPECIFIC TYPES OF PROPERTIES**

8.01 Additional Promises for Leased Property.

If the *Property* is a *Leased Property*, *you* promise and confirm to the *Bank* that:

- (a) *you* own *your* leasehold interest in the *Property*;
- (b) *you* have the right to mortgage or charge the *Lease* and sublet the *Leased Property* to the *Bank*; if required under the *Lease*, *you* have obtained the landlord's consent to the *Mortgage*;
- (c) neither *you* nor any other person has mortgaged or otherwise encumbered the *Lease* or *your* rights under the *Lease*;
- (d) the *Lease* is a valid, existing lease and has not been amended except as *you* have advised the *Bank* in writing; *you* have paid the rent and performed *your* obligations under the *Lease* up to the date *you* signed the *Mortgage* and there is no default under the *Lease*;
- (e) *you* will not amend, surrender or terminate the *Lease* without the *Bank's* prior *Approval*. *You* will pay the rent under the *Lease* and perform *your* obligations under the *Lease* as long as the *Debt* is outstanding. *You* will provide the *Bank* with any notice of default under the *Lease* that *you* receive. *You* will indemnify the *Bank* from all actions, claims and demands relating to defaults under the *Lease*; and
- (f) *you* will assign the last day of the term of the *Lease*, or any renewal term, which *you* hold in trust for the *Bank*, as it may direct.

8.02 Additional Provisions for Leased Property.

If the *Property* is a *Leased Property*, the following provisions apply:

- (a) You charge the *Leased Property* to the *Bank* as security only and not as a complete assignment of your interest. You sublease the *Leased Property* to the *Bank* to the extent required by *Law* for the charge to be effective for the remainder of the term of the *Lease*, except for the last day of the term of the *Lease* (including the last day of any renewal). You hold all other rights under the *Lease* in trust for the *Bank*, including the last day of the term, and any right of renewal or right to purchase.
- (b) You hereby irrevocably appoint the *Bank* as your agent. If there is default under the *Mortgage*, the *Bank* may, as your agent, assign the *Lease* and the last day of the term of the *Lease* as the *Bank* may determine in its discretion. If the *Bank* sells the *Leased Property* pursuant to Article 9, the *Bank* may assign your interest in the *Lease* to a purchaser. The *Bank* may at any time remove you or any other person from being a trustee of the *Lease* under the trust set out in Subsection 8.02(a) and appoint a new trustee in your place.
- (c) At the *Bank's* request but at your cost you will assign to the *Bank* the last day of the term of the *Lease* or any renewal or substituted term. If the *Bank* sells the *Leased Property* under the power of sale you will hold the *Leased Property* and the last day of the term in trust for any purchaser.
- (d) If you neglect or refuse to renew the *Lease* then the *Bank* may renew the *Lease* in its own name so that the *Lease* will continue to be security for the *Mortgage*.
- (e) If you have not performed your *Obligations* for fifteen (15) days, the *Bank* may, on at least thirty-five (35) days written notice to you as required by Part III of the *Mortgages Act*, assign the *Lease*. Any assignment may be on the terms set out in Subsection 9.01(h) of these Standard Charge Terms.
- (f) No sale or other dealing by you with the *Lease* or the *Leased Property* and no extension of time given by the *Bank* to you, or anyone claiming under you, or any dealing by the *Bank* with the landlord or the *Lease*, will in any way affect or prejudice the *Bank's* rights against you or any other person liable to repay the *Debt*.
- (g) If you acquire any additional interest in the *Leased Property*, then by the *Mortgage* you charge that additional interest to the *Bank* without you or the *Bank* having to do anything further.

8.03 Additional Promises if the Property is a Condominium Unit.

- (a) You promise to perform all of your obligations under the *Condominium Act* and under the *Declaration*, the by-laws and the rules of the *Condominium Corporation*. Any breach of those obligations will constitute a default under the *Mortgage*. In addition, the following provisions apply:
 - (i) You will pay promptly when due your contribution to *Common Expenses*.
 - (ii) You will provide the *Bank* immediately on request with satisfactory evidence that all *Common Expenses* have been paid.
 - (iii) The *Bank* may deduct from any advance of the *Principal Amount* the amount of *Common Expenses* that are payable and are unpaid at the date of that advance.
 - (iv) If the *Bank* requests, you will give it copies of all notices, financial statements, reserve fund studies and other documents from time to time given to you by the *Condominium Corporation*.
 - (v) If the *Bank* gives you notice, you will pay the amount necessary to pay *Common Expenses* to the *Bank*. The *Bank* will remit all sums to the *Condominium Corporation* on your behalf.
- (b) You irrevocably authorize the *Bank* to exercise your right to vote or to consent in all matters relating to the affairs of the *Condominium Corporation*, provided that:
 - (i) the *Bank* will only exercise your right to vote or consent if the *Bank* has given you and the *Condominium Corporation* the notice required by the *Condominium Act* that the *Bank* intends to exercise this right;
 - (ii) the *Bank* is not under any obligation to vote or consent;
 - (iii) in voting or consenting the *Bank* is not obligated to protect your interests, but may vote or consent as the *Bank* in its discretion determines; and
 - (iv) if the *Bank* votes or consents the *Bank* is not a mortgagee in possession.

8.04 Additional Provisions if the Mortgage is an Insured Mortgage.

If the *Mortgage* is an *Insured Mortgage* and is insured by the Canada Mortgage and Housing Corporation,

- (a) the *Mortgage* is made pursuant to the *National Housing Act* (Canada); and
- (b) the definition of the interest adjustment date as mentioned in s.36(1) of the *National Housing Loan Regulations* will apply to all *National Housing Act* insured loans.

ARTICLE 9
ENFORCEMENT

9.01 Enforcing the Bank's Rights.

If *you* do not comply with any of *your Obligations*, the *Bank* may exercise any one or more of the remedies listed below in any order that the *Bank* chooses:

(a) **Immediate Payment.**

The *Bank* may, at its option without notice to *you*, require all *Debt* to be paid to the *Bank* immediately.

(b) **Legal Action.**

The *Bank* may take whatever legal action is necessary to collect all or part of the *Debt*. This legal action may include suing *you* for the *Debt*.

(c) **Personal Property.**

The *Bank* may enter the *Property* and distrain against (i.e. seize and sell) any personal property owned by *you* to repay all or part of the *Debt*.

(d) **Take Possession of the Property.**

The *Bank* may take and keep possession of the *Property*, collect rents from it and manage or lease the *Property* or any part of it. Before the *Bank* takes possession of the *Property*, the *Bank* can ask *you* to leave the *Property* with all *your* belongings and if *you* do not do so the Courts of Ontario will order *you* to leave. If *you* refuse to do so the Court will have *you* forcibly removed. If *you* have not removed *your* personal belongings from the *Property* before the *Bank* takes possession, *you* authorize the *Bank* to remove and dispose of *your* belongings in any manner that the *Bank*, in its absolute discretion, deems appropriate, without notice to *you*. The *Bank* will have no liability for moving, disposing or storing those belongings. *You* will be responsible for all *Costs* incurred by the *Bank* in dealing with those belongings. These *Costs* will be added to the *Debt*.

(e) **Lease the Property.**

The *Bank* may take possession of the *Property* and lease it on any terms that the *Bank* determines in its discretion without notice to *you*. The *Bank* may apply the net proceeds of any lease to reduce the *Debt*. If the net proceeds do not pay all of the *Debt* *you* must immediately pay the *Bank* the difference.

(f) **Foreclosure.**

The *Bank* may take court proceedings to foreclose *your* interest in the *Property*. If the *Bank* obtains a final order of foreclosure, *your* interest in the *Property* will belong to the *Bank* and *you* will have no further interest in the *Property*.

(g) **Judicial Sale.**

The *Bank* may ask the court to order a sale of the *Property*, under the court's supervision. If the amount the *Bank* receives from the sale of the *Property* is less than the *Debt* *you* must immediately pay the *Bank* the difference.

(h) **Power of Sale.**

If any default continues for at least fifteen (15) days, on at least thirty-five (35) days written notice to *you* as required by Part III of the *Mortgages Act*, or any other minimum period that may be prescribed by *Law*, the *Bank* may sell the *Property* or any part of it. Any sale may be for cash or on credit, or partly for cash and partly on credit, by private sale or public auction and on any terms that the *Bank* determines in its discretion. The *Bank* will apply the net proceeds of any sale to reduce the *Debt*. If the net proceeds do not pay all of the *Debt* *you* must immediately pay the *Bank* the difference. The exercise by the *Bank* of its power of sale does not preclude the *Bank* from any further exercise of its power of sale in accordance with this Section.

(i) **Cure any Defaults.**

The *Bank* may, but is not obligated to, cure any of *your* defaults under the *Mortgage* at *your* expense, and generally take any other steps or proceedings against *you* as are permitted by *Law*. *You* will immediately pay the *Bank* any money it spends or is obligated to spend in curing any defaults. The *Bank* may add any money it has spent curing *your* defaults to the *Debt*. In order to cure any defaults the *Bank* may enter on the *Property* as often as necessary. If the *Bank* enters the *Property* it will not be a mortgagee in possession.

9.02 Other Defaults.

The *Bank* may also exercise its remedies under this Article if any one or more of the following occurs:

- (a) if the *Property* is the subject of a restraint order under the *Controlled Drugs and Substances Act* or a similar order under any *Law*;

- (b) if *you* have ever used the *Property* for any purpose that is in violation of the *Controlled Drugs and Substances Act* or any similar *Law*; or
- (c) if *you* have made any material misrepresentation to the *Bank* in connection with the *Mortgage* or the *Credit Documents*.

9.03 Costs of Proceedings.

The *Costs* of any sale or foreclosure proceedings, whether or not the sale or foreclosure is completed, or any *Costs* that the *Bank* incurs in taking or keeping possession of the *Property* or enforcing its remedies under the *Mortgage*, are immediately payable by *you* whether or not any actual proceeding has commenced.

9.04 Prepayment as a Result of Default.

Subject to any *Renewal Agreement*, if the *Bank* exercises its rights under Subsection 9.01(a) and requires immediate payment of all *Variable Rate Debt* and *Fixed Rate Debt* and the *Mortgage* is closed to prepayment, then *you* also agree to pay the following amounts:

- (a) if the *Mortgage* secures *Variable Rate Debt* then *you* will pay an amount equal to three (3) months' interest at the then current *Variable Interest Rate*, on the outstanding *Variable Rate Debt*;
- (b) if the *Mortgage* secures *Fixed Rate Debt* then *you* will pay an amount equal to the greater of (i) three (3) months' interest at the *Fixed Interest Rate* on the outstanding *Fixed Rate Debt* or (ii) the *Interest Rate Differential Amount* calculated on the outstanding *Fixed Rate Debt*.

9.05 Appointment of Receiver.

If *you* do not comply with any of *your Obligations*, the *Bank* may appoint a *Receiver* on any terms (including remuneration) that the *Bank* thinks are reasonable. The *Bank* may also remove any *Receiver* and appoint another *Receiver*. The following provisions apply:

- (a) The *Receiver* will be *your* agent, not the *Bank's*; *you* alone will be responsible for any of the *Receiver's* acts or omissions. The *Bank* will not be responsible for any misconduct or negligence of the *Receiver*.
- (b) Any *Receiver* may or may not be the *Bank's* officer or employee.
- (c) Appointing a *Receiver* will not constitute the *Bank* a mortgagee in possession.
- (d) From the income collected, the *Receiver* may pay all *Taxes*, insurance premiums and other expenses required to keep the *Property* in good condition; pay its own fees as *Receiver*; pay all amounts required to keep any mortgages or other interests ranking in priority to the *Mortgage* in good standing; pay *Interest*; and pay all or any part of the *Debt*, whether due or not.
- (e) The *Bank* is not accountable for any money received by the *Receiver* except to the extent that the *Bank* actually receives that money.
- (f) The *Receiver* may do any one or more of the following:
 - (i) use every right or remedy that the *Bank* has under the *Mortgage* to collect the income from the *Property*, take possession of all or part of the *Property*, manage the *Property* and keep the *Property* in good condition;
 - (ii) manage any business conducted on the *Property*;
 - (iii) lease all or any portion of the *Property*, and for this purpose enter into contracts in *your* name that will be binding on *you*;
 - (iv) sell the *Property*;
 - (v) arrange for the repair and maintenance of the *Property*; arrange to complete any construction on the *Property*; arrange for construction of leasehold improvements. The *Receiver* may register plans of subdivision and declarations and descriptions for the *Property*. The *Receiver* may also take possession of and use any materials, supplies, plans, tools or equipment on the *Property*; and
 - (vi) borrow money on the security of the *Property* in priority to the *Mortgage*.
- (g) The rights and powers in this Section are supplemental to any other rights and powers that the *Bank* may have.

9.06 Court Appointed Receiver.

The *Bank* may ask the Court to appoint a *Receiver*, or confirm the appointment of a *Receiver*, of the *Property*. The terms of the appointment of this *Receiver* will be as the Court determines.

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.01 Judgments.

If the *Bank* obtains a judgment because of *your* default in any *Obligation*, that judgment will not operate as a merger of any *Obligation* or affect the *Bank's* right to *Interest*. Any judgment will provide that *Interest* is to be computed at the same rate and in the same manner as set out in the *Mortgage* until the judgment is fully paid.

10.02 Costs of Dishonoured Payments.

If any cheque *you* have given the *Bank* is not honoured, or if any automatic deduction is not processed, *you* must pay the *Bank's* then current standard administration fee for each cheque that is dishonoured or payment that is not processed. The *Bank's* standard administration fee represents a reasonable estimate of the damages the *Bank* will suffer because the cheque is dishonoured or the payment is not processed. This sum will be added to the *Debt* from the date the cheque is dishonoured or the payment not processed.

10.03 Discharge.

When *you* have paid the *Debt* in full and performed all of *your* other *Obligations*, the *Bank* will, if requested by *you*, sign a discharge or a transfer of the *Mortgage*. The *Bank* will have a reasonable time to prepare and sign the discharge or transfer or to authorize the electronic registration of a discharge or transfer. The *Costs* of registration of any discharge will be *your* responsibility. *You* will pay the *Bank's* then current administration fee for preparing a discharge or an assignment of the *Mortgage*. Registration and the costs of registration of any discharge or transfer will be *your* responsibility. If the *Bank* registers the discharge or transfer, *you* will pay any government fee that the *Bank* incurs for registration.

10.04 Conflict.

If there is any conflict between the terms of the *Mortgage* and the terms of the *Commitment*, the *Commitment* will prevail. If there is any conflict between the terms of the *Mortgage* and the terms of the *Credit Documents*, the *Credit Documents* will prevail. If there is any conflict between the terms of the *Mortgage* and the terms of any *Renewal Agreement*, the *Renewal Agreement* will prevail.

10.05 Notices by the Bank.

- (a) Unless otherwise stated in the *Mortgage*, and subject to Article 6, if the *Mortgage* allows or requires the *Bank* to make a demand on, give a notice or consent to or make a request of any person (including *you*), the *Bank* may make the demand, give the notice or consent or make the request, in any one or more of the following ways, at the *Bank's* sole discretion:
 - (i) by delivering it personally to the person (if the person is a corporation, by delivering it personally to a director, officer or employee of the corporation);
 - (ii) by transmitting it by facsimile to the person;
 - (iii) by transmitting it via e-mail to the person (if the person is a corporation, by transmitting it via e-mail to a director, officer or employee of the corporation);
 - (iv) by mailing it by prepaid registered mail addressed to the person at the person's last known address; or
 - (v) by transmitting it by any other means as the *Bank Approves* in writing in advance.
- (b) Unless otherwise stated in the *Mortgage*, notice will be regarded as received:
 - (i) when it is personally delivered to the person or to the director, officer or employee of the corporation;
 - (ii) on the day of the facsimile transmission or, if that day is not a *Business Day*, on the first *Business Day* after the facsimile transmission;
 - (iii) on the first *Business Day* after the e-mail to the person or to the director, officer or employee of the corporation;
 - (iv) five (5) days after the date of mailing, whether the person receives it or not; or
 - (v) on any other date as the *Bank* advises *you* when it advises *you* of an alternative method of notice pursuant to Paragraph 10.05(a)(v).

10.06 Notices by You.

- (a) Any notice that *you* give the *Bank* must be by one of the following methods:
 - (i) registered mail, postage prepaid to the address on the *Mortgage*;
 - (ii) personal delivery to the manager of the branch of the *Bank* that administers the *Mortgage*; or
 - (iii) any other method that the *Bank Approves* in advance.

- (b) Unless otherwise agreed to by *you* and the *Bank* notice will be deemed to be received:
 - (i) five (5) days after mailing by registered mail;
 - (ii) when personally delivered to the branch manager; or
 - (iii) on any other date the *Bank* advises *you* when it advises *you* of an alternative method of notice.

10.07 Number.

Words in the singular include the plural and words in the plural include the singular.

10.08 Who is Bound.

The *Mortgage* is binding on *you*, *your* legal and personal representatives, *your* heirs, *your* successors and *your* assigns. The *Mortgage* is also binding upon anyone to whom *you* transfer the *Property*. The *Mortgage* is binding on the *Bank*, on its successors and on anyone to whom the *Bank* may transfer the *Mortgage*.

10.09 Consents and Disclosure.

- (a) *You* consent to the *Bank* transferring, selling or assigning the *Mortgage* and all of its rights under the *Mortgage*;
- (b) If the *Bank* does so, it may disclose information about *you* and the *Mortgage* to anyone to whom the *Bank* transfers, sells or assigns its rights;
- (c) The *Bank* may also disclose information about *you* and the *Mortgage* to an insurer or other third party from whom the *Bank* may obtain benefits that protect its security;
- (d) *You* consent to insurers and other third parties that provide benefits or services to the *Bank* for the *Mortgage* obtaining information about *you* from credit bureaus and other lenders to evaluate *you* and the *Mortgage*.

10.10 Partial Invalidity.

If any provision of the *Mortgage* is found to be invalid or unenforceable, the validity and enforceability of all other provisions in the *Mortgage* will not be affected.

10.11 Effect of Amendments.

Any agreement to make an *Amendment* to the *Mortgage* including, without limitation, any extension of time for payment, change in the *Interest Rate* or renewal or extension of the *Term*, will apply not only to those who *Approve* the *Amendment* but also to any *Guarantor* and to any other person who was a party to the *Mortgage* but did not *Approve* the *Amendment*.

10.12 Liability.

If two or more persons are liable under the *Mortgage* their liability is both joint and several (that is, they are each liable for the full performance of all *Obligations*).

10.13 Telephone Calls.

You agree that the *Bank* may tape any telephone calls to ensure quality service and to confirm *your* discussions with the *Bank* and any of its employees.

10.14 Governing Law.

The *Mortgage* shall be governed by the *Laws* of Ontario and the applicable federal *Laws* of Canada. *You* submit to the jurisdiction of the courts of Ontario with respect to the *Mortgage*.

10.15 Statute References.

A reference in the *Mortgage* to a statute includes the statute as it may be amended and any replacement or substitute statute.

ARTICLE 11
DEFINITIONS

11.01 Definitions.

In this set of Standard Charge Terms and in any *Mortgage* incorporating these Standard Charge Terms, the following words have the following meanings:

"*Amendment*" means any document or agreement *Approved* by both *you* and the *Bank* that changes any term of the *Mortgage*, including without limitation changes to the amount of a *Regular Payment*, changes to the frequency of payments and any agreement renewing or extending the *Mortgage*.

"*Approved*" means agreed to in writing or by another method that the *Bank* may make available. "*Approve*", "*Approves*" and "*Approval*" have corresponding meanings.

"*Balance Due Date*" means the *Balance Due Date* indicated in the *Mortgage* or other date *Approved* by *you* and the *Bank* and is the date the *Principal Amount* is payable. This date is the same date as the *Last Payment Date*.

"*Bank*" means The Toronto-Dominion Bank, the mortgagee or chargee under the *Mortgage*.

"*Business Day*" means a day other than a Saturday, a Sunday or a statutory holiday observed in the Province of Ontario.

"*CashBack*" means an amount of money (the equivalent of an *Interest Rate* discount calculated over the *Term* of the *Mortgage*) paid to *you* in advance at the time *you* take out the *Mortgage*.

"*Collateral Loan Debt*" means all present and future amounts owing by *you* to the *Bank*, including *Interest*, pursuant to a line of credit agreement, loan agreement, guarantee or any other document that *you* have agreed will be secured by the *Property*. Without limiting the previous sentence, *Collateral Loan Debt* includes any debt, past, present or future, direct or indirect, absolute or contingent, matured or not, remaining unpaid by *you* to the *Bank*, in any currency, whether arising from dealings between *you* and the *Bank* or from any other dealings or proceedings by which the *Bank* may in any manner be or become *your* creditor, however incurred, whether incurred by *you* alone or with others and whether as principal or as surety.

"*Collateral Loan Principal Amount*" means the portion of the *Principal Amount* that bears *Interest* at the interest rate or rates set out in the *Credit Documents*.

"*Commitment*" means a document *Approved* by both *you* and the *Bank* in which the *Bank* commits to providing *you* with mortgage financing, including an advance, a loan or a line of credit, which sets out the terms of that mortgage financing and which includes the disclosure of the cost of borrowing mandated by the *Bank Act* (Canada).

"*Common Expenses*" means the expenses related to the performance of the objects and duties of the *Condominium Corporation* and all expenses specified as common expenses in the *Condominium Act* or in the *Declaration*.

"*Condominium Act*" means the *Condominium Act*, 1998, S.O. 1998, c. 19 (as amended or replaced).

"*Condominium Corporation*" means the condominium corporation that was created by the registration of the *Declaration* and the *Description* on land of which the *Property* is a part.

"*Convey*" means sell, convey, dispose of, transfer or lease, or enter into an agreement to sell, convey, dispose of, transfer or lease (whether by operation of law or otherwise); "*Conveyed*" has a corresponding meaning.

"*Costs*" means all of the fees, costs, charges and expenses relating to:

- (i) the *Approval*, preparation, execution and registration of the *Mortgage*, any document connected with the *Mortgage* and any *Amendment*, discharge or transfer of the *Mortgage*;
- (ii) any amounts the *Bank* is entitled to charge *you* or pay on *your* behalf under the *Mortgage*;
- (iii) any expenses that the *Bank* incurs in enforcing any of its remedies under the *Mortgage*;
- (iv) any charges of a municipality or other taxing authority for providing the *Bank* with information on *Taxes* or imposed because the *Bank* (rather than *you*) is paying *Taxes*;
- (v) any inspection of the *Property*;
- (vi) any environmental testing, site assessment, investigation, study or inspection of the *Property*;
- (vii) all repairs made to the *Property*;
- (viii) having to take possession and secure, complete and equip any buildings, structures or improvements on the *Property*, including completing construction of the *Property*;
- (ix) the renewal of any leasehold interest;
- (x) the cost of any *Receiver*;

- (xi) any expenses incurred in removing a construction lien from title to the *Property*, obtaining a discharge of a construction lien or defending a construction lien action relating to the *Property*;
- (xii) any mortgage insurance or title insurance; and
- (xiii) all lawyers' fees and disbursements (including those of the *Bank's* in-house lawyers) in any way relating to items (i) through (xii) on a full indemnity basis.

"*Credit Documents*" means documents *Approved* by you and the *Bank* that relate to *Collateral Loan Debt*. *Credit Documents* include promissory notes, line-of-credit agreements, loan agreements, guarantees, any other documents that you have agreed will be secured by the *Property* and any amendments or renewals of those documents.

"*Debt*" means the sum of *Fixed Rate Debt*, *Variable Rate Debt*, *Collateral Loan Debt*, *Costs* and all other amounts payable by you under the *Mortgage* or the *Credit Documents*.

"*Declaration*" means the declaration that was registered pursuant to the *Condominium Act* or any predecessor legislation to create the *Condominium Corporation*.

"*Deferred Interest*" means, for any *Interest Period*, the *Interest* that has accrued on the *Variable Rate Principal Amount* that is greater than a *Regular Payment*.

"*Description*" means the description registered pursuant to the *Condominium Act* or any predecessor legislation.

"*Differential Interest Rate*" has the meaning set out in Subsection 5.06(d).

"*Excess*" has the meaning set out in Subsection 4.10(e).

"*First Payment Date*" means the *First Payment Date* indicated in the *Mortgage* or any other date *Approved* by you and the *Bank*.

"*Fixed Interest Rate*" means the annual fixed rate of interest indicated in the *Mortgage* or *Approved* by you and the *Bank*. The *Fixed Interest Rate* is calculated half-yearly, not in advance.

"*Fixed Rate Debt*" means the *Fixed Rate Principal Amount* and *Interest* under a *Mortgage* having a *Fixed Interest Rate*.

"*Fixed Rate Principal Amount*" means the portion of the *Principal Amount* that bears *Interest* at the *Fixed Interest Rate*.

"*Guarantor*" means each guarantor described in the *Mortgage* or who signs a written document, agreeing to be responsible for all or some of your *Obligations* and agreeing to be bound by the terms of the *Mortgage*.

"*Insured Mortgage*" means a mortgage insured by the Canada Mortgage and Housing Corporation, Genworth Financial Mortgage Insurance Company Canada or any other mortgage insurer *Approved* by the *Bank*.

"*Interest*" means all the interest owing from time to time under the *Mortgage* or the *Credit Documents*, calculated at the applicable *Interest Rate*.

"*Interest Adjustment Date*" means the *Interest Adjustment Date* indicated in the *Mortgage* or any other date *Approved* by the *Bank*.

"*Interest Period*" means the period between two consecutive *Regular Payments* beginning on a *Payment Date* and ending on the day before the next *Payment Date*.

"*Interest Rate*" means the *Fixed Interest Rate*, the *Variable Interest Rate* or the interest rate or rates set out in the *Credit Documents*, as applicable.

"*Interest Rate Differential Amount*" has the meaning set out in Subsection 5.06(d).

"*Last Payment Date*" means the *Last Payment Date* indicated in the *Mortgage* or any other date *Approved* by you and the *Bank*. This date is the same date as the *Balance Due Date*.

"*Late Interest*" means the additional *Interest* charged by the *Bank* on both the principal and interest portion of any late *Regular Payment*.

"*Law*" means any law, statute, rule, requirement, demand, order, direction, code, guideline, ordinance, by-law, policy or regulation of any government, governmental authority or agency.

"*Lease*" means any lease, sublease or agreement to lease that gives you your interest in the *Property* as a tenant, lessee, subtenant or sublessee.

"*Leased Property*" means your leasehold interest in the *Property* under a *Lease*.

"*Mortgage*" means, for the non-electronic paper based registration system, the mortgage or charge of the *Property* signed by *you* in the Form 2 Charge/Mortgage of Land and any schedules attached to it or, for the electronic registration system, the mortgage or charge of the *Property* given by *you* to the *Bank* pursuant to *your* signed authorization and direction, and prepared in the electronic format and registered electronically pursuant to the provisions of Part III of the *Land Registration Reform Act* of Ontario. "*Mortgage*" also includes all schedules and *Amendments*, these Standard Charge Terms and any notice advising *you* of a change in the *Variable Interest Rate*.

"*Mortgage Prime Rate*" means the annual interest rate (calculated monthly not in advance) that the *Bank* sets and adjusts at its discretion as the reference rate the *Bank* will charge for variable interest rate loans on prime residential properties. The current *Mortgage Prime Rate* is available from the *Bank's* branch offices.

"*Obligations*" means all of the obligations that *you* have agreed to perform and all of the promises *you* have made under the *Mortgage* and the *Credit Documents*.

"*Original Principal Amount*" means the original principal that is indicated in the *Mortgage*.

"*Payment Date*" means the date on which *you* are to make a *Regular Payment* indicated in the *Mortgage*, or any other date *Approved* by *you* and the *Bank*.

"*Principal Amount*" means that portion of the *Original Principal Amount* that is outstanding from time to time. *Principal Amount* includes *Variable Rate Principal Amount*, *Fixed Rate Principal Amount* and *Collateral Loan Principal Amount*.

"*Property*" means all or any part of (i) the lands described in the *Mortgage*, (ii) any buildings or structures now on those lands or added to those lands at any time and (iii) anything now or later attached or fixed to those lands, buildings or structures.

"*Purchaser*" has the meaning set out in Section 7.01.

"*Receiver*" means a person appointed by the *Bank* or a Court to collect income from and manage the *Property*; "*Receiver*" includes a receiver and a receiver and manager.

"*Regular Payment*" means the amount of each payment or the payments indicated in the *Mortgage* or other payment *Approved* by *you* and the *Bank* for either *Fixed Rate Debt* or *Variable Rate Debt*.

"*Renewal Agreement*" means an agreement, renewal notice or written letter *Approved* by the *Bank* and at least one of *you* confirming the terms of a renewal or extension of the *Mortgage*.

"*Similar Mortgage*" has the meaning set out in Subsection 5.06(d).

"*Tax Account*" means an account on the *Bank's* books of account relating to the *Mortgage* and to which the *Bank* may add payments made by *you* under Section 7.05.

"*Taxes*" means all present and future realty taxes, rates and assessments of any nature or kind on the *Property* and includes interest and penalties.

"*Term*" means the length of time from the *Interest Adjustment Date* to the *Balance Due Date* or other length of time *Approved* by *you* and the *Bank*.

"*Trigger Point Amount*" has the meaning set out in Subsection 4.10(e).

"*Variable Interest Rate*" means the annual interest rate, calculated monthly not in advance, that changes from time to time based on the *Mortgage Prime Rate*.

"*Variable Rate Debt*" means the *Variable Rate Principal Amount*, *Interest* and *Deferred Interest* under a *Mortgage* having a *Variable Interest Rate*.

"*Variable Rate Principal Amount*" means the portion of the *Principal Amount* that bears *Interest* at the *Variable Interest Rate*.

"*You*" means each of the persons indicated as chargors or mortgagors in the *Mortgage* and anyone else who is bound by the *Mortgage* under Section 10.08. "*Your*" has a corresponding meaning.

APPENDIX
TABLE OF VARIABLE RATES

<i>Variable Interest Rate</i> Calculated Monthly not in Advance	Equivalent Annual Interest Rate Calculated Half-Yearly not in Advance	<i>Variable Interest Rate</i> Calculated Monthly not in Advance	Equivalent Annual Interest Rate Calculated Half-Yearly not in Advance
%	%	%	%
3.00	3.0188	18.00	18.6887
3.25	3.2721	18.25	18.9581
3.50	3.5256	18.50	19.2278
3.75	3.7794	18.75	19.4979
4.00	4.0335	19.00	19.7682
4.25	4.2878	19.25	20.0387
4.50	4.5424	19.50	20.3096
4.75	4.7973	19.75	20.5807
5.00	5.0524	20.00	20.8521
5.25	5.3078	20.25	21.1238
5.50	5.5634	20.50	21.3957
5.75	5.8193	20.75	21.6680
6.00	6.0755	21.00	21.9405
6.25	6.3319	21.25	22.2133
6.50	6.5887	21.50	22.4863
6.75	6.8456	21.75	22.7597
7.00	7.1029	22.00	23.0333
7.25	7.3604	22.25	23.3072
7.50	7.6182	22.50	23.5814
7.75	7.8762	22.75	23.8559
8.00	8.1345	23.00	24.1307
8.25	8.3931	23.25	24.4057
8.50	8.6519	23.50	24.6810
8.75	8.9111	23.75	24.9566
9.00	9.1704	24.00	25.2325
9.25	9.4301	24.25	25.5086
9.50	9.6900	24.50	25.7851
9.75	9.9502	24.75	26.0618
10.00	10.2107	25.00	26.3388
10.25	10.4714		
10.50	10.7324		
10.75	10.9937		
11.00	11.2552		
11.25	11.5170		
11.50	11.7791		
11.75	12.0414		
12.00	12.3040		
12.25	12.5669		
12.50	12.8301		
12.75	13.0935		
13.00	13.3572		
13.25	13.6212		
13.50	13.8854		
13.75	14.1499		
14.00	14.4147		
14.25	14.6798		
14.50	14.9451		
14.75	15.2108		
15.00	15.4766		
15.25	15.7428		
15.50	16.0092		
15.75	16.2759		
16.00	16.5429		
16.25	16.8102		
16.50	17.0777		
16.75	17.3455		
17.00	17.6136		
17.25	17.8819		
17.50	18.1506		
17.75	18.4195		

1. Definitions

"*Mortgagor*" means
and

"*Mortgage*" means the mortgage in the *Principal Amount* of
between the *Bank* and the *Mortgagor* on the *Property* municipally known as

A copy of the *Mortgage* is attached to this *Guarantee*.

"*Guarantee*" means this guarantee as it may be amended from time to time.

"*Indebtedness*" means the total of *Fixed Rate Debt*, *Variable Rate Debt*, *Interest* on those amounts and *Costs*. *Indebtedness* does not include *Collateral Loan Debt*, any increase in the *Principal Amount* or any re-advances made under the *Mortgage*.

All of the italicized words used in this *Guarantee* and not otherwise defined have the meanings set out in the *Mortgage*.

2. Guarantee

In return for the *Bank* lending money to the *Mortgagor* that is secured by the *Mortgage* I agree to the following:

- (a) I guarantee that the *Mortgagor* will pay the *Indebtedness* and perform the other *Obligations* in accordance with the terms of the *Mortgage*.
- (b) If for any reason the *Mortgagor* fails to pay the *Indebtedness* and perform the other *Obligations* in accordance with the terms of the *Mortgage*, I promise, independent of any obligation of the *Mortgagor*, to pay all of the *Indebtedness* and to perform all of the other *Obligations* in accordance with the terms of the *Mortgage*.
- (c) I promise to pay the *Bank* any losses it may incur because of the failure of any person to pay the *Indebtedness* or to perform the other *Obligations*. I also promise to pay any *Costs* the *Bank* incurs to enforce payment of the *Indebtedness* or performance of the other *Obligations* as well as any costs the *Bank* incurs to enforce this *Guarantee*.
- (d) The *Bank* may at any time without my consent and without giving me notice do any one or more of the following:
 - (i) renew or extend the *Mortgage*;
 - (ii) extend the time for payment or performance of any *Obligations*;
 - (iii) accept any additional or alternate security;
 - (iv) give releases, discharges or postponements of the *Mortgage* or any other security;
 - (v) vary, increase or decrease the *Interest Rate*;
 - (vi) amend the terms of the *Mortgage* in any way;
 - (vii) release or discharge any *Mortgagor* or any *Guarantor*; and
 - (viii) generally deal with all matters affecting the *Mortgage* and the *Obligations*.

None of these actions will in any way affect this *Guarantee* or my obligations under this *Guarantee*.

3. My liability under this *Guarantee* will continue until all of the *Indebtedness* has been paid and all of my obligations under this *Guarantee*, have been performed, even if the *Mortgage* is in default and even if the *Balance Due Date* has passed.
4. I have read the *Mortgage* and understand its terms. I have read this *Guarantee* and understand its terms.
5. If there are one or more additional *Guarantors*, my liability is both joint and several, that is each of us is liable for the full payment of the *Indebtedness* and the performance of all of the other *Obligations*.
6. The *Bank* does not have to take any steps or take any proceedings against the *Mortgagor* or anyone else or against the security before or after enforcing my obligations under this *Guarantee*. The *Bank* may take proceedings against any persons at any time and in any way it determines.
7. This *Guarantee* shall be governed by the *Laws* of the jurisdiction in which the *Property* is located and the applicable federal *Laws* of Canada. I submit to the jurisdiction of the courts of that jurisdiction with respect to this *Guarantee*.
8. My successors or personal representatives will be bound by my obligations under this *Guarantee*. My obligations under this *Guarantee* will not be altered by the bankruptcy of the *Mortgagor* or by my bankruptcy.

Dated this ____ day of _____ , ____ .

Signed, sealed and delivered.

Witness Signature

(Seal)

Witness Name (print name)

Witness Signature

(Seal)

Witness Name (print name)

Solicitor's/Notary's Final Report on Title
and Certificate of Insurance (if applicable)
Conventional and NHA Mortgage

From:

To: THE TORONTO-DOMINION BANK (the "Bank")
Credit Administration Services

Date:

Mortgage Reference Number:

Branch:

Pursuant to the Bank's Instructions, we have registered a Charge/Mortgage of Land ("Mortgage") on the Property in the applicable form in the appropriate Land Registry/Titles Office and make our final report as follows:

Mortgagor(s):

Guarantor(s) (if any):

Brief Legal Description of Property ("Property"):

Municipal Address of Property ("Property"):

Municipality (City or Town):

Property Tax Roll Number:

REGISTRATION PARTICULARS:

Instrument No:

Book/Folio/Roll:

(if applicable)

Registry/Titles Office:

Date:

Page/Liber/Frame:

(if applicable)

TITLE: (Select Solicitor's Opinion, Solicitor's Opinion under Western Law Societies Conveyancing Protocol or Title Insurance by placing an 'X' beside the option chosen)

We confirm that all instructions by the Bank have been complied with and no alterations have been made to this Final Report on Title.

A copy of the Mortgage (including, if applicable, Standard Charge/Mortgage Terms/Optional and applicable Statutory Covenants and all schedules to it) has been delivered to each Mortgagor and Guarantor.

- ☐ Solicitor's Opinion
- ☐ Solicitor's Opinion under Western Law Societies Conveyancing Protocol (the "Protocol")
(Only applies to British Columbia, Alberta, Saskatchewan and Manitoba)

It is our opinion that:

- (a) the Mortgagor(s) have good and marketable title in fee simple/leasehold interest (where applicable) to the Property free and clear of all encumbrances whatsoever except for the Bank Mortgage in first position and the encumbrances, etc. listed on Schedule "A" attached hereto which do not affect the priority of the Bank Mortgage or the marketability of the Property;
- (b) the Bank has a good and valid first Mortgage on the Property for the full amount of the monies advanced;
- (c) (i) the Survey/Surveyor's Certificate/Real Property Report/Certificate of Location or other satisfactory evidence shows that the Property complies with all municipal, provincial and other government requirements, and that all zoning and other restrictions have been complied with and that all buildings on the Property are within the boundaries of the

Property; or (ii) a Survey/Surveyor's Certificate/Real Property Report/Certificate of Location is not available and I have (1) satisfied myself that the position of the building on the land complies with all municipal, provincial and government requirements; and (2) obtained declarations of possession/statutory declarations for not less than the immediately preceding ten continuous years indicating that no changes have been made to the Property and there have been no disputes regarding the Property; or (iii) this opinion is given in accordance with the Protocol;

- (d) **if the Property is located in Ontario:** on the date of the final disbursement of the funds, executions/judgements were searched in the applicable Registry Office against the Vendor (if applicable), Mortgagor(s) and Guarantor(s), and the same were clear (performed where applicable). It is our opinion that the Mortgage does not contravene the provisions of the Planning Act as amended from time to time;
- (e) **if the Property is located in Quebec:** the Mortgagor(s) Deed of Purchase for the Property does not include an unpaid balance of sale in favour of the Vendor;
- (f) **if the Property is a condominium:** the Status Certificate/Certificate of Payment/Estoppel Certificate/Disclosure Certificate is satisfactory and discloses no risks to the Bank that have not otherwise been accepted in writing by the Bank;
- (g) **if this opinion is given in accordance with the Protocol:**

1. We have complied with the Protocol for the province in which the Property is located and have acted and issued this opinion in accordance with the Bank's Instructions with respect to the Mortgage subject to any qualifications noted below, which have been accepted by the Bank in writing.

2. We also agree that if there is:

(a) an intervening registered encumbrance or an unregistered encumbrance of which we are aware which takes priority over the Mortgage contrary to the Instructions; or

(b) a survey problem or defect which would have been disclosed by an appropriate surveyor's certificate prepared prior to the disbursement of Mortgage funds,

then we will be responsible to the Bank for any actual losses (including the cost of repairs) that the Bank suffers as a result.

3. We maintain minimum insurance coverage at least equal to the face amount of the Mortgage.
- OR
- ☐ **Title Insurance**
- From:** _____ (the "Title Insurer")
- As of the date below, the Mortgage was registered and insured. The Title Insurer confirms that a policy has been issued in accordance with the Bank's instructions, and the policy is attached to this Final Report with the following particulars, and such particulars shall be deemed to be Schedule "A" to the policy and any additional Schedule "B" exceptions to coverage.
- Certificate Number: _____

Amount of Insurance: \$_____ Priority: _____

Date of Policy: _____

Name of Insured: _____

The estate or interest in the Property which is covered in this Policy is:

☐ Fee Simple ☐ Leasehold

☐ Other: _____
- Title to the estate or interest in the Property is held by: _____
- The Property referred to in this policy is as set out above.**
- Schedule B exceptions:** _____
- Page 2 of 6
- Solicitor's/Notary's Final Report on Title and Certificate of Insurance (if applicable) - Conventional and NHA Mortgage

ADVANCES:

We certify that all funds forwarded to us have been disbursed and that these total \$_____. The difference between this figure and the amount of the Mortgage is represented by the following:

Mortgage Insurance Premium:	\$_____
PST/GST:	\$_____
CMHC/Genworth Financial Canada Fee:	\$_____
Appraisal Fee:	\$_____
Other Disbursements:	\$_____ (Quebec Only)

Our legal fees and disbursements have been paid.

REAL ESTATE TAXES:

No bills were issued and unpaid at the date of final disbursement for real estate taxes, betterment or other government charges against the Property. The date to which taxes have been paid is _____. If the Bank is paying the taxes, the Mortgagor(s) have been notified that any tax bills issued prior to the date of commencement of the Mortgage (Interest Adjustment Date) are the Mortgagor(s) responsibility and will have to be paid from their own resources, prior to the Mortgage Closing Date and that the accumulated monthly tax payments are used to pay future tax bills in full on the due dates of the first installments.

We have provided you with confirmed information regarding Property Tax Rolls.

GUARANTEE:

The Guarantee is valid and enforceable, and independent legal advice for the Guarantor(s) was obtained, if required.

INDEPENDENT LEGAL ADVICE:

Any certificate of independent legal advice which it would be prudent to obtain with respect to the execution of the Mortgage by any party thereto and/or which is required in the Solicitor/Notary Instructions Re: Customer Details has been obtained.

FIRE INSURANCE:

Company: _____
Policy No.: _____ Amount: \$_____ Expiry Date: _____
* The Fire Insurance Company has been notified of any change of ownership.

We certify that the above fire insurance policy acquired for the Property is for at least the amount of the Mortgage or the replacement value of the buildings, whichever is less, with The Toronto-Dominion Bank shown as _____ loss payee and with the Standard Mortgage Clause attached to the Policy. It is our opinion that, if a condominium, the certificate of insurance for the Property is satisfactory and discloses no risks to the Bank that have not otherwise been accepted in writing by the Bank.

WELL WATER:

If the Property is on a well, we confirm:
(a) that a water potability certificate, dated within 60 days of closing, has been obtained and reviewed and confirms that the water meets government standards and is suitable for human consumption, and
(b) if a new construction, that a well driller's certificate has been obtained and reviewed and confirms that there occurs a minimum flow of 20 litres per minute over a 1 hour period.

SEPTIC CERTIFICATE (new construction only):

If the Property is not on a municipal septic system:
We confirm that confirmation has been received from the province or municipality certifying that the soil and water pollution, septic system design and installation are acceptable.

LEASED LAND:

All payments required to be made under the Lease are current and there is currently no default with any provision of the Lease. The Lease allows for the transfer or assignment of the Lease from the Lessee to the Bank and a notice of the Mortgage has been given to the Landlord where applicable.

Landlord Details:

Name:

Address:

Lease Details:

Term:

Clauses that may impact the Bank as Mortgagee/Chargee:

Notice of the Mortgage has been provided to the Landlord: ☐ Yes ☐ No

CORPORATE/TRUST MORTGAGORS:

The Mortgagor is duly incorporated/constituted and organized under the Laws of _____ and is duly qualified to own real estate in the jurisdiction where the Property is located. The Mortgagor has the necessary powers to borrow the monies secured by the Mortgage and to grant the Mortgage. The Mortgage represents a valid and binding obligation of the Mortgagor, enforceable in accordance with its terms. (Similar opinion for a corporate/trust guarantor should be provided where applicable.)

POWER OF ATTORNEY:

We hereby certify the following:

- (a)

we have been authorized in writing by the Bank to allow the use of the Power of Attorney;
- (b)

the identity and signature of the Attorney have been confirmed in accordance with Appendix A of the Instructions;
- (c)

the Power of Attorney is valid and enforceable in the jurisdiction where the Mortgage registration occurred; the Mortgage is duly authorized under the Power of Attorney and the Mortgage has been properly executed under the Power of Attorney;
- (d)

there are no restrictions in the Power of Attorney that impact or may impact the Bank's Mortgage; and
- (e)

a Policy of Title Insurance has been obtained.

PLEASE FIND ENCLOSED:

- (a)

Duplicate Registered Mortgage Document (in Alberta, a signed Mortgage Document, and in Ontario, the electronically registered Mortgage Document)
- (b)

If electronically registered:

(i)

A completed Acknowledgment and Direction (in British Columbia, an originally signed Form B Mortgage and the first page of the electronically registered Form B Mortgage, and in Saskatchewan, a Verification Statement)

(ii)

If applicable, a signed guarantee of the Mortgage Guarantor

(iii)

For New Brunswick, a duly executed original of the mortgage document that was electronically submitted for registration under the Land Titles Act
- (c)

Where applicable, an acknowledgement of receipt of the Standard Mortgage/Charge Terms
- (d)

Title Insurance Policy (if applicable)
- (e)

Guarantee on Title (where applicable)

(i)

British Columbia - State of Title Certificate

(ii)

Alberta - Certified Copy of Title

(iii)

New Brunswick - Certificate of Registered Ownership

(iv)

Nova Scotia (where applicable) - Statement of Registered and Recorded Interest (Registrar Certified)

(v)

Manitoba - Status of Title

(vi)

Saskatchewan - Certified Copy of Title

- (f) Independent Legal Advice Certificate (if applicable)
- (g) Surveyor's Certificate/Real Property Report/Certificate of Location (if applicable)
- (h) Tax Certificate
- (i) Well Certificate (if applicable)
- (j) If new home construction,
 - (i) a New Home Warranty Certificate (all provinces except Manitoba or Quebec or Alberta)
 - (ii) for Manitoba: a New Home Warranty Certificate and a Possession Certificate
 - (iii) for Quebec: a certificate of the APCHQ
 - (iv) for Alberta: a Certificate of Possession or New Home Registry Approval Certificate
 - (v) Well Driller's Certificate (all provinces, if applicable)
 - (vi) Septic Certificate (all provinces, if applicable)
- (k) A completed Guarantee/Suretyship (if applicable)
- (l) Land Registry Index (Quebec only)

IDENTIFICATION VERIFICATION:

Prior to disbursing funds, we verified the identity of each Mortgagor, Guarantor, Attorney, and signing officer(s) of Corporate Mortgagor(s) in accordance with the Bank's Instructions. **Please do not send to the Bank any evidence of the identification taken.**

(1) Individuals and corporate/other entity signing officers. Particulars of identification produced by each Mortgagor, Guarantor and, where applicable, Attorney and signing officer:

Mortgagor/Guarantor/Attorney/Signing Officer Full Name

Date of Birth

Identification Viewed from Part "A" of Appendix "A" - Identification Guidelines

Type	Number	Place of Issue
------	--------	----------------

Identification Viewed from Part "A"/"B" of Appendix "A" - Identification Guidelines

Type	Number	Place of Issue
------	--------	----------------

Occupation

Mortgagor/Guarantor/Attorney/Signing Officer Full Name

Date of Birth

Identification Viewed from Part "A" of Appendix "A" - Identification Guidelines

Type	Number	Place of Issue
------	--------	----------------

Identification Viewed from Part "A"/"B" of Appendix "A" - Identification Guidelines

Type	Number	Place of Issue
------	--------	----------------

Occupation

<div>Mortgagor/Guarantor/Attorney/Signing Officer Full Name</div>		<div>Date of Birth</div>
<div>Identification Viewed from Part "A" of Appendix "A" - Identification Guidelines</div>		
<div>Type</div>	<div>Number</div>	<div>Place of Issue</div>
<div>Identification Viewed from Part "A"/"B" of Appendix "A" - Identification Guidelines</div>		
<div>Type</div>	<div>Number</div>	<div>Place of Issue</div>
<div>Occupation</div>		

(2) Corporations and other entities. Particulars of identification produced by each Mortgagor, Guarantor and, where applicable, Attorney and signing officer:

<div>Name of Corporation or other entity</div>	
<div>Type of entity (e.g., corporation, partnership, other entity [specify])</div>	
<div>Registration Number</div>	<div>Type of Record Referred to</div>
<div>(if applicable): Source of the electronic version of the record (must be a source which is accessible to the public)</div>	
<div>Name of Corporation or other entity</div>	
<div>Type of entity (e.g., corporation, partnership, other entity [specify])</div>	
<div>Registration Number</div>	<div>Type of Record Referred to</div>
<div>(if applicable): Source of the electronic version of the record (must be a source which is accessible to the public)</div>	

I have complied with the Solicitor/Notary Instructions and I understand my obligations with respect to them, including identifying the Mortgagor(s)/Guarantor(s), obtaining any necessary independent legal advice and advising of any unusual circumstances. I confirm that I have reviewed all aspects of the transaction and that everything contained herein is true and accurate.

<div>SOLICITOR:</div>	<div>Name:</div>	<div>Date</div>
<div>Address:</div>	<div></div>	
	<div></div>	
	<div></div>	
	<div></div>	