

Land Registration Reform Act

SET OF STANDARD CHARGE TERMS

Filed by **ALTERNA SAVINGS AND CREDIT UNION LIMITED**

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The following set of standard charge terms shall be deemed to be included in every charge in which the set is referred to by its filing number, as provided in section 9 of the Land Registration Reform Act (the "Act").

The Chargor hereby covenants, represents, warrants and agrees with the Chargee as follows:

Replacement of implied terms:

1. The implied covenants deemed to be included in a charge under subsection 7 (1) of the Act as amended or re-enacted are hereby expressly excluded from this Charge and replaced by this set of Standard Charge Terms.

When this charge is paid:

2. The Charge will be void upon payment of the principal money and interest secured by the Charge and all other amounts payable hereunder and the observance and performance of all covenants, provisos, conditions, agreements and obligations set out in the Charge.

Your general obligations:

3. The Chargor will pay or cause to be paid to the Chargee, the principal amount and interest secured by the Charge in the manner of payment provided by the Charge, without any deduction or abatement, and shall do, observe, perform, fulfil and keep all the covenants, provisions, conditions and obligations contained in the Charge.

Our rights regarding the advance of funds:

4. Neither the preparation, execution, nor registration of the Charge shall bind the Chargee to advance the money hereby secured, nor shall the advance of a part of the monies secured hereby bind the Chargee to advance any unadvanced portion thereof, but nevertheless, the security in the Land shall take effect forthwith upon the execution of the Charge, and the expenses of the examination of the title and of the Charge and valuation are to be secured hereby in the event of the whole or any balance of the principal sum not being advanced, the same to be charged hereby upon the Land, and shall be, without demand thereof, payable forthwith with interest at the rate provided for in the Charge, and in default the Chargee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

You warrant that you have a good title:

5. The Chargor has a good title in fee simple to the Land, subject only to any prior registered charge, the continued existence of which has been agreed to in writing by the Chargee. The Chargor has the right to execute and deliver the Charge and has not done, omitted or permitted anything to be done whereby the Land or any part of the Land is or may be charged or encumbered, except as disclosed by the records of the Land Registry Office.

If the title to the Land is a leasehold title, the Chargor covenants with the Chargee that:

- (a) The Chargor has a good leasehold title to the Land;
- (b) The Chargor has a right to charge and sublet the leasehold title to the Land to the Chargee in the manner herein provided and, if required, has obtained the lessor's consent to this Charge;
- (c) Neither the Chargor nor any other person has heretofore made, done, committed or suffered any act to encumber the lease or any part thereof;
- (d) The lease is a good, valid and subsisting lease and not been surrendered, forfeited, amended or become void or voidable and the rents and covenants reserved have been duly paid and performed by the Chargor up to the date of the Charge;
- (e) During the continuance of this Charge, the Chargor will not amend, surrender or modify the lease without the written consent of the Chargee and will pay the rent reserved by the lease and perform and observe the covenants, provisos and conditions contained in the lease and on the lessee's part to be performed and observed and hereby agrees to keep the Chargee indemnified against all actions, claims and demands whatsoever in respect of the said rent and covenants or anything relating thereto; and
- (f) The Chargor will stand possessed of the Land for the last day of the term or any renewal term granted by the lease in trust for the Chargor, and will assign and dispose thereof as the Chargor may direct, but subject to the same right of redemption and other rights as are hereby given to the Chargor with respect to the Land.

We may require further documents from you:

6. The Chargor will execute such further assurances of the Land as may be requisite.

Your obligation to insure:

7. (i) The Chargor (which in this section includes his or her heirs, executors, administrators, successors or assigns) will immediately insure, unless already insured, and during the continuance of the Charge keep insured the buildings now erected or which may at any time be erected on the Land to the amount of not less than their full insurable value in dollars of lawful money of Canada. Such insurance shall include not only insurance against loss or damage by fire, but also insurance against loss or damage by explosion, tempest, tornado, cyclone, lightning and such other risks or hazards as the Chargee may require. Evidence of continuation of all such insurance having been effected shall be produced to the Chargee at least fifteen (15) days before the expiration thereof; otherwise the Chargee may provide therefor and charge the premium paid and interest thereon at the rate provided for in the Charge to the Chargor and the same shall be payable forthwith and shall also be a charge upon the Land. The Chargee may at any time require any insurance on the buildings to be cancelled and new insurance effected in a company to be named by the Chargee and the Chargee may of its own accord effect or maintain any insurance herein provided for, and any amount paid by it therefor shall be payable forthwith by the Chargor with interest at the rate stipulated in the Charge and shall also be a charge upon the Land. All policies of insurance shall provide that loss, if any, shall be payable to the Chargee as its interests may appear subject to the standard form of mortgage clause approved by the Insurance Bureau of Canada which shall be attached to the policy of insurance. The Chargor shall forthwith on the happening of any loss or damage, furnish at his or her own expense all necessary proofs and do all necessary acts to enable the Chargee to obtain payment of the insurance monies and the production of the Charge shall be sufficient authority for the said insurance company to pay any such loss to the Chargee, and the said insurance company is hereby directed thereupon to pay the same to the Chargee; and any insurance monies received may, at the option of the Chargee, be applied in the rebuilding, reinstating or repairing the Charged Premises or be paid to the Chargor or any other person appearing by the registered title to be or to have been the owner of the Charged Premises or applied or paid partly in one way and partly in another, or may be applied, in the sole discretion of the Chargee, in whole or in part on the Charge debt or any part thereof whether due or not due.

(ii) If the Charged Premises are part of a condominium the insurance provisions set out in paragraph (i) above will not apply and the following will apply to the Charge:

And that the Chargor (which in this section includes his or her heirs, executors, administrators, successors or assigns) or the Condominium Corporation or both of them will forthwith insure and during the continuance of the Charge keep insured in favour of

the Chargee (which in this section includes its successors or assigns) against loss or damage by fire and, as the Chargee may require, insure against loss or damage by tempest, tornado, cyclone, lightning and other risks or hazards, each and every building on the Charged Premises and which may hereafter be erected thereon, both during erection and thereafter, for the full insurable value thereof in lawful money of Canada in a company approved by the Chargee; and the Chargor or the Condominium Corporation or both of them will forthwith assign, transfer and deliver unto the Chargee the policy or policies of insurance and receipts thereof appertaining and if the Chargor or Condominium Corporation or both of them shall neglect to keep the said buildings or any of them insured aforesaid, or to deliver such policy or policies, and receipts or produce same to the Chargee at least fifteen days before the termination of any insurance, evidence of renewal thereof, the Chargee shall be entitled but shall not be obligated to insure the said buildings or any of them; and the Chargor or the Condominium Corporation or both of them shall forthwith on the happening of any loss or damage comply fully with the terms of the policy, or policies, of insurance, and without limiting the generality of the obligation of the Chargor to observe and perform all the duties and obligations imposed on him or her by the Condominium Act and by the Declaration and By-laws of the Condominium Corporation as hereinafter provided, shall comply with the insurance provisions of the Declarations; and the Chargor as a member of the Condominium Corporation shall seek the full compliance by the Condominium Corporation with the aforementioned covenants.

Taxes and Charges:

8. (a) The Chargor will pay as they fall due, all taxes, rates, levies, charges, assessments, utility and heating charges, municipal, local, parliamentary and otherwise, which now or at any time hereafter may be imposed, charged or levied upon the Land and any buildings thereon and will provide the Chargee with receipts confirming payment of same at such times as the Chargee may require.

We may collect taxes from you on a monthly basis:

(b) "Taxes" mean all taxes, rates and assessments of any nature or kind, including property taxes, local improvement rates, interest and penalties. Notwithstanding anything contained herein, if requested to do so by the Chargee, the Chargor shall agree to make regular payments to the Chargee, at dates set by the Chargee, of an amount sufficient to pay all taxes and charges, as estimated by the Chargee, which may affect the Property during the next twelve (12) months. Such estimate of taxes may be made by the Chargee on a basis allowing the Chargee to have sufficient funds on hand to pay such taxes at least thirty (30) days prior to the date on which such taxes become due. If in any calendar year, the taxes actually charged or payable in respect of the Land exceed the estimate for that year, the Chargor agrees to pay, forthwith on demand, to the Chargee, the amount required to make up any deficiency. No monies paid to the Chargee pursuant to this clause shall be held in trust and the Chargee shall not be obligated to pay any interest upon any such monies. The Chargee shall not be required to apply such monies on account of taxes more often than yearly. If a surplus remains, the Chargee may retain it to apply to future taxes and charges or return it to the Chargor. The Chargor shall continue to make the aforesaid payments until the Chargee notifies him or her to the contrary in writing. The Chargor will immediately upon receipt, forward to the Chargee, copies of all assessment notices, tax bills or other notices relating to the imposition of taxes.

Expenses we may pay and add to the amount owing on the Charge:

9. The Chargee may, but shall not be required to, pay any taxes, rates, levies, charges, assessments, premiums of insurance, utility and heating charges in respect to the Land which may at any time fall due and be unpaid and may pay or satisfy any lien, charge or encumbrance now or hereafter existing or to arise or to be claimed upon the Land. All such payments made by the Chargee together with all costs, charges, expenses and legal fees (as between solicitor and client) and expenses which may be incurred in taking, recovering and keeping possession of the Land and of negotiating the Charge, investigating title, and registering the Charge and any other necessary documents, and all costs, charges, expenses including legal fees (as between solicitor and client on a full indemnity basis), real estate commissions and other agent's charges incurred by the Chargee in taking, recovering, and keeping possession of the Land, in exercising the power of entering, selling and leasing, and generally, in any other proceeding taken in connection with or to realize upon the security given in this Charge, shall be immediately payable by the Chargor to the Chargee. Until they are paid by the Chargor, all such amounts shall be added to the principal amount secured by the Charge and shall be payable forthwith with interest at the rate provided for in the Charge, and in default, all sums secured by the Charge shall immediately become due and payable at the option of the Chargee, and all other powers of the Charge shall become exercisable.

We may sell your property if you default:

10. The Chargee, on default of payment for at least fifteen (15) days, may on at least thirty-five (35) days notice, enter on and lease the Land or on default of payment for at least fifteen (15) days, may on at least thirty-five (35) days notice, sell the Land. Such notice shall be given to such persons and in such manner and form and within such time as provided in the Mortgages Act, as amended. In the event the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable, it is agreed that notice may be effectually given by leaving it with an adult person on the Land, if occupied, or by placing it on the Land if unoccupied, or at the option of the Chargee, by mailing it in a registered letter addressed to the Chargor at his or her last known address, or by publishing it once in a newspaper published in the city, county or district in which the Land is situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained or under disability.

In case default be made in the payment of the said principal and interest or any part thereof and such default continue for two (2) months after any payment of either falls due, then the Chargee may exercise the foregoing powers of entering, leasing or selling or any of them, without any notice, it being understood and agreed, however, that if the giving of notice by the Chargee shall be required by law, then notice shall be given to such persons and in such manner and form and within such time as so required by law.

The whole or any part or parts of the Land may be sold by public auction or private contract, or partly one or partly the other; and the proceeds of any sale hereunder may be applied in payment of any costs, charges and expenses incurred in taking, recovering, or keeping possession of the Land, or by reason of non-payment or procuring payment of monies, secured by the Charge or otherwise, and the Chargee may sell any of the Land on such terms as to credit and otherwise as shall appear to it most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulation as to title or evidence or commencement of title or otherwise which it shall deem proper, and may buy in or rescind, or vary any contract for the sale of the whole or any part of the Land and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit, the Chargee shall be bound to pay the Chargor only such monies as have been actually received from purchasers after the satisfaction of the claims of the Chargee and for any of the said purposes may make and execute all agreements and assurances as it shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

We may seize your personal property if you default:

11. The Chargee may distrain for arrears of interest and may distrain for arrears of principal in the same manner as if the same were arrears of interest.

The balance will become due immediately if you default:

12. In default of the payment of interest secured by the Charge, the principal amount secured by the Charge shall, at the option of the Chargee, immediately become due and payable, and upon default of payment of instalments of principal, the balance of the principal and interest secured by the Charge shall, at the option of the Chargee, immediately become due and payable. The Chargee may in writing and any time or times after default, waive such default and any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default.

We may take possession of the property on default:

13. Upon default in payment of principal or interest under the Charge or in performance of any of the terms and conditions thereof, the Chargee may enter into and take possession of the Land free from all manner or form of conveyances, mortgages, charges or encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or any other person whatsoever.

Doctrine Of Consolidation:

14. The doctrine of consolidation will apply to the Charge and any other charge you have granted or will grant to us. This means that if you default under any of your charges to us then we can, as a condition of your repaying any charge, require that you repay all charges.

Our right to extend time:

15. No extension of time given by the Chargee to the Chargor or anyone claiming under him or her, or any other dealing by the Chargee with the owner or owners of the Land or any part thereof, shall in any way affect or prejudice the rights of the Chargee against the Chargor or any other person liable for the payment of the money secured by the Charge.

Our right to give releases:

16. The Chargee may, at its discretion, at any time or times, release any part or parts of the Land or any other security or any surety from payment of all or any part of the monies secured hereby or may release the Chargor or any other person from any covenant or other liability to pay such monies or any part thereof, either with or without any consideration. In such event, the Chargee shall not be accountable for the value thereof or for any monies except those actually received by the Chargee. Any such release by the Chargee shall not constitute or be deemed to be a release of any other part of the Land or any other security or any such surety or the covenants herein or therein contained. The Land and every such security, surety and covenant, not specifically released by the Chargee, shall stand charged with the whole of the monies hereby secured, notwithstanding such release, or any other act or any omission of the Chargee with respect to any security taken in respect of the monies advanced hereunder, or in respect of the Land, any such other security or any such surety.

Balance due in event of sale:

17. Provided that in the event of :

(a) The Chargor selling, conveying, transferring, or entering into any agreement for the sale or transfer of title of the Land hereby charged to a purchaser, grantee or transferee not approved in writing by the Chargee; or

(b) If such a purchaser, grantee or transferee should fail to (i) apply for and receive the Chargee's written approval as aforesaid, (ii) personally assume all the obligations of the Chargor under this Charge, and (iii) execute an Assumption Agreement in the form required by the Chargee, then at the option of the Chargee all monies hereby secured with accrued interest thereon shall forthwith become due and payable.

Your obligation to maintain and repair buildings:

18. (a) The Chargor will not demolish any building on the Land or proceed with any alteration, remodelling or rebuilding of, or addition to any building or any part thereof, without the prior written approval of the Chargee.

(b) The Chargor will keep the Land and buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof respectively, and the Chargee may, whenever it deems necessary, by its agent, enter upon and inspect the Land and make such repairs as it deems necessary, and the reasonable costs of such inspection and repairs with interest at the rate stipulated in the Charge shall be added to the principal amount and be payable forthwith and be a charge upon the Land prior to all claims thereon subsequent to the Charge. If the Chargor neglects to keep the premises in good condition and repair, or commits or permits any act of waste on the Land (as to which the Chargee shall be sole judge) or makes default as to any of the covenants, provisos, agreements or conditions contained in the Charge or in any charge to which this Charge is subject, all monies secured by the Charge shall at the option of the Chargee forthwith become due and payable, and in default of payment of same, with interest as in the case of payment before maturity, the powers of entering upon and leasing or selling hereby given and all other remedies herein contained may be exercised forthwith.

This mortgage does not affect any other security from you:

19. This Charge is in addition to and not in substitution for any other security held by the Chargee for all or any of the monies secured hereunder. The Chargee may follow its remedies thereunder, hereunder and under any security for the amount advanced under this Charge, concurrently or successively at its option.

Payments and the Application of Payments:

20. (a) Provided that if the Charge is repayable by instalments of principal and interest the instalments payable under the Charge are to be applied firstly to interest calculated as provided in the Charge on the principal monies from time to time outstanding and the balance of the said instalments shall be applied on account of principal; except in case of default by the Chargor, the Chargee may then apply any payments received during the period of default in whatever order it may elect as between principal, taxes, interest, repairs, insurance premiums or other advances made on behalf of the Chargor.

(b) The Chargor shall maintain with the Chargee or another financial institution satisfactory to the Chargee, an account of a type which is satisfactory to the Chargee and shall authorize the Chargee to debit such account automatically by an amount equivalent to the amount of each instalment of principal, interest, taxes and life insurance premium (if applicable) payable, when each such instalment is due. If the account is with another financial institution, the Chargor shall cause such other financial institution to remit such amount to the Chargee when each instalment is due. The Chargor shall, at the Chargee's request, execute such authorization in form and substance satisfactory to the Chargee

Interest Compounds if you Default:

21. In case default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof, compound interest shall be payable and the sum in arrears, with interest from time to time, as well after as before maturity, shall bear interest at the rate set forth in the Charge and in case the interest and compound interest are not paid within the interest calculation period provided for in the Charge from the time of default, a rest shall be made, and compound interest at the rate provided for in the Charge shall be payable on the aggregate amount due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the Land.

You must pay any prior mortgages:

22. If the Land or any part thereof should at any time be subject to any prior charge, agreement for sale, or encumbrance, the Chargor will pay or cause to be paid as they fall due, all payments thereunder, whether for principal, interest, taxes or otherwise, and will observe perform and comply with all covenants, provisos and agreements therein contained. If the Chargor should fail to observe or perform any covenant, proviso or agreement contained in any charge, agreement or encumbrance to which this Charge is subject, then in such event, all monies hereby secured shall, at the option of the Chargee, immediately become due and be payable. In such event, all the powers conferred upon the Chargee, in and by this Charge, including the power of sale, shall become exercisable without notice, unless the giving of notice is then required by law.

There is no UFFI in any building on the Land:

23. No building, erection, addition or improvement on the Land has been insulated with Urea Formaldehyde Foam Insulation. The Chargor will not insulate or allow any building, erection, addition or improvement on the Land to be insulated with that type of insulation. All monies secured by this Charge will, at the option of the Chargee, immediately become due and payable if it is at any time determined that any building, erection, addition or improvement subject to this Charge contains Urea Formaldehyde Foam Insulation.

You must pay administrative fees we may set:

24. The Chargor agrees to pay to the Chargee forthwith on demand the administrative charges established from time to time by the Chargee in connection with any extensions or renewals or amendments of the Charge, and any other administrative steps which the Chargee is required to take during the currency of the Charge and any renewal thereof.

Prepayment: (CLOSED CHARGE)

25. If the Charge is "closed":

A. If the Chargor is not in default at the time of prepayment, the Chargor shall have the privilege of paying an additional amount of principal, not exceeding 20% of the original Principal Amount of the Charge, at any one time during a calendar year without notice or penalty. This privilege shall not be cumulative and prepayment may be made only once during a calendar year.

B. 20% increase in payments

Once during each calendar year of the term of the Charge, the Chargor may elect, by notice in writing to the Chargee, to increase the monthly payments (for principal and interest) by up to 20% of the previous amount of those monthly payments (for principal and interest).

C. In the event of a bonafide sale or transfer or gift of the within property, the said principal sum then outstanding and interest thereon together with a bonus of the greater of three months interest or the interest rate differential on the said principal amount shall, at the option of the Chargee, immediately become due and payable. For greater certainty, the provisions of clause A

shall not apply to a repayment made pursuant to this clause and the bonus shall be calculated on the full principal sum then outstanding.

D. A partial prepayment shall not release the Chargor from his or her obligation to continue making the payments specified in the Charge.

E. If the Charge offered a cash back option and any of the terms and conditions of the original registered Charge are amended or the Charge is discharged, refinanced, ported, assumed or early renewed prior to its maturity date for any reason, the Chargor will repay the Chargee the total amount of the cash back payment received by the Chargor. This repayment obligation is separate from any prepayment penalties, fees or bonus applicable to the Charge and the Chargee may add the cash back amount to the principal amount owing under the Charge at the time of the amendment, discharge, refinance, port, assumption or early renewal.

(OPEN CHARGE)

If the Charge is "open":

F. Provided that the Chargor, when not in default at the time of prepayment, shall have the privilege of prepaying the whole or any part of the principal sum together with the accrued interest at any time without notice or bonus.

G. A partial prepayment shall not release the Chargor from his or her obligation to continue making the payments specified in the Charge

RE-ADVANCEMENT:

26. Notwithstanding the repayment of the principal amount of the Charge in whole or in part, whether of the original amount advanced under the Charge or any amount reloaned under this section, the Chargor may ask the Chargee, in writing, to advance again the amounts repaid, as if the Chargor had never repaid them, up to an amount equal to the original Principal Amount of this Charge. The written request must identify the purpose for which the advances will be used. If the Chargee at its sole discretion agrees, and upon payment of the administrative charges stipulated by the Chargee, the Charge and other securities provided in the present Charge will secure the repayment of any amounts so disbursed. All the sections of the present Charge shall continue to govern the amounts loaned and the amounts reloaned.

If the advances are to be used for construction purposes, repairs or improvements to a building, the full disbursement must be made in the 3 months following the date of agreement by the Chargee to readvance, in default of which the Chargee may refuse to advance any further amounts but will keep all its rights and recourses for the amounts already advanced.

It shall not be necessary to register any such agreement(s) to retain priority for this Charge for all amounts secured hereby no matter when advanced over any instrument registered subsequent to this Charge.

AUTOMATIC RENEWAL

27. a) Upon the expiry of the term of the Charge at a time when:

- (i) an amount remains owing under the Charge for principal; and
- (ii) the Chargor is not in default under the Charge

the Charge shall be automatically renewed on the same conditions (and for an identical term) as the most recent term of the Charge, except that the interest rate applicable to the renewed Charge shall be the lowest of the Chargee's posted rates for a Charge of that term as at:

- 1. the date of renewal of the Charge;
- 2. the first day of the month prior to the month in which the Charge is to be renewed; and
- 3. any date during the period between those dates

and the monthly payment for principal and interest shall be adjusted to reflect that interest rate.

b) Either the Chargee or the Chargor may give written notice to the other prior to any expiry of the term of the Charge that the party giving notice is unwilling to renew the Charge and the Charge shall then not renew as set out in clause (a).

c) Prior to the expiry of the term of the Charge, the Chargee and the Chargor may enter into an agreement in writing to vary certain provisions of the Charge. If those varied provisions do not include the length of the term of the Charge then the Charge shall be renewed pursuant to clause (a) but with the inclusion of those amended provisions.

d) If the Charge is a FLEXI-MORTGAGE Charge, then each Loan (as defined in that Charge) shall be renewed (or otherwise dealt with) on the expiry of the term of that Loan as if that Loan were a Charge referred to in paragraphs (a), (b) and (c) above.

Effect Of Any Renewal:

28. This Charge may be renewed or amended by an agreement in writing or as set out in paragraph 27 with or without an increased rate of interest notwithstanding that there may be subsequent encumbrances at the time of such renewal or amendment. It shall not be necessary to register any such agreement to retain priority for this Charge on such altered terms over any instrument registered subsequent to this Charge. Any such agreement and any renewal as set out in paragraph 27 shall be effectual and binding on the Chargor and any such subsequent encumbrancer and shall take priority against such subsequent encumbrancer immediately upon execution by the Chargor or upon renewal pursuant to clause 27 as applicable. The Chargor shall pay all legal and administrative costs of the Chargee incurred in connection with any such agreement. The Chargor acknowledges that neither the provisions of this paragraph nor of paragraph 27 confer any right of renewal on the Chargor.

Renewal before maturity:

29. When not in default, the Chargor may request the Chargee, any time before the date at which the balance of the loan becomes due, to extend the term of the Charge and set new conditions. If the Chargee agrees, the Chargor shall pay a renewal fee and the greater of three months interest, or, in the event of an interest rate reduction, an interest rate differential penalty equal to the interest calculated on the balance of the Charge until maturity, at a rate corresponding to the difference between the rate then applicable to the Charge and the new rate.

Assumability and Portability:

30. (a) If the Land consists only of a single family residence; the Chargor is not in default; there are no subsequent encumbrances on the title to the Land; and the Chargor completes a new mortgage loan application which is approved by the Chargee and satisfies the Chargee's lending requirements, the Chargor may do one of the following:

- (i) increase the outstanding Principal Amount of the Charge. For the purposes of this subsection 30(a)(i) the term Chargor shall include a purchaser, grantee, or transferee who has been approved by the Chargee to assume this Charge and has assumed all the obligations of the Chargor or signed an assumption agreement of the Chargee;
- (ii) transfer the outstanding Principal Amount and Interest Rate set out in the Charge to a single family residence which has been purchased by the Chargor (the "New Lands");
- (iii) transfer the outstanding Principal Amount and Interest rate set out in the Charge to a single family residence which has been purchased by the Chargor (the "New Lands") and increase the Principal Amount of the Charge.

(b) The Interest Rate set out in the Charge ("Current Rate") will continue to apply to the Principal Amount outstanding as of the date of the written approval to the foregoing from the Chargee. Any increase in the Principal Amount will bear interest at the Prevailing Rate as defined in subsection 30(f) below.

(c) For the purpose of subsections 30(a)(ii) and (iii), a new charge ("New Charge") must be registered against title to the New Lands. The New Charge will secure the outstanding balance and the increased Principal Amount at a rate which will blend the Current Rate and the Prevailing Rate (the "New Interest Rate"), for a term commencing on the date set out in the Chargee's written approval and expiring on the Balance Due Date of the Charge. The New Interest Rate will be set out in the Chargee's approval.

(d) For the purpose of subsection 30(a)(i), an amending agreement must be, at the discretion of the Chargee, registered against the title to the Land. The Charge as amended will secure the outstanding balance and the increased Principal Amount at a rate which will blend the Current Rate and the Prevailing Rate (the "New Interest Rate"), for a term commencing on the date set out in the Chargee's written approval and expiring on the Balance Due Date of the Charge. The New Interest Rate will be set out in the Chargee's written approval.

(e) The Chargor will pay all costs, charges and expenses of and incidental to the approval, taking, preparation, execution and registration of the New Charge or if applicable, the amending agreement.

(f) The "Prevailing Rate" at the time of prepayment means the rate at which the Chargee would lend to the Chargor on the security of a first charge on the Land charged, or, if applicable, on the security of a first charge on the "New Lands" for a term commencing on the date of prepayment and expiring on the Balance Due Date of the Charge.

Obligations Survive Sale

31. Provided further that no sale or other dealing by the Chargor with the Land or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the monies hereby secured.

This mortgage shall not merge in any judgement:

32. The taking of a judgement or judgements on any of the covenants herein shall not operate as a merger of the covenants or affect the Chargee's right to interest at the rate and times provided for in the Charge; and further that any judgement shall provide that interest thereon shall be computed at the same rate and in the same manner as provided in the Charge until the judgement shall have been fully paid and satisfied.

Discharge :

33. The discharge of the Charge shall be prepared by the Chargee at the expense of the Chargor and the Chargee shall have a reasonable time after payment in full of the monies owing under the Charge to prepare and execute a discharge. Interest shall continue to run and accrue until actual payment in full has been received by the Chargee. All legal and administrative costs of the Chargee incurred in connection with the preparation, execution and delivery of such discharge shall be borne by the Chargor. The Chargor shall be responsible for registering the discharge and for the costs of registering it.

On the occasion of the discharge of the Charge, the required payment shall be made at the Head Office of the Chargee in the City of Ottawa, or at such other place as the Chargee may designate in writing to the Chargor, in lawful money of Canada. All such payments required to be made by the Chargor hereunder shall be made before 3:00 o'clock in the afternoon on the date on which such payment is to be made. If any payment is made after 3:00 o'clock in the afternoon, such payment will be deemed to have been made on the next following business day.

Spouse's Consent:

34. And the spouse of the Chargor so named in the Charge hereby consents to the transaction evidenced by the Charge and releases all interest in the Charged Premises to the extent necessary to give effect to the rights of the Chargee hereunder, and agrees that the Chargee may, without further notice, deal with the Land and the debt hereby created as the Chargee may see fit.

Changes in spousal or matrimonial status or in ownership of the property:

35. Immediately after any change or happening effecting any of the following, namely: (a) the spousal status of the Chargor, (b) the qualification of the Land as a matrimonial home within the meaning of Part II of the Family Law Act, and (c) the legal title or beneficial ownership of the Land, the Chargor will advise the Chargee accordingly and furnish the Chargee with particulars thereof, the intention being that the Chargee be kept fully informed of the names and addresses of the owner or owners for the time being of the Land and of any spouse who is not an owner, but who has the right to possession in the Land by virtue of Section 19 of the Family Law Act. In furtherance of such intention, the Chargor covenants and agrees to furnish the Chargee with such evidence in connection with any of (a), (b) and (c) above as the Chargee may from time to time request.

Respective rights to equal possession:

36. The Chargee covenants with the Chargor that until default in payment or default in the observance of performance of any of the provisos, warranties, agreements, or obligations hereunder, the Chargor shall have quiet possession of the Land. The Chargor covenants that where the Chargee enters on and takes possession of the Land on default, the Chargee shall have quiet possession of the Land.

Provisions only for condominiums:

37. If any part of the Land secured by the Charge is a condominium unit, the Chargor will comply with the Condominium Act and the declaration, by-laws and rules of the Corporation, and will provide evidence of such compliance as requested by the Chargee. The Chargor will forward copies of all notices, assessments, by-laws, rules and financial statements of the Corporation and, on request, will provide copies of any other documents and information which the Chargor has received or is entitled to receive from the Corporation. The Chargor will maintain all improvements made to the condominium unit and repair them after damage.

The Chargor will insure all improvements which have been made to the unit and will insure other interests in the building which are a part of the condominium property or assets of the Corporation if the Corporation fails to insure the buildings as required by the Act and the declaration, by-laws and rules of the Corporation. These obligations are in addition to the Chargor's obligations as to insurance under the heading insurance as far as they apply to a condominium unit.

The Chargee is authorized to exercise the Chargor's rights under the Act to vote and to consent. If the Chargee does not exercise its rights, the Chargor may do so, but will do so according to any instructions received from the Chargee. The Chargee may at any time revoke any arrangement made for the Chargor to vote or to consent. The Chargee is authorized to inspect the records of the Corporation. Nothing in this paragraph puts the Chargee in possession of the property.

If the Chargor does not comply with the Condominium Act and the declaration, by-laws, and rules of the Corporation, the Chargee may comply with them and charge its costs of doing so to the Chargor as an additional amount secured under the Charge. If the Chargee exercises its rights to pay common expenses, it can accept statements that appear to be issued by the Corporation as conclusive evidence of the amount of those expenses and the dates they are due. The Chargee will pay the Chargor on demand as additional amounts secured under the Charge all expenses incurred by the Chargee in relation to any by-law, resolution, rule or other matter, the enforcement of the Chargee's right to have the Corporation or any other owner comply with the Condominium Act and the declaration, by-laws and rules of the Corporation and the expenses of the Chargee exercising any voting rights.

Expressions used in the provisions of the Charge dealing with a condominium unit which are the same as those in the Condominium Act have the same meaning as those in the Act, except that the expression "condominium property" has the same meaning as the word "property" in the Condominium Act.

Provisions applicable to a building mortgage:

38. If the Charge is a building charge, the full amount of the monies hereby secured will be advanced from time to time at the Chargee's discretion in accordance with the progress of construction of any building to be erected on the Land or any improvement being made to a building already erected on the Land. The Chargor will diligently carry out the completion of any building or improvements. The Chargee may require that the plans and specifications for any construction be approved in writing by the Chargee prior to the commencement of any construction.

Date of mortgage:

39. The date of the Charge unless otherwise provided shall be the earliest date of signature by a Chargor.

Titles and marginal notes have no legal effect:

40. Titles and any marginal notes contained in this Charge have been included for convenience only, and do not form a part of the Charge.

Effect of any partial invalidity:

41. If any term, covenant, agreement, condition or provision of this Charge is or becomes illegal, invalid, unenforceable or inconsistent with any applicable law, then such term or provision shall not apply and shall be construed so as not to apply to the extent that it is illegal, invalid, unenforceable or inconsistent. Provided however, that the remainder of the terms, covenants, agreements, conditions and provisions herein shall remain valid and enforceable.

Our right to release information regarding you:

42. The Chargee may disclose such information (except health information) as may reasonably be required: (i) to respond to any person claiming a construction lien on the Land; (ii) to share and exchange information with credit bureaus, other credit grantors and mortgage insurers; (iii) to allow persons wishing to purchase this Charge to assess the Charge; (iv) to purchasers of the Charge to allow them to deal with the Charge; and (v) to other persons as may be permitted or required by law.

Guarantor:

43. Each person named as a guarantor in the Charge, in consideration of the making of the loan hereby secured and the sum of ONE DOLLAR (\$1.00) now paid by the Chargee to each guarantor (the receipt whereof is hereby acknowledged):

- (a) Guarantees to the Chargee the due repayment of all sums secured by the Charge until the Charge has been repaid in full;
- (b) Unconditionally guarantees full performance by the Chargor of all of the obligations of the Chargor under the provisions of the Charge at the times and in the manner provided;
- (c) Agrees that the Chargee shall not be obligated to proceed against the Chargor or any other person liable under the Charge or to enforce or exhaust any security before proceeding to enforce the obligations of the guarantor and that enforcement of such obligations may take place before, after or contemporaneously with enforcement of any debt or obligation of the Chargor or any other person liable hereunder;
- (d) Agrees that the Chargee may grant any extensions of time for payment, renew the Charge, increase or alter the rate of interest payable under the Charge, release the whole or any part of the Land or other security from the Charge or otherwise deal with the Chargor or any other person without releasing the guarantor; and
- (e) Agrees that where there is more than one guarantor, each guarantor agrees with the Chargee to be jointly and severally responsible under the guarantee with the other guarantors and the Chargor.

You assign any lease of your property to us:

44. The Chargor assigns to the Chargee, as further security for the repayment of all sums secured by the Charge, all rentals due or falling due under any lease of all or part of the Land.

Variable rate of interest:

Clauses 45, 46 and 47 apply only to a Charge under which the interest rate is variable.

45. Upon each change in the Variable Mortgage Rate as specified in the Charge, the Chargee shall post a notice in the offices of the Chargee setting out the new Variable Mortgage Rate, the equivalent interest rate calculated half-yearly not in advance, and the effective date of the new Variable Mortgage Rate. The attached table provides the equivalent rate of interest, calculated half-yearly not in advance for interest rates calculated monthly

A quotation of the current Variable Mortgage Rate is available at any branch of the Chargee

In case default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof, such interest shall bear interest at the current Variable Mortgage Rate in effect from time to time.

Any monies expended by the Chargee pursuant to the terms of the Charge for taxes, insurance premiums, or any other costs or charges, shall be payable immediately by the Chargor to the Chargee without demand and shall, from the date of such expenditure by the Chargee, bear interest at the current Variable Mortgage Rate in effect from time to time. All interest which accrues during a month, pursuant to this paragraph, shall become due and shall be paid on the last day of that month.

All amounts payable under the Charge, whether for principal or for interest, shall be secured by the Charge and form a charge on the Land described in the Charge.

46. IT IS HEREBY AGREED AND DECLARED that the expression "Specified Amount" as used herein shall mean the principal amount secured by the Charge, or at the option of the Chargee, 75% (65% if the Land is deemed by the Chargee to be located in a rural area of such other amount that is stated to be the fair market value of the Land in a current appraisal report signed by a real estate appraiser approved in writing by the Chargee. Such appraisal report may be obtained by either the Chargor or the Chargee. If the appraisal report is obtained by the Chargee, the Chargor shall, upon request, pay to the Chargee, the costs of obtaining such report.

47. (a) IT IS AGREED that, if the aggregate of,

- (i) the unpaid amount of the principal sum outstanding;
- (ii) the unpaid amount of the deferred interest under paragraph (c);
- (iii) any amount secured by a mortgage or charge on the Land to the extent that such mortgage or charge ranks equally with or in priority to this Charge;

at any time exceeds the Specified Amount, all monies payable hereunder shall, at the option of the Chargee, become due and payable forthwith.

(b) Provided that, with the written consent of the Chargee, the Chargor may increase the amount of the monthly instalments payable hereunder in order to prevent the aggregate amount referred to above from exceeding the Specified Amount.

(c) If the amount of interest accrued on the principal sum to (but excluding) an instalment payment date exceeds the amount payable on such date pursuant to the Charge, such excess (hereinafter called "deferred interest") shall, from and including such date, bear interest at the Variable Mortgage Rate in effect from time to time. On the last day of each month, all interest accrued during the previous month on deferred interest shall be added to and shall form part of the deferred interest and all of the deferred interest shall bear interest at the Variable Mortgage Rate in effect from time to time.

(d) While the amount of each monthly instalment to be paid by the Chargor under the Charge is, except as set out, fixed under the terms of the Charge, the amount of the interest and principal components of each instalment may change as the Variable Mortgage Rate (as defined in the Charge) changes. The method of calculation of the interest and principal components of each instalment is available at any branch of the Chargee and is described below.

METHOD OF CALCULATION

1. Determine the number of days in the payment period, including the date of the immediately preceding payment (or, in the case of the first payment, the interest adjustment date) and excluding the date on which the instalment is being paid.

2. (a) Determine, for each different Current Rate chargeable during the payment period, the number of days on which such Rate was chargeable. Apply the following formula, for each such Rate, in order to determine the amount of interest which accrued on the principal sum in the payment period for each such Rate:

Principal sum owing after immediately preceding payment	x	Current Rate	x	Number of days during payment period on which such Current Rate was chargeable
				Number of days in the year

(If the calculation is made in respect of the first monthly instalment, the principal sum used in the formula will be the principal sum owing on the interest adjustment date.) Add each of the interest components calculated in accordance with this formula in order to determine the total amount of interest which accrued on the principal sum during the period.

(b) The same procedure is followed to determine the total amount of interest which accrued on the deferred interest during the period, except that, in the formula, the deferred interest owing after the immediately preceding payment is used instead of the principal sum then owing. The total amount of interest which accrued on the deferred interest during the period is then added to the deferred interest which was owing after the immediately preceding payment in order to determine the deferred interest outstanding on the instalment payment date

(c) The instalment is applied as follows:

- (i) it is applied first to the total amount of interest which accrued on the principal sum during the period;
- (ii) if the instalment exceeds the total amount of interest which accrued on the principal sum during the period, the balance of the instalment is applied first to the deferred interest outstanding on the instalment payment date as calculated above, and any remaining balance of the instalment is then applied in reduction of the principal sum.

EXAMPLE

1. The following example indicates how these calculations are carried out in practice. In this example, we are assuming the following information:

- (i) The principal sum owing after the immediately preceding payment - \$50,000.00.
- (ii) The amount of deferred interest owing after the immediately preceding payment - \$40.00.
- (iii) Current Rate during the payment period - 20%.
- (iv) The amount of monthly instalment - \$850.00.
- (v) Number of days in the payment period - 28.

2. (i) Use the formula set out above to determine the interest which accrued on the principal sum during the period -

\$50,000.00	x	20	x	28	=	\$767.12
		100		365		

(ii) Use the formula to determine the interest which accrued on the deferred interest during the period -

\$40.00	x	20	x	28	=	\$0.61
		100		365		

Add this amount to the deferred interest owing after the immediately preceding payment to determine the deferred interest outstanding on the instalment payment date - \$40.00 + 0.61 = \$40.61

(iii) Apply the monthly instalment (\$850.00) first to payment of the total amount of interest which accrued on the principal sum during the period (\$767.12), leaving a balance of \$82.88 (\$850.00 - \$767.12), and apply this balance to the deferred interest outstanding on the instalment payment date (\$40.61), leaving a balance of \$42.27 (\$82.88 - \$40.61) to be applied in reduction of the principal sum.

(d) At any time during the term of this Charge, the Chargor when not in default shall be entitled to elect to convert the interest rate payable hereunder to a fixed rate for a term to be agreed upon, provided that the Chargor:

- (i) Gives 30 days written notice to the Chargee; and
- (ii) Pays a fee to be fixed by the Chargee and
- (iii) Executes an agreement in a form satisfactory to the Chargee.

The rate of interest payable hereunder shall, on completion of each of the foregoing requirements, be fixed from the date stipulated in the agreement referred to in subparagraph (iii), at the rate of interest then offered by the Chargee on fixed rate charges for the term equal to the term stipulated in the agreement referred to in subparagraph (iii).

These tables show the annual rate and the equivalent semi-annual rate of Variable Interest Rate Mortgages for varying annual interest rates. Should the Variable Mortgage Rate change such that the annual rate is not reflected in these tables, the Chargor may obtain the equivalent semi-annual rates by contacting the Chargor's branch

Column **A** contains the interest rate per annum calculated monthly, not in advance, whereas column **B** contains the equivalent interest rate per annum calculated semi-annually, not in advance.

Increments of .125

A	B	A	B	A	B
1.000	1.002	4.250	4.287	7.500	7.618
1.125	1.128	4.375	4.415	7.625	7.747
1.250	1.253	4.500	4.542	7.750	7.876
1.375	1.379	4.625	4.670	7.875	8.005
1.500	1.505	4.750	4.797	8.000	8.134
1.625	1.631	4.875	4.925	8.125	8.263
1.750	1.756	5.000	5.052	8.250	8.393
1.875	1.882	5.125	5.180	8.375	8.522
2.000	2.008	5.250	5.307	8.500	8.651
2.125	2.134	5.375	5.436	8.625	8.781

2.250	2.261	5.500	5.563	8.750	8.911
2.375	2.387	5.625	5.691	8.875	9.040
2.500	2.513	5.750	5.819	9.000	9.170
2.625	2.639	5.875	5.947	9.125	9.300
2.750	2.766	6.000	6.075	9.250	9.430
2.875	2.892	6.125	6.204	9.375	9.560
3.000	3.019	6.250	6.332	9.500	9.690
3.125	3.145	6.375	6.460	9.625	9.820
3.250	3.272	6.500	6.588	9.750	9.950
3.375	3.399	6.625	6.717	9.875	10.080
3.500	3.526	6.750	6.845	10.000	10.210
3.625	3.652	6.875	6.974	10.125	10.340
3.750	3.779	7.000	7.102	10.250	10.471
3.875	3.906	7.125	7.232	10.375	10.601
4.000	4.033	7.250	7.360	10.500	10.732
4.125	4.161	7.375	7.489	10.625	10.862

A	B	A	B	A	B
10.750	10.993	13.625	14.017	16.500	17.077
10.875	11.124	13.750	14.149	16.625	17.211
11.000	11.255	13.875	14.282	16.750	17.345
11.125	11.386	14.000	14.414	16.875	17.479
11.250	11.516	14.125	14.547	17.000	17.613
11.375	11.648	14.250	14.679	17.125	17.747
11.500	11.779	14.375	14.812	17.250	17.881
11.625	11.910	14.500	14.945	17.375	18.016
11.750	12.041	14.625	15.077	17.500	18.150
11.875	12.172	14.750	15.210	17.625	18.284
12.000	12.304	14.875	15.343	17.750	18.419
12.125	12.435	15.000	15.476	17.875	18.554
12.250	12.566	15.125	15.609	18.000	18.688
12.375	12.698	15.250	15.742	18.125	18.823
12.500	12.830	15.375	15.875	18.250	18.958
12.625	12.961	15.500	16.009	18.375	19.092
12.750	13.093	15.625	16.142	18.500	19.227
12.875	13.225	15.750	16.275	18.625	19.362
13.000	13.357	15.875	16.409	18.750	19.497
13.125	13.489	16.000	16.542	18.875	19.632
13.250	13.621	16.125	16.676	19.000	19.768
13.375	13.753	16.250	16.810		
13.500	13.885	16.375	16.943		

Increments of .05

A	B	A	B	A	B
1.00	1.002	2.00	2.008	3.00	3.019
1.05	1.052	2.05	2.059	3.05	3.069
1.10	1.103	2.10	2.109	3.10	3.120
1.15	1.153	2.15	2.160	3.15	3.171
1.20	1.203	2.20	2.210	3.20	3.221
1.25	1.253	2.25	2.261	3.25	3.272
1.30	1.304	2.30	2.311	3.30	3.323
1.35	1.354	2.35	2.362	3.35	3.373
1.40	1.404	2.40	2.412	3.40	3.424
1.45	1.454	2.45	2.463	3.45	3.475
1.50	1.505	2.50	2.513	3.50	3.526
1.55	1.555	2.55	2.564	3.55	3.576
1.60	1.605	2.60	2.614	3.60	3.627
1.65	1.656	2.65	2.665	3.65	3.678
1.70	1.706	2.70	2.715	3.70	3.729
1.75	1.756	2.75	2.766	3.75	3.779
1.80	1.807	2.80	2.816	3.80	3.830
1.85	1.857	2.85	2.867	3.85	3.881
1.90	1.908	2.90	2.918	3.90	3.932
1.95	1.958	2.95	2.968	3.95	3.983

A	B	A	B	A	B
4.00	4.033	5.00	5.052	6.00	6.075
4.05	4.084	5.05	5.103	6.05	6.126
4.10	4.135	5.10	5.154	6.10	6.178
4.15	4.186	5.15	5.205	6.15	6.229
4.20	4.236	5.20	5.256	6.20	6.280
4.25	4.287	5.25	5.307	6.25	6.332
4.30	4.338	5.30	5.358	6.30	6.383
4.35	4.389	5.35	5.409	6.35	6.434
4.40	4.440	5.40	5.461	6.40	6.485
4.45	4.491	5.45	5.512	6.45	6.537
4.50	4.542	5.50	5.563	6.50	6.588
4.55	4.593	5.55	5.614	6.55	6.640
4.60	4.644	5.60	5.665	6.60	6.691
4.65	4.695	5.65	5.716	6.65	6.742
4.70	4.746	5.70	5.768	6.70	6.794
4.75	4.797	5.75	5.819	6.75	6.845
4.80	4.848	5.80	5.870	6.80	6.896
4.85	4.899	5.85	5.921	6.85	6.948
4.90	4.950	5.90	5.973	6.90	6.999
4.95	5.001	5.95	6.024	6.95	7.051

A	B	A	B	A	B
7.00	7.102	8.00	8.134	9.00	9.170
7.05	7.154	8.05	8.186	9.05	9.222
7.10	7.205	8.10	8.237	9.10	9.274
7.15	7.257	8.15	8.289	9.15	9.326
7.20	7.308	8.20	8.341	9.20	9.378
7.25	7.360	8.25	8.393	9.25	9.430
7.30	7.411	8.30	8.444	9.30	9.482
7.35	7.463	8.35	8.496	9.35	9.533
7.40	7.515	8.40	8.548	9.40	9.586
7.45	7.566	8.45	8.600	9.45	9.637
7.50	7.618	8.50	8.651	9.50	9.690
7.55	7.669	8.55	8.703	9.55	9.741
7.60	7.721	8.60	8.755	9.60	9.794
7.65	7.772	8.65	8.807	9.65	9.845
7.70	7.824	8.70	8.859	9.70	9.898
7.75	7.876	8.75	8.911	9.75	9.950
7.80	7.927	8.80	8.962	9.80	10.002
7.85	7.979	8.85	9.014	9.85	10.054
7.90	8.031	8.90	9.066	9.90	10.106
7.95	8.082	8.95	9.118	9.95	10.158

A	B	A	B	A	B
10.00	10.210	11.00	11.255	12.00	12.304
10.05	10.262	11.05	11.307	12.05	12.356
10.10	10.314	11.10	11.359	12.10	12.409
10.15	10.367	11.15	11.412	12.15	12.461
10.20	10.419	11.20	11.464	12.20	12.514
10.25	10.471	11.25	11.516	12.25	12.566
10.30	10.523	11.30	11.569	12.30	12.619
10.35	10.575	11.35	11.621	12.35	12.672
10.40	10.627	11.40	11.674	12.40	12.724
10.45	10.680	11.45	11.726	12.45	12.777
10.50	10.732	11.50	11.779	12.50	12.830
10.55	10.784	11.55	11.831	12.55	12.882
10.60	10.836	11.60	11.883	12.60	12.935
10.65	10.889	11.65	11.936	12.65	12.988
10.70	10.941	11.70	11.988	12.70	13.040
10.75	10.993	11.75	12.041	12.75	13.093
10.80	11.045	11.80	12.093	12.80	13.146
10.85	11.098	11.85	12.146	12.85	13.198
10.90	11.150	11.90	12.198	12.90	13.251
10.95	11.202	11.95	12.251	12.95	13.304

Increments of .05

A	B	A	B	A	B
13.00	13.357	14.00	14.414	15.00	15.476
13.05	13.409	14.05	14.467	15.05	15.529
13.10	13.462	14.10	14.520	15.10	15.583
13.15	13.515	14.15	14.573	15.15	15.636
13.20	13.568	14.20	14.626	15.20	15.689
13.25	13.621	14.25	14.679	15.25	15.742
13.30	13.674	14.30	14.732	15.30	15.796
13.35	13.726	14.35	14.785	15.35	15.849
13.40	13.779	14.40	14.838	15.40	15.902
13.45	13.832	14.45	14.892	15.45	15.955
13.50	13.885	14.50	14.945	15.50	16.009
13.55	13.938	14.55	14.998	15.55	16.062
13.60	13.991	14.60	15.051	15.60	16.115
13.65	14.044	14.65	15.104	15.65	16.169
13.70	14.097	14.70	15.157	15.70	16.222
13.75	14.149	14.75	15.210	15.75	16.275
13.80	14.202	14.80	15.263	15.80	16.329
13.85	14.255	14.85	15.317	15.85	16.382
13.90	14.308	14.90	15.370	15.90	16.436
13.95	14.361	14.95	15.423	15.95	16.489

A	B	A	B	A	B
16.00	16.542	17.00	17.613	18.00	18.688
16.05	16.596	17.05	17.667	18.05	18.742
16.10	16.649	17.10	17.720	18.10	18.796
16.15	16.703	17.15	17.774	18.15	18.850
16.20	16.756	17.20	17.828	18.20	18.904
16.25	16.810	17.25	17.881	18.25	18.958
16.30	16.863	17.30	17.935	18.30	19.011
16.35	16.917	17.35	17.989	18.35	19.066
16.40	16.970	17.40	18.043	18.40	19.119
16.45	17.024	17.45	18.096	18.45	19.173
16.50	17.077	17.50	18.150	18.50	19.227
16.55	17.131	17.55	18.204	18.55	19.281
16.60	17.184	17.60	18.258	18.60	19.335
16.65	17.238	17.65	18.311	18.65	19.389
16.70	17.291	17.70	18.365	18.70	19.443
16.75	17.345	17.75	18.419	18.75	19.497
16.80	17.399	17.80	18.473	18.80	19.551
16.85	17.452	17.85	18.527	18.85	19.605
16.90	17.506	17.90	18.580	18.90	19.660
16.95	17.559	17.95	18.634	18.95	19.714

Environmental:

48. The Chargor represents and warrants that:

- (a) The Chargor has never caused or allowed any waste or pollution to be placed, stored or disposed of on, under or near the Land;
- (b) To the best of the Chargor's knowledge, no prior owner, tenant, occupant or other person had caused or allowed waste or pollution to be placed, stored or disposed of on, under or at the Land
- (c) No pollution abatement order, minister's order, or other enforcement action has been threatened or issued or is pending by any governmental agency in respect of the Land and any applicable environmental laws; and the Chargor covenants to:
 - (i) not cause or allow the placement, storage or disposal of any waste, pollution, or other substance on, under or at the Land where to cause or allow such would contravene any applicable environmental laws;
 - (ii) notify the Chargee if any governmental agency commences or threatens to commence any enforcement action under any applicable environmental laws or if the Chargor, a tenant or occupant of the Land, or the Land itself become the subject of any litigation commenced or pending with respect to the existence of waste or pollution on, under or at the Land or an adjoining property; and
 - (iii) indemnify and have harmless the Chargee, its officers, directors, agents and any receiver appointed by or on the application of the Chargee from and against and shall reimburse for any and all losses, liabilities, claims, damages and expenses suffered by them under or on account of any applicable environmental laws enforced against the Land or any order, settlement or judgement arising from the placement, storage or disposal of any waste or pollution on, under or at the Land, and the provisions of this section shall survive any foreclosure or discharge of this Charge.

Governing Law

49.

This set of standard charge terms and the Charge shall be governed by the laws of Ontario.

National Housing Act

50.

If the Charge is insured by Canada Mortgage and Housing Corporation against default:

- (a) the Charge is made pursuant to the National Housing Act;
- (b) if there is any conflict between any provision of the Charge and any requirement of the National Housing Act or the National Housing Loan Regulations, such latter requirement shall govern; and
- (c) all applicable requirements of the National Housing Act and the National Housing Loan Regulations are hereby incorporated herein.

Ontario New Homes Warranties Plan Act

51. If the Ontario New Home Warranties Plan Act, R.S.O., 1990, C. O.31 (as amended or replaced) applies to the Charged Premises, the Chargor agrees to comply with its requirements and to reimburse the Chargee for any costs which the Chargee incurs in complying or enforcing the rights of the Chargor on behalf of the Chargor if the Chargor fails to do so (which the Chargee may do but is not required to do).

Personal Information

52. The Chargee may collect financial or related information about the Chargor. This information includes:

- information about the Charge;
- information about the Chargor's transactions using the Chargee's products and services;
- information to identify the Chargor or qualify the Chargor for products and services; and
- information the Chargee needs for regulatory purposes.

The Chargee collects the foregoing information from a number of different sources including the Chargor's application for the Charge, references provided by the Chargor, credit reporting agencies, other financial institutions, service providers, the Chargee's records and from individuals authorized to act on the Chargor's behalf.

The Chargee may use the Chargor's personal information to open, process, maintain and collect upon the Charge. The Chargee will use and disclose the Chargor's personal information in accordance with privacy policies adopted by the Chargee, copies of which have been made available to the Chargor. These privacy policies may be amended from time to time. Further information about the Chargee's privacy policies can be obtained by the Chargor contacting any office of the Chargee.

The Chargor agrees that the Chargee may enter into this Charge on behalf of another entity, as an agent or nominee and also that the Chargee may assign the Charge to another entity. In such cases, the entity is known as the "beneficial owner". The Chargor can do this whether or not the beneficial owner is named in this Charge. The Chargee may disclose the Chargor's personal information to the beneficial owner, its agent and any other person or entity to which the beneficial owner assigns the Charge. The Chargee may also disclose personal information about the Chargor to any service provider. A service provider is any person or entity that:

- is involved in servicing, maintaining, collecting or operating the Charge, or
- provides services or benefits to the Chargor under the Charge.

The Chargor's personal information includes all information provided by the Chargor or obtained by the Chargee in connection with this Charge and ongoing information and documentation about the Chargor and the Charge sufficient for the beneficial owner, agent, assignee or service provider to administer the Charge and exercise their rights thereunder.

Interpretation of certain words:

53. In construing this Charge, the use of words in the singular or plural, or with a particular gender, including the words "Chargor" and "Chargee", shall not limit the scope or exclude the application of any provision of this Charge to such person or persons or circumstances as the context otherwise permits; and all rights, advantages, privileges, immunities, powers and things hereby secured to the "Chargor or Chargors", "Chargee or Chargees", shall be equally secured to and exercisable by his, her, its, or their heirs, executors, administrators and assigns, or successors and assigns as the case may be. All covenants, liabilities and obligations entered into or imposed hereunder upon the "Chargor or Chargors", "Chargee or Chargees", shall be equally binding on his, her, its or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and all such covenants, liabilities and obligations shall be made by the Chargors jointly and severally, unless the Charge specifies otherwise, and with the Chargees jointly, unless the monies secured are expressly secured to them in several shares or distinct sums. All words appearing in this Charge that are defined in Section 1 of the Act, except the word "successor", shall be read and construed as having the meaning assigned to them by Section 1 of the Act. "Land" shall also mean the land described in Box 5 of the Charge as amended from time to time and, for greater certainty, includes where the context permits, structures thereon. "Charged Premises" includes the Land and any structures thereon. "Interest rate differential" means the difference between interest payable

for the balance of the term at the interest rate applicable to the Charge on the relevant date and interest payable for the balance of the term at the posted interest rate of the Chargee on that date for a charge with a term similar to the time then remaining on the Charge and with similar prepayment privileges to those applicable to the Charge.