



## SCHEDULE OF ADDITIONAL TERMS

### PAYMENTS

The Mortgagor agrees to make monthly payments hereunder by pre-authorized Automatic Chequing and will supply the Mortgagee with written authorization to debit the Mortgagor's current chequing account on the due date of the mortgage payments.

### PREPAYMENT PRIVILEGE

The loan has a fixed term, and may not be repaid before the Maturity Date, except as set out below.

The Mortgagor may, without penalty and if not in default hereunder:

- a) Make lump sum payments of up to 20% of the original principal amount of the Loan in each twelve month period starting on the Interest Adjustment Date or the anniversary of that date; and/or
- b) Increase the amount of the Instalment by up to twenty percent (20%) of the original Instalment amount once in each twelve month period starting on the Interest Adjustment Date of the anniversary of that date.

These privileges expire if not exercised in a given twelve-month period, and may not be accumulated from period to period. These privileges do not apply where the Mortgagor wishes to prepay the Loan in full or make a prepayment of more than 20% of the original principal amount.

### PREPAYMENT CHARGES

Should the Mortgagor wish to repay the Loan in full or repay more than 20% of the original principal amount of the Loan prior to the Maturity Date, and so long as the Mortgagor is not in default hereunder the following provisions apply:

- a) If the original term of the Loan was 5 years or less, the Mortgagor may prepay all or a portion of the outstanding principal balance of the Loan, by paying that amount, all accrued and unpaid interest on that amount, and the greater of:
  - i. Three (3) months' interest at the Loan Interest Rate calculated on the principal amount prepaid; or
  - ii. An interest rate differential for the remaining term of the Loan calculated at the date of the prepayment as the difference between the Loan Interest Rate and the Lender's then current mortgage interest rate of a new loan with a term that is closest to the remaining term of the Loan (less any discount being offered on such new loans), calculated on the principal amount repaid.
- b) If the original term of the Loan was greater than 5 years and the Mortgagor is a natural person, the Mortgagor may choose to prepay all or a portion of the outstanding principal balance of the Loan, plus any accrued and unpaid interest on that amount, at any time prior to the Maturity Date, provided that when such payment is made after the fifth (5<sup>th</sup>) anniversary of the Interest Adjustment Date, the Mortgagor shall also be required to pay an amount equal to three (3) months' interest calculated on the principal amount prepaid at the Loan Interest Rate.
- c) If the original term of the Loan was greater than 5 years and the Mortgagor is a natural person, the Mortgagor may repay the outstanding principal balance of the Loan, plus any accrued and unpaid interest on that amount, at any time prior to the Maturity Date, provided that when such payment is made earlier than, or on, the fifth (5<sup>th</sup>) anniversary of the Interest Adjustment Date, the Mortgagor shall also be required to pay an amount equal to:
  - i. An interest rate differential to the 5<sup>th</sup> year calculated as the difference between the Loan Interest Rate and the Lender's then current loan interest rate for a loan having a 5-year term (less any discount being offered on such new loans), and calculated on the principal amount prepaid; plus
  - ii. Three (3) months' interest calculated on the principal amount prepaid at the Loan Interest Rate.



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### MUNICIPAL TAXES

Should the Mortgagee deem it necessary, we will establish a property tax account for the Mortgage and the amount shown in the mortgage approval is the amount that you must pay to us each month for deposit into the property tax account to pay property taxes when due. We may adjust this amount from time to time and we will let you know in advance if we do. If there are not enough funds in the property tax account to pay your property taxes when due, we may still choose to pay the taxes and you must pay us interest on any deficiency in the property tax account at the Mortgage Interest Rate. Credit balances will bear interest at the prevailing rate paid by major banks on savings/chequing accounts on minimum monthly balances

In the event the Mortgagee allows the Mortgagor to pay their own taxes, you will be paying your own property taxes directly to the municipality and you agree to pay all property taxes and other levies directly to the municipality as they become due and provide proof of payment to us every year.

In either case, all property taxes, penalties, interest and other related amounts must be paid in full to the Date of the Advance

### CONDOMINIUM

If the Charge is of land within a condominium registered pursuant to the Condominium Act the following provision shall apply. In the event that the Purchaser sells, transfers, assigns or conveys any parking unit(s) encumbered by the Charge while retaining title to (or ownership of) the dwelling unit so encumbered by the Charge, or in the event that the Purchaser sells, transfers, assigns or conveys the aforementioned parking unit(s) as well as the said dwelling unit but to different purchasers, transferees or assignees, then in either case the total outstanding principal and interest indebtedness secured by the Charge shall become due and payable.

### RIGHT OF ENTRY

The Mortgagee or any agent or representative of the Mortgagee or any agent or representative of Canada Mortgage and Housing Corporation (hereinafter called "CMHC") may, at any time, before and after default, and for any purpose deemed necessary by the Lender or CMHC, enter upon the Mortgaged/Hypothecated Property to inspect the lands and buildings thereon. Without in any way limiting the generality of the foregoing, the Mortgagee or CMHC (or their respective agents or representatives) may enter upon the Mortgaged/Hypothecated Property to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Mortgagee or CMHC and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the Loan Interest Rate, shall be payable by the Mortgagor forthwith and shall form part of the Secured Obligations. The exercise of any of the powers enumerated in this clause shall not deem the Lender, CMHC or their respective agents or representatives to be in possession, management or control of the Hypothecated Property and buildings.

The granting of the Loan or any part thereof or approval for insurance by CMHC is not to be construed or relied on by the Mortgagor(s) and any Guarantor(s)/Covenantor(s) as representing a confirmation of the value or condition of the underlying property whether or not appraisals or inspections are carried out by or for CMHC; nor is it to be construed or relied on by the Mortgagor(s) and any Guarantor(s)/Covenantor(s) as representing a confirmation of the Mortgagor(s) and any Guarantor(s)/Covenantor(s) ability to pay the Loan.

All information obtained from or concerning the Mortgagor(s) and any Guarantor(s)/Covenantor(s) in connection with approving the Loan, including credit bureau information, will be accessible to and may be used by the Lender CMHC, their agents and representatives, and those of their affiliates, for any purpose related to the provision of mortgage insurance generally; the Mortgagor(s) and any Guarantor(s)/Covenantor(s) hereby consent thereto. Any information retained by CMHC in that regard will be subject to federal access to information and privacy legislation.

### RENEWAL

If the mortgage is not renewed or paid by the expiry date of this mortgage, then, at the Mortgagee's option only, the Mortgagee may deem this mortgage to be renewed as of the expiry date for a further one year open term at the mortgage interest rate in effect on the expiry date.



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### **COSTS**

Costs may include service fees to cover reasonable costs and expenses of enforcing the terms of the mortgage; including protecting our security and doing anything that you have promised to do but have not done.

The Mortgagor acknowledges that the lender may charge reasonable fees for all administrative services including, but not limited to, those outlined in the "Schedule of Additional Fees" which has been provided to you with the Statement of Disclosure and the Mortgagor agrees to pay all such charges.

The Mortgagee will charge our fees in effect at the time the Mortgagee processes the request. Fees must be paid immediately. Fees not paid when due may lead to the withholding of services or approval for which the fee remains owing or, the Mortgagee may declare that the Mortgagor is in default on the mortgage, or may add these fees to the loan amount, or do both. Interest will be charged to the Mortgagor on these fees at the mortgage rate from the date the fees are incurred.

All references to the "Fee Schedule" in the loan documents refer to the Fee Schedule and its provisions. The listing of any particular fee does not imply that the lender is liable to provide the service listed. The fees in effect at any particular time are available online at [www.agf.com](http://www.agf.com), or by contacting us.

### **CONFLICT**

In the event of any conflict, inconsistency or ambiguity between the following documents that shall be interpreted in the following priority:

Priority 1	Schedule of Additional Terms
Priority 2	Other Schedules attached to and forming part of this Mortgage
Priority 3	Main Body of this Mortgage
Priority 4	Standard Charge Terms / Additional Terms and Conditions

Any and all funds received for payment of this mortgage after 2:00 p.m. Eastern Standard Time will be deemed to be received on the next business day.