

## SET OF STANDARD MORTGAGE TERMS

### Province of Nova Scotia

The following set of standard mortgage terms is included in every mortgage in which it is incorporated by reference thereto, or, as the case may be, in every mortgage to which it is attached, except to the extent that the provisions of these terms are modified by additions, amendments or deletions as set forth elsewhere in the mortgage.

### PART I - DEFINITIONS

In this set of standard mortgage terms, unless otherwise defined or the context in which they are used necessarily otherwise requires, the following words and expressions mean:

- (a) **Applicable Mortgage Law** means the laws (including statutes, regulations made under statutes, common law and equity) applicable to the Land and Your Property, pursuant to which you provide the Mortgage to us, and which govern the Mortgage.
- (b) **Balance Due Date** means the date set out in a Loan Details Area and identified or described as such, [and, where the Land is situated in New Brunswick, means the "Maturity Date" set out in a Loan Details Area and identified or described as such, or, such Balance Due Date, or as the case may be, such "Maturity Date"], and this expression also means such date as changed in accordance with the terms of the Mortgage or by agreement between you and us.
- (c) **Cap Rate** means the interest rate set out in a Loan Details Area and identified or described as such, and also means such rate as changed in accordance with the terms of the Mortgage or by agreement between you and us.
- (d) **CMHC** means Canada Mortgage and Housing Corporation and its successors and assigns.
- (e) **Condominium Act** means the legislation enacted in the jurisdiction in which Your Property is situated which authorizes or provides for the establishment of condominium or strata title property regimes (whether entitled "Condominium Act", "Strata Titles Act" or otherwise) as such legislation is amended, enacted or re-enacted from time to time, and, "condominium unit" shall have the same meaning as "strata unit" or "strata lot", as the case may be.
- (f) **Current Mortgage Rate** means the rate of interest applicable to the Loan at any particular time described or provided for in paragraph 2(a) of Part III of these Terms.
- (g) **Current Reinvestment Rate** means, on a date of prepayment referred to in paragraph 3(b) of Part III of these Terms, the interest rate at which we would lend to you on the security of a similar mortgage on Your Property for a term starting on such date of prepayment and ending on the then existing Balance Due Date.
- (h) **Deferred Interest** means interest described as such in paragraph 2(a)(ii)(A) of Part III of these Terms.

- (i) **First Payment Date** means the date set out in a Loan Details Area and identified or described as such, and also means such date as changed in accordance with the terms of the Mortgage or by agreement between you and us.
- (j) **GEMICO** means GE Capital Mortgage Insurance Company (Canada) and its successors and assigns.
- (k) **Guarantor** means any person who signs the Mortgage as a guarantor or as a covenantor.
- (l) **Hazardous Substance** means a substance or condition that is prohibited, controlled or otherwise regulated or is otherwise hazardous in fact such as contaminants, pollutants, toxic, dangerous or hazardous substances, toxic, dangerous or hazardous materials, designated substances, controlled products, including without limitation, wastes, subject wastes, urea formaldehyde foam type of insulation, asbestos or asbestos-containing materials, PCBs or PCB contaminated fluids or equipment, explosives, radioactive substances, petroleum and associated products, underground storage tanks or surface impoundments
- (m) **Interest Adjustment Date** means the date set out in a Loan Details Area and identified or described as such, and also means such date as changed in accordance with the terms of the Mortgage or by agreement between you and us.
- (n) **Interest Rate** means the rate set out in a Loan Details Area and identified or described as such, and also means such rate as changed in accordance with the terms of the Mortgage or by agreement between you and us.
- (o) **Land** means the land legally described in a Loan Details Area or in a part of the Mortgage other than these Terms, and identified or described as such, and where the land which is mortgaged and charged by this Mortgage is situated in New Brunswick, "Land" means the land identified by the Parcel Identifier or other distinguishing number set forth elsewhere in the Mortgage.
- (p) **Last Payment Date** means the date set out in a Loan Details Area and identified or described as such, and also means such date or as changed in accordance with the terms of the Mortgage or by agreement between you and us.
- (q) **Lease** means the lease under which you now or hereafter hold possession of Your Property as lessee or tenant thereof (which is referred to in paragraph 1(b) of Part IV of these Terms).
- (r) **Loan** means a particular loan or credit facility which the Mortgage is intended to secure and which may be referred to in the Loan Agreement.
- (s) **Loan Agreement** means the agreement, whether in the form of a letter agreement or a more formal agreement (if any such agreement has been or is hereafter entered into) between you and us which refers to or provides for the making of the Loan by us to you, and includes any promises or representations which you make in any application to us for the Loan and any communication we make to you renewing, extending or amending the terms of the Loan or the Loan Agreement and/or the Mortgage, together with all

other amendments, supplements and restatements of the Mortgage and/or of the Loan Agreement as may from time to time exist.

- (t) **Loan Amount** means the Principal Amount, interest and all other amounts owing to us from time to time under and as secured by the Mortgage.
- (u) **Loan Details Area** means a portion, paragraph, area, box or field in a part of the Mortgage other than these Terms in which information or data pertaining to the indebtedness secured or intended to be secured by the Mortgage is set forth.
- (v) **Lock and Roll Rollover Period** means the period set out in a Loan Details Area and identified or described as such, and also means such period as changed in accordance with the terms of the Mortgage or by agreement between you and us.
- (w) **Mortgage**, when used as a noun, means a mortgage or charge into which these terms are incorporated or to which they are attached, and includes all components of said mortgage or charge in addition to these Terms, and any renewals or amendments to such mortgage or charge.
- (x) **Mortgage Document** means all components of the Mortgage except these Terms, except that if these Terms are physically attached to the rest of the Mortgage Document rather than being incorporated by reference thereto into the Mortgage, then "Mortgage Document" has the same meaning herein as given to the word "Mortgage".
- (y) **Obligations Secured** means your present and future obligations to pay the indebtedness secured by the Mortgage in accordance with your promises and agreements pertaining to same (including those contained in the Mortgage, those contained in the Loan Agreement and those contained in any other present or future agreement which you and we may enter into, modifying or adding to the Obligations Secured or any of them), together with all other obligations which you now or in the future owe to us under the terms of the Mortgage.
- (z) **Original Amortization Period** means the period set out in a Loan Details Area and identified or described as such, and also means such period as changed in accordance with the terms of the Mortgage or by agreement between you and us.
- (aa) **Our Mortgage Posted Rate** means our base lending rate for fixed interest rate loans made by us in Canada in Canadian dollars and announced by us from time to time, and, at any particular time, we may announce (or have previously announced) different Mortgage Posted Rates for fixed interest rate loans with different terms or with other different features. When announcing such rate or rates, we may refer to same as "Our Mortgage Posted Rate" (or "Rates") or by any other name or names chosen by us.
- (bb) **Our Mortgage Prime Rate** means our base lending rate for variable interest rate loans made by us in Canada in Canadian dollars and announced by us from time to time, and, at any particular time, we may announce (or have previously announced) different Mortgage Prime Variable Rates for variable interest rate loans with different terms or with other different features. When announcing such rate or rates, we may refer to same as "Our Mortgage Prime Rate" (or "Rates") or by any other name or names chosen by us.

- (cc) **Paragraph** refers to a numbered paragraph in these Terms.
- (dd) **Payment Frequency** means the frequency of payment required for Regular Payment Amounts set out in a Loan Details Area and identified or described as such, and also means such frequency as changed in accordance with the terms of the Mortgage or by agreement between you and us.
- (ee) **Principal Amount** means the amount set out in a Loan Details Area and identified or described as such, and also means such amount as changed in accordance with the terms of the Mortgage or by agreement between you and us.
- (ff) **Registry Office** means the office from time to time established under Applicable Mortgage Law for the registration, filing or similar recording of the Mortgage, and which includes a record or records of the Land and interests (or some of the interests) therein.
- (gg) **Regular Payment Amount** means the amount set out in a Loan Details Area and identified or described as such, and also means such amount as changed in accordance with the terms of the Mortgage or by agreement between you and us.
- (hh) **Regular Payment Date** means the date set out in a Loan Details Area and identified or described as such, and also means such date as changed in accordance with the terms of the Mortgage or by agreement between you and us.
- (ii) **Schedule** means any document or schedule (except these Terms) attached to and forming part of the Mortgage Document.
- (jj) **Term** means the period of time commencing with the Interest Adjustment Date and ending on the Balance Due Date, or, if increased, decreased or renewed or extended in accordance with the terms of the Mortgage or by agreement between you and us, the then existing term so established as the term of the Loan.
- (kk) **Terms** means this set of standard mortgage terms incorporated into any mortgage which you provide to us and which is either incorporated (pursuant to Applicable Mortgage Law) by reference thereto into the Mortgage in a part of the Mortgage other than these Terms, or which is physically attached to and forms part of the Mortgage Document.
- (ll) **we, our** and **us** mean the mortgagee or chargee described in a Loan Details Area and identified or described as such, and the successors and assigns of the mortgagee or chargee.
- (mm) **you** and **your** mean each person who signs the Mortgage as mortgagor, and the successors and assigns of the mortgagor.
- (nn) **Your Property** means the Land and all buildings and structures now on same or later added, and anything now or later attached to or affixed to the building or the Land, including additions, alterations, substitutions and improvements, together with all growing things (including crops and trees and products of the soil) on, under or upon the Land, and, unless legally excluded from your ownership of the Land, all mines and minerals and sand and gravel on, under or upon same, and together with all from time to time existing easements, covenants, powers, privileges and other rights appurtenant to

or benefiting the Land.

Unless otherwise specified in a part of the Mortgage other than these Terms, all statements of or references to money amounts shall be taken to mean and refer to amounts in Canadian dollars.

## **PART II - MORTGAGING AND PROMISE TO FULFILL OBLIGATIONS**

In return for our extending credit to you (including our making the Loan or any of it to you from time to time):

1. You promise and agree to pay, fulfill and perform all of the Obligations Secured in accordance with their terms, and you promise us that all representations or other statements which you have made to us, or which you make to us in the future pertaining to the Loan, the indebtedness now or in the future secured by the Mortgage and Your Property contained in the Loan Agreement, in the Mortgage or elsewhere is now and will, as and when made in the future, be true and correct; and
2.
  - (a) except where the Land is situated in Alberta, to secure the payment, fulfillment and performance of the Obligations Secured, if you are the owner of Your Property, you mortgage and charge to us your entire present and future interests in Your Property;
  - (b) if the Land is situated in Alberta, for the better securing to us of repayment in the manner aforesaid of the principal sum, interest and other monies secured hereby, you hereby mortgage to us all of your estate and interest in the Land;
  - (c) regardless of where the Land is situated, to secure the payment, fulfillment and performance of the Obligations Secured, if you are a tenant or lessee of Your Property under a Lease, you mortgage, charge and sublease to us your entire present and future interests (including any present or future option or right of first refusal to purchase and any present or future option or right given to you to renew or extend any term of your Lease) in Your Property, for the term, including any renewals or extensions of the term (excepting always, in all cases, the last day of any such original or renewed or extended term).

Our interest in Your Property ends when you have paid, fulfilled and performed all of the Obligations Secured and you and we have agreed that the Mortgage will thereafter not be available to secure new credit or advances.

## **PART III - TERMS OF PAYMENT AND REPAYMENT OF YOUR MORTGAGE LOAN**

### **1. TYPES OF MORTGAGE LOANS**

For the purpose of stating different types of payment/repayment terms and provisions which,

unless otherwise specified in the Mortgage, will apply to different types of loans which we make to you and which are secured by the Mortgage, loans which we may make are categorized as follows (and are referred to as such elsewhere in these Terms and/or elsewhere in the Mortgage):

- (a) "Fixed Rate Closed Loan";
- (b) "Fixed Rate Open Loan";
- (c) "Uncapped Variable Rate Loan";
- (d) "Capped Variable Rate Loan";
- (e) "Uncapped Lock and Roll Loan"; and
- (f) "Capped Lock and Roll Loan".

If the Loan we are making to you and which is to be secured by the Mortgage falls within one of the above-described categories of mortgage loans, the same will be indicated by a reference to the appropriate category in a Loan Details Area or in a part of the Mortgage other than these Terms.

If the Loan we are making to you and which is to be secured by the Mortgage does not fall into any of the above-described categories, the same will be stated and described in a Loan Details Area, or in a part of the Mortgage other than these Terms, and in this case, the terms of payment and repayment of the Loan will be set forth in a Loan Details Area or in a part of the Mortgage other than these Terms.

## 2. **INTEREST RATE AND REGULAR PERIODIC PAYMENTS**

- (a) Determination and Application of Interest Rate:

- (i) **Fixed Rate Open Loans and Fixed Rate Closed Loans**

The interest rate payable by you is a fixed rate per annum specified in the Loan Details Area showing same and it is compounded periodically as specified in the Loan Details Area showing same. If the periodic compounding of interest specified in the Loan Details Area showing same is semi-annual, the first semi-annual compounding of interest will take place on the date which is six months after the Interest Adjustment Date, and thereafter, semi-annual compounding of interest will be made at six-month intervals. Interest is payable on the Loan Amount at this rate both before and after the Balance Due Date, default, acceleration and judgment, until the Loan Amount has been paid in full. If interest is compounded more or less frequently than semi-annually, as may be specified in the Loan Details Area showing same, compounding of interest will be made at the frequency indicated in the Loan Details Area showing same with the first calculation to be made on the appropriate date, based on such frequency, following the Interest Adjustment Date, and thereafter at the same frequency.

(ii) **Variable Rate Loans**

(A) **Uncapped Variable Rate Loans**

The interest rate payable by you is a variable rate per annum equal to Our Mortgage Prime Rate plus or minus a certain number of percentage points per annum as specified in the Loan Details Area showing same. The Interest Rate will vary each time there is a change in Our Mortgage Prime Rate. Notice of changes to Our Mortgage Prime Rate will be given via updates to our web site. At any particular time, the Interest Rate chargeable under the Mortgage is called the "Current Mortgage Rate". Interest is payable monthly, compounded monthly not in advance and is payable on the Loan Amount both before and after the Balance Due Date, default, acceleration and judgment, until the Loan Amount has been paid in full.

Our Mortgage Prime Rate and the Current Mortgage Rate payable on the Loan Amount remain in effect until varied as above. The Interest Rate will still vary even if we fail to send you such a notice or you fail to receive it or our web site is not functioning or you are unable to access our web site. Our Mortgage Prime Rate in effect at any time is available from us on our web site (provided that you can access same and it is functioning), or at the toll-free telephone number (provided that it is working and you can access it) provided to you in the Loan Agreement or which we have otherwise advised you.

The amount of interest that has accumulated on the Loan Amount from one Regular Payment Date to the next which exceeds the Regular Payment Amount is called "Deferred Interest". On the next Regular Payment Date, all interest which has accumulated on Deferred Interest from the previous Regular Payment Date shall be added to and become part of the Loan Amount and will bear interest from and including the Regular Payment Date at the Current Mortgage Rate. Regarding this matter, please also see paragraph 3(e) of Part III of these Terms.

(B) **Capped Variable Rate Loans**

The provisions set forth above in paragraph 2(a)(ii)(A) of Part III above for Uncapped Variable Rate Loans apply to a Capped Variable Rate Loan, except that during the Term, the interest rate will never exceed the Cap Rate specified in the Loan Details Area showing same. If your Interest Rate reaches the Cap Rate, then your Loan shall automatically be converted into a Fixed Rate Closed Loan for the balance of the Term with your Interest Rate during such period to be the Cap Rate, and your Regular Payment Amount shall be determined accordingly and shall remain the same during the balance of the Term.

(iii) **Lock and Roll Loans**

(A) **Uncapped Lock and Roll Loans**

The Interest Rate payable by you is a fixed rate per annum equal to Our Mortgage Posted Rate for a term equal to the Lock and Roll Rollover Period applicable to your Loan existing at the time we make the first advance of the Loan to or for you (with such rate to be reduced for such period or periods of time by any interest rate discount or discounts which we have promised you in writing), with the Interest Rate to be adjusted at the beginning of each Lock and Roll Rollover Period thereafter, so that on each such adjustment date, your Interest Rate will be (and continue for the next succeeding Lock and Roll Rollover Period) Our Mortgage Posted Rate for a term equal to your Lock and Roll Rollover Period (with such rate to be reduced for such period or periods of time by any interest rate discount or discounts which we have promised you in writing). Each adjustment in the Interest Rate will be binding on you whether or not we advise you of same, but if you ask us for the adjusted rate, we will advise you of same. At the time of each adjustment, your Regular Payment Amount will also be adjusted based on your new Interest Rate, which will be calculated based on the remainder of the then current amortization period for your Loan.

(B) **Capped Lock and Roll Loans**

The provisions set forth above in paragraph 2(a)(iii)(A) for Uncapped Lock and Roll Loans apply to a Capped Lock and Roll Loan, except that during the Term, your Interest Rate will not exceed the Cap Rate specified in the Loan Details Area showing same, and except that if your Interest Rate reaches the Cap Rate, then your Loan shall automatically be converted into a Fixed Rate Closed Loan for the balance of the Term with your Interest Rate during such period to be the Cap Rate and your Regular Payment Amount shall be determined accordingly and shall remain the same during the balance of the Term.

If you do not make your Regular Payment Amount payments or any other payment when required under the Mortgage, we will charge interest at the rate provided for in the Mortgage on all overdue amounts (including overdue interest), payable and, if not paid, compounded at the same frequencies as are specified in the Mortgage for interest which is payable on the Loan Amount prior to default, such interest to be payable both before and after the Balance Due Date, default, acceleration and judgment. This additional interest must be paid by you immediately when we require, whether we ask for it before or after the Balance Due Date, default, acceleration or judgment.



(b) Regular Repayment of the Loan Amount:

(i) **Currency and Place**

You will pay the Loan Amount to us at the address set out in the Loan Details Area showing same or in such other address as may be stated in the Loan Agreement or as may be otherwise advised to you by us. We may change the place for you to make payments by notice to you at any time.

(ii) **Interest Adjustment Date**

(A) If the Loan is NOT a construction financing loan - interest on advances up to the Interest Adjustment Date will be calculated utilizing simple interest (although if not paid when required by us, interest will be charged on such overdue interest at your Interest Rate) at the rate in effect on the date of each advance, and at our option, such interest will be paid by you monthly in arrears on the first day of each month, or may be deducted by us from any advance or advances we make, or may be deducted by us from the last advance made by us prior to the Interest Adjustment Date. If you have a Variable Rate Loan, interest will be applied at the rate in existence at the time of the making of the first advance, and will be adjusted thereafter from time to time (both before and after the Interest Adjustment Date) at the from time to time existing Current Mortgage Rate. If you have a Capped Variable Rate Loan or a Capped Lock and Roll Loan, interest will be calculated, commencing with the first advance, at the lesser of the Cap Rate and the Interest Rate in existence at the time of the making of the first advance, and thereafter, the Interest Rate will be adjusted in accordance with the applicable interest rate provisions contained in paragraph 2(a) of Part III of these Terms.

(B) If the Loan IS a construction financing mortgage loan - interest at the rate applicable to your Loan will commence to be charged on each advance of the Loan, commencing from the date of each such advance, and such interest shall be determined daily and shall be payable monthly in arrears on the first day of each month from and after the date of the making of the first advance and all such interest shall be fully paid on or before the Interest Adjustment Date for the Loan. Such interest, at our option, may be deducted from any advance or advances we make, or be paid by you to us monthly in arrears on the first day of each month following the first advance, up to and including the Interest Adjustment Date. If any such interest is not paid when due, then interest shall be charged thereon at the Interest Rate until all such interest is fully paid. If the rate of interest applicable to advances

of the Loan (i.e., during construction) is different from the rate of interest which commences to be applicable to the Loan from and after the Interest Adjustment Date, as specified in the Loan Agreement or otherwise agreed between you and us, then the same will be specified in the Mortgage, together with any necessary alterations to the requirements for payment of interest prior to the Interest Adjustment Date set forth in this paragraph 2(b)(ii)(B).

**(iii) Regular Payment Amount Payments**

You will make regular payments of principal and interest to us in amounts equal to the Regular Payment Amount on each of the Regular Payment Dates periodically as specified in the Loan Details Areas showing same, starting with First Payment Date and continuing to and including the Last Payment Date. The full unpaid balance of the Loan Amount shall be payable on the Balance Due Date, or if the Balance Due Date is the same as the Last Payment Date, you will make such payment in full on the Last Payment Date. When not in default, you shall have the privilege of changing your Payment Frequency to any other Payment Frequency then currently offered by us applicable to your Term, provided that you give us not less than ten days' prior notice of your wish to make such change. If your Payment Frequency is so changed, then corresponding changes will be made to your Regular Payment Date and any other terms of the Loan required by virtue of such change in the Payment Frequency. Should you choose to exercise this privilege, an interest adjustment amount may be payable by you.

**(iv) Mandatory Change in Term and/or Amortization (applies only to Uncapped Variable Rate Loans and Capped Variable Rate Loans)**

The Regular Payment Amount is fixed during the Term, unless changed by you pursuant to the terms of the Loan as contained in the Loan Agreement or in the Mortgage. However the Interest Rate for your Loan may be subject to variations as set forth above. Regular Payment Amounts are applied to the current interest on the outstanding principal owing up to the date of such payment, and then the balance, if any, to the Principal Amount. If the annual rate increases, a larger portion of the Regular Payment Amount will be applied to interest, and a smaller portion to principal, with the result that the balance owing on the Balance Due Date may be larger than the amount originally advanced to you by us (or the amount which would have been due on the Balance Due Date if this hadn't happened). If the Interest Rate rises above the rate which has been utilized to determine your Regular Payment Amount with the result that your Regular Payment Amount will no longer cover the interest portion of your Loan owing, then at our option, the Original Amortization Period for the Loan may increase, or you will be required to increase the amount of the Regular Payment Amount so that the Loan will be paid in full over the Original Amortization Period less the amount of time which has elapsed since the Interest Adjustment Date to the date when we

make this determination and requirement. Regarding this matter, please also see paragraph 3(e) of Part III of these Terms.

(v) **Alternative Payment Provisions on Default**

If you fail to make any payment or do not fulfill and perform any of the others of the Obligations Secured, you must immediately pay to us all outstanding arrears. We may, if we wish, also require you to make all subsequent payments of principal and interest, taxes and life insurance premiums (if applicable) on a monthly basis. In such an event, we may also require you to pay interest to the first day of the following month within fifteen days of notice from us for same, which will be added to the Loan Amount if you do not do so. We may also exercise the rights which we additionally have under paragraph 14 of Part IV of these Terms if a payment owed by you is dishonoured, or not made or not made in full.

(vi) **Bank Account for Payments**

You must maintain an account with a Canadian financial institution (a chartered bank, trust company, credit union or caisse populaire) and provide us with authorization to automatically debit each payment of principal, interest, taxes and life insurance premium (if applicable) when due. You must make sure that the account always contains sufficient funds to meet each payment. Failure to maintain sufficient funds in the account, cancellation of the authorization or closing of the account will be considered to be a default under the Mortgage. You agree to pay us our from time to time existing administration and processing fees for any actions which we have to take under this paragraph.

(vii) **Application of Your Payments**

Each payment by you of the Regular Payment Amount will be used in the following order (a) to pay collection expenses, if any; (b) to bring into good standing any accounts in which funds are held pending payment to third parties, including accounts which are or have been debited in respect of the Loan or the Mortgage, including tax accounts ("Escrow Accounts"); (c) to pay interest or to reduce the interest on the principal amount accumulated to but not including the date upon which such Regular Payment Amount is received; and (d) to reduce the Principal Amount of the Loan Amount. However, if you are in default of any of the Obligations Secured, we may apply your payment or any other money we receive towards any part of the outstanding Loan Amount we choose. You may pay arrears of interest by separate payment, as your Regular Payment Amount will not be applied to such interest. Information concerning the amount of interest in arrears may be obtained by contacting us.

### 3. PARTICULAR RIGHTS/PRIVILEGES

#### (a) Changes in the Regular Payment Amount

Unless otherwise specified in a Schedule, the following provisions apply to all Loans secured by the Mortgage:

##### (i) **Increase or Decrease of Regular Payment Amount**

(A) Once, at any time during each calendar year, you may increase the amount of your Regular Payment Amount without penalty by an amount equal to 15% of the amount of your Regular Payment Amount in effect at the beginning of such calendar year, provided that you give us notice of your intention to make such increased payment not less than ten days prior to the Regular Payment Date on which you intend to commence to make such increased payment. The total of these increases during the Term may not exceed 100% of the first Regular Payment Amount which is due in each respective calendar year.

(B) Once, at any time during each calendar year, you may decrease the amount of your Regular Payment Amount, provided that you give us the same prior notice as required for an increase as stated in subclause (A) above, and provided that the resulting reamortization period does not exceed the Original Amortization Period, less the amount of time that has elapsed since the Interest Adjustment Date.

##### (ii) **Double Monthly Prepayment Privilege**

When not in default hereunder, you shall have the non-cumulative privilege of paying, without penalty, on each Regular Payment Date, an additional amount exactly equal to the Regular Payment Amount.

#### (b) Unlimited Amount and Partial Lump Sum Amount Prepayments

Unless otherwise specified in a Schedule, the following provisions apply only to those types of Loans as specified below:

##### (i) **Closed Fixed Rate Loans**

If the Term is greater than five years, you may prepay the whole (but not a part only) of the Loan amount at any time after the end of the fifth year of the Term without notice, and if you so prepay, you agree to also pay us interest accrued to the date of prepayment plus three months' further interest at the Interest Rate on the principal amount of the Loan Amount prepaid.

If the Term is equal to five years or less, you may prepay in whole or in part, from time to time without notice, the principal amount of the Loan Amount, and if you so prepay, you agree to also pay us interest accrued to the date of prepayment, plus an amount equal to the greater of:

- (A) three months' interest at your Interest Rate on the principal amount prepaid; and
- (B) the amount, if any, by which the interest which we would have received over the balance of the Term if you had not prepaid on the amount prepaid by you, exceeds the interest which we would receive over the balance of the Term on the amount you prepay at the Current Reinvestment Rate.

(ii) **Open Fixed Rate Loans**

You may prepay at any time and from time to time, in whole or in part (a part prepayment shall be not less than \$100.00), the principal amount of the Loan Amount without notice, and if you so prepay, you agree to also pay us interest accrued to the date of prepayment, but you are not required to pay us any additional amount on account of interest or a bonus or a penalty.

(iii) **Uncapped Variable Rate Loans**

You may prepay at any time the whole (but not a part only), without notice, the principal amount of the Loan Amount, and if you so prepay, you agree to also pay us interest accrued to the date of prepayment plus three months' further interest at the Interest Rate on the principal amount of the Loan Amount prepaid.

If the Mortgage is CMHC-insured, you may prepay at any time the whole (but not part only), without notice, the principal amount of the Loan Amount, (provided that the prepayment shall not be made on a Regular Payment Date), and if you so prepay, you agree to also pay us interest accrued to the date of prepayment on the principal amount of the Loan Amount so prepaid, provided however that you are only entitled to exercise this prepayment right if the Interest Rate has increased after when you made your Regular Payment Amount on your most recently occurring Regular Payment Date.

(iv) **Capped Variable Rate Loans**

You may prepay, at any time and from time to time, in whole or in part, the principal amount of the Loan Amount without notice, and if you so prepay, you agree to also pay us interest accrued to the date of prepayment, plus an amount equal to the greater of:

- (A) three months' interest at the Cap Rate on the principal amount of the Loan Amount prepaid by you; and

(B) the amount, if any, by which the interest which we would have received over the balance of the Term if you had not prepaid on the amount prepaid by you at the Cap Rate, exceeds the interest which we would receive over the balance of the Term on the amount of your prepayment at the Current Reinvestment Rate.

(v) **Uncapped Lock and Roll Loans**

You may prepay, at any time and from time to time, in whole or in part, the principal amount of the Loan Amount without notice, and if you so prepay, you agree to also pay us interest accrued to the date of prepayment plus three months' further interest at the Interest Rate on the principal amount of the Loan Amount prepaid.

(vi) **Capped Lock and Roll Loans**

You may prepay, at any time and from time to time, in whole or in part, the principal amount of the Loan Amount without notice, and if you so prepay, you agree to also pay us interest accrued to the date of prepayment, plus an amount equal to the greater of:

(A) three months' further interest at the Cap Rate on the principal amount prepaid; and

(B) the amount, if any, by which the interest which we would have received over the balance of the Term if you had not prepaid on the amount prepaid by you at the Cap Rate exceeds the interest which we would receive over the balance of the Term on the amount of your prepayment at the Current Reinvestment Rate.

Whenever you exercise a right you have to prepay in part, the principal amount prepaid will be applied by us to satisfy the principal components of what would have been your Regular Payment Amount payments which you would have been obliged to have made if you had not prepaid, in inverse order of their due dates, and any such prepayment by you will not reduce the amount of the Regular Payment Amount payments due following the time of prepayment.

Except where you are entitled to exercise your prepayment right set forth in subparagraph 3(b)(i) above, you are only entitled to exercise the prepayment rights set forth in said subparagraph if, at the time you wish to do so, you are not in default in the payment, fulfillment or performance of any of the Obligations Secured.

Unless otherwise specified in a part of the Mortgage other than these Terms, the following prepayment provision applies to all Loans secured by the Mortgage:

**Prepayment of 15% of Principal**

During each calendar year, you may prepay (in the aggregate) up to 15%

of the original Principal Amount of the Loan without notice, bonus or penalty. Each prepayment must be made on a Regular Payment Date and shall be not less than \$100.00. If you do not use this privilege in a particular calendar year, you cannot carry forward this right of prepayment for that calendar year to any following calendar year. This right of prepayment without notice, bonus or a penalty does not apply if you prepay the Loan Amount in full. This is the case even if you have not yet used this right of prepayment in the calendar year during which the Loan is prepaid in full. By way of example, if during a particular calendar year, you wish to exercise a prepayment in whole right which you have under the terms of the Mortgage, but you have not previously during such calendar year exercised your right under this paragraph to make a 15% of the original Principal Amount prepayment, you will not be entitled to calculate the amount of your prepayment penalty (if applicable) based on the assumption that your prepayment in whole includes a prepayment which you might have previously made during the calendar year under this paragraph (but did not do so), so that your prepayment penalty shall be calculated upon and with reference to the total amount prepaid in whole by you.

If the Loan secured by the Mortgage is renewed or extended for a further term or terms beyond the original Term (and with respect to and so often as any such further or additional renewal or extension is granted by us), where any prepayment rights or privileges for your Loan which have been provided to you are specified to be determined in accordance with, or are defined with reference to the Interest Adjustment Rate, the same shall, with respect to any such extension or renewal term, be determined in accordance with and defined with reference to the Loan renewal date, and the loan renewal date is the date upon which the Term for the renewed or extended Loan commences.

(c) Early Renewal

Unless otherwise specified in a part of the Mortgage other than these Terms, the following provisions apply only to a Closed Fixed Rate Loan where Your Property does not comprise more than four living units and is not used, in whole or in part, for commercial, industrial or other non-residential purposes.

If you have complied with all of your obligations under the Mortgage, and provided that we do not exercise our sole and unfettered discretion to refuse to permit you to renew or extend as hereinafter specified, then you may renew or extend the Term of the Loan and the Mortgage before the Balance Due Date. You must contact us to exercise your right of early renewal. You will be able to renew the Loan and Mortgage by selecting from the mortgage loan options and programmes that we offer at the time that you apply for early renewal, and you must sign a mortgage amending agreement/early renewal agreement ("Renewal Agreement") acceptable to us which will contain all amended terms, conditions and provisions of the Loan and Mortgage which we deem necessary and which reflect your choice of such options and programmes. The interest rate payable by you will be a combination (as determined by us) of your Interest Rate for the balance of the current Term and the interest rate applicable to the renewal Term

that you select. You agree to pay us any processing or administration fees to early renew, together with any accumulated interest which may result from a change in your Payment Frequency. You also agree that you will pay all legal expenses with respect to the renewal documentation and its registration, which will include, if we deem it necessary, costs incurred for the purpose of obtaining consents of other persons holding registered interests against Your Property and preparing and registering the Renewal Agreement at the Registry Office. Subject to your obligation to pay our costs and our then-applicable regular administration fee for early renewals, you will be entitled to exercise your right of early renewal without having to pay us any amount on account of interest, any bonus or any penalty.

Notwithstanding anything set forth in the Mortgage or which may or might be implied therefrom (including the foregoing provisions in this paragraph 3), you agree with us that whether or not there are any one or more extensions or renewals of the Term of the Loan and the Mortgage (including any early renewal or renewals), any renewal or extension shall be in our sole and unfettered discretion and you do not have any right or entitlement to require us to provide any renewal or extension, even though you have complied with all of your obligations under the Mortgage.

(d) Convertibility

(i) Unless otherwise specified in a part of the Mortgage other than these Terms, the following provisions apply only to those types of Loans as specified below. You may only exercise your respective right of conversion if, at the time you request conversion, you are in full and current compliance with all of the Obligations Secured. If you wish to convert, you must give us not less than ten days' prior written notice of the day upon which you wish to have the conversion made.

(ii) The interest rate and terms and provisions applicable to the converted Loan and Mortgage will be those offered by us to you at the time of conversion, and the following-described requirements/provisions will apply where the conversion is FROM the following-described types of Loans:

(A) **Closed Fixed Rate Loans with an existing Term of six or twelve months** - if Your Property contains no more than four living units (and where Your Property is part of a condominium regime, where Your Property does not constitute more than one condominium unit), conversion shall be to any of the types of loans described in subparagraphs (a) to (f), both inclusive, in paragraph 1 of Part III of these Terms, provided that such converted loan shall have a term of not less than three years.

(B) **Uncapped Variable Rate Loans** - conversion shall be to a Closed Fixed Rate Loan with a term equal to or greater than the remainder of the Term (but the converted term will not be greater than what we are then offering) and you must pay us an amount



equal to one month's interest on the principal balance of the Loan Amount at the time of conversion at a rate equal to the Interest Rate applicable at the time of conversion, if the conversion occurs during the first two years of the Term, and, if conversion occurs after the first two years of the Term, you are not required to pay anything further to us (except for our then-current usual administrative charges and all legal expenses referred to below).

- (C) **Capped Variable Rate Loan** - except where your Interest Rate has reached the Cap Rate, in which event, the conversion rights in this subparagraph will not apply at all, conversion shall be to a Closed Fixed Rate Loan and the interest rate applicable to same will be the Cap Rate for the remainder of the Term, except that where the conversion term you choose is for a period of time greater than the remainder of the Term, the interest rate applicable to the converted Loan will be a rate which blends (as determined by us) (i) the Cap Rate immediately prior to conversion, and, (ii) the rate of interest we offer at the time of conversion for a similar type of mortgage with a term similar to the term under the converted Loan
  
- (D) **Uncapped Lock and Roll Loan** - conversion shall be to a Closed Fixed Rate Loan, and if the term applicable to the converted Loan is equal to or greater than the remainder of the Term, no further amount has to then be paid to us in consideration of the conversion except our then-current administration fees and legal expenses referred to below, provided that if the term for the converted Loan is less than the remainder of the Term prior to conversion, you will pay us, in consideration of our permitting the conversion, an amount equal to the greater of:
  - (I) three months' interest at the interest rate in effect at the time of conversion on the principal amount of the Loan Amount; and
  - (II) the amount, if any, by which the interest which we would have received exceeds the interest at the Current Reinvestment Rate on the Loan Amount at the time of conversion which we would have obtained on the Loan, calculated on the basis that the Loan is converted to a Fixed Rate Loan over a period of time equal to the difference between what would have been the balance of the Term of the Loan if it had not been converted and the (shorter) term of the converted Loan.
  
- (E) **Capped Lock and Roll Loan** - except where your Interest Rate has reached the Cap Rate, in which event, the conversion rights in this subparagraph will not apply at all, conversion shall be to a Closed Fixed Rate Loan and the interest rate applicable to the converted Loan shall be the Cap Rate in existence at the time of

conversion, and such rate shall apply if the term of the converted Loan is not greater than the Term, provided that if the term of the converted Loan is greater than the remainder of the Term, then the interest rate applicable to the converted Loan during its term will be a blended rate (as determined by us) utilizing the Cap Rate and determined in the same manner as specified in paragraph 3(d)(ii)(C) of Part III above.

- (iii) You will be able to convert the Loan and Mortgage by selecting from the mortgage loan options and programmes that we offer at the time you request conversion to occur, and you must sign our mortgage amending/conversion agreement which will contain all required amended terms for the converted Loan, and all required conditions and provisions of the Mortgage as amended. The interest rate for the converted Loan payable by you will be our interest rate for the mortgage option and/or programme selected by you in effect at the date you sign the amending/conversion agreement. You agree to pay us any processing or administration fees in connection with the conversion, together with any accumulated interest which may result from a change in your Payment Frequency to be made. You also agree that you will pay all legal expenses with respect to the conversion documentation, including the amending/conversion agreement and its registration at the Registry Office. You will also pay all costs which may be required in order to obtain (and register) the consents to the amendment/conversion from all persons having registered claims or interests against Your Property in order to confirm the continuing priority of the Mortgage and to enable it to be registered.
- (iv) Once the Loan and Mortgage have been converted, the prepayment privileges for the Loan which existed prior to the conversion will no longer apply and the prepayment privileges, if any, will be those included in the conversion option or conversion programme which you and we agree to, or will be those contained in the amending/conversion agreement.

(e) Designated Amount

Unless otherwise specified in a part of the Mortgage other than these Terms, the following provisions in this paragraph apply only to Uncapped Variable Rate Loans and Capped Variable Rate Loans.

- (i) **Designated Amount** shall mean the lesser of:
  - (A) the original principal amount of the Loan advanced to or for you; and
  - (B) (I) if you have a conventional mortgage loan (meaning a mortgage loan not insured by CMHC or by GEMICO) - 75% or such lesser percentage as established by us of the fair market value of Your Property as established by an up-to-date appraisal report of Your Property which either we

may obtain (at your expense), from a real estate appraiser acceptable to us (who may be an employee of ours), or which you provide to us, signed by a real estate appraiser first approved in writing by us; or

- (II) if you have a CMHC or a GEMICO-insured mortgage Loan - the lesser of:
  - (1) 90% for Uncapped Variable Rate Loans or 95% for Capped Variable Rate Loans, of the lesser of the appraised value or purchase price of Your Property, plus the CMHC or, as the case may be, the GEMICO insurance premium; and
  - (2) 105% of the original principal amount of the Loan advanced to or for you, including the CMHC or, as the case may be, the GEMICO insurance premium.
- (ii) If at any time the Loan Amount exceeds the Designated Amount (whether by reason of the capitalization of Deferred Interest as referred to in paragraph 2(a)(ii)(A) or in paragraph 2(b)(iv) of Part III of these Terms or otherwise), you shall be required to take one of the following actions:
  - (A) increase the amount of each Regular Payment Amount payment sufficiently in order to amortize the then-existing principal balance of the Loan Amount over the remainder of the Original Amortization Period based on the greater of Our Mortgage Posted Rate for a three-year term and Our Mortgage Prime Rate plus 1.5 percent per annum; or
  - (B) reduce the total amount of the principal balance of the Loan Amount then owing by making a lump sum payment to us sufficient to reduce such total amount to an amount less than the Designated Amount, and increase the amount of each Regular Payment Amount as specified in subclause (a) above to take into account increased interest rates; or
  - (C) convert the Loan and Mortgage to a Closed Fixed Rate Loan, which conversion shall be in accordance with the provisions relating to conversion of Uncapped Variable Rate Loans or, as the case requires, Capped Variable Rate Loans set forth in paragraph 3(d) of Part III of these Terms above.

Notwithstanding the foregoing provisions of this subparagraph (ii), in the event that prior to the Loan Amount exceeding the Designated Amount, we anticipate that this will happen, whether by reason of the capitalization of Deferred Interest as aforementioned on an ongoing basis or otherwise, we shall, upon making such determination, be entitled to require you to take either one of the actions described in subclauses (A), (B) or (C) above.

If you fail to take such of the actions described in subclauses (A), (B) or (C) above which we require of you, within the time which we have specified in a notice to you, then, at our option, the full unpaid amount of the Loan Amount will become immediately due and payable, or we shall thereupon be entitled to take either of the actions described in subclauses (A) or (C) above.

#### **PART IV - PROVISIONS RELATING TO THE SECURITY**

##### **1. CERTAIN PROMISES YOU MAKE TO US**

- (a) You promise, warrant and agree with us that:
- (i) You will pay the Loan Amount as required by the Mortgage, will pay property taxes assessed against Your Property to us or the tax office as applicable and will comply with all other obligations of the Mortgage;
  - (ii) unless you are the tenant or lessee of Your Property, you have good title to your interest in the Land and are the lawful freehold owner of Your Property and there are no encumbrances affecting title to Your Property, excepting only ones which we have agreed to in writing;
  - (iii) you have the right to mortgage your interest in the Land and give us the Mortgage;
  - (iv) your interest in the Land is free from all encumbrances and there are no limitations or restrictions affecting title to your interest in Your Property or affecting the use of Your Property, except for any restrictions registered in the Registry Office and except for building and zoning laws, and you and Your Property are in compliance with all such restrictions and laws;
  - (v) to the best of your knowledge and belief, after reasonable enquiry and investigation:
    - (A) no part of Your Property or of any adjoining land is or has ever been used to manufacture, refine, handle, treat, store, dispose of or otherwise deal with any Hazardous Substances except in compliance with all laws, regulations and orders; and
    - (B) no part of Your Property contains, has ever contained or will in the future contain any Hazardous Substance, which may lower the value of or adversely affect the marketability of Your Property.

We may (but are not obligated to) require you, at your expense, to obtain an environmental audit of all or any part of Your Property, which environmental audit shall be satisfactory to us, but such audit does not relieve you from your obligations under this paragraph.

If we determine that Your Property or any adjoining land is or has become contaminated with any Hazardous Substances (whether by virtue of the conducting of an environmental audit or otherwise), you will be and be deemed to be in default under the Mortgage and we need not advance or further advance any value (or further value) to or for you.

You agree that we will not be responsible to you or to anyone else by virtue of the existence (now or in the future) of any Hazardous Substance in and about Your Property or by virtue of our conducting one or more environmental audits or by virtue of our choosing to ameliorate or to attempt to ameliorate the existence and effect of any such hazardous substance, and you indemnify us for any liabilities, costs (on a solicitor and his own client full indemnity basis) or claims which we may suffer or sustain by virtue of the existence (present or future) of any Hazardous Substance in or about Your Property. You agree that this indemnification shall continue in effect after repayment of the Loan Amount and after the discharge of the Mortgage.

- (vi) you promise us that for as long as the Mortgage is not discharged, you will not permit any Hazardous Substance to be in or about Your Property, you will immediately advise us if you learn of the existence of any Hazardous Substance in or about any property adjoining Your Property and you will, in the use and occupation of Your Property, at all times, comply with all laws pertaining to the protection of the environment;
  - (vii) you will, at your expense, execute such further assurances of your interest in the Land as may be requisite and sign any other document or take any further action which we may, in our opinion, think necessary to ensure that all your interest in Your Property has been fully charged to us and that the Loan Amount is adequately secured;
  - (viii) if you default in any of the Obligations Secured, we will be entitled to have possession of Your Property without any interference and free and clear of all encumbrances and other claims and interests excepting only those to which we have consented in writing, provided that we will not be deemed to be in possession of Your Property until we or our agent has taken actual physical possession thereof; and
  - (ix) you will take any action necessary to protect your title to Your Property, and will not in any way interfere with our interest in Your Property.
- (b) If you are a tenant or lessee of Your Property, you promise, warrant and agree with us that:
- (i) Your Property is leased to you under a valid Lease (a copy of which you have given us) and it will at all times while the Mortgage is not discharged, be a valid lease in full force and effect, and that you have a good leasehold title to Your Property validly issued to you under applicable law;

- (ii) all rents and other moneys payable under the Lease have been paid and you have complied with all of your other obligations set out in the Lease, in both cases up to the date you sign the Mortgage;
- (iii) you have the unconditional consent of your landlord or lessor (or if such consent has been issued under conditions, we have agreed to same in writing) to, or, you have the right without such consent, to charge your interest in the Lease to us, and any such consent is in writing and has been provided to us;
- (iv) there are no limitations on your interest in the Lease or in your landlord's or lessor's ownership of the property covered by the Lease, except for any set out in the Lease, and except for limitations or restrictions registered against your leasehold title or against the landlord's or lessor's title and except for building and zoning laws, and, you and your landlord or lessor have complied with and will in the future comply with each of the same;
- (v) you will pay rents and other payments required by the Lease as they fall due;
- (vi) you will comply with all your other obligations set out in the Lease;
- (vii) you will not surrender the Lease or cause or permit it to be terminated, and you will notify us in writing immediately upon your learning of any condition or situation which results or may result in a termination of the Lease;
- (viii) you will not make or agree to any change in the Lease without first obtaining our written consent;
- (ix) you will promptly give us a copy of any notice, demand or request which you may receive relating to the Lease, and whenever we ask for it, you will promptly provide us with evidence acceptable to us as to the due performance of the obligations of all parties under the Lease;
- (x) you will, at your expense, sign any other document or take any further action as we may think necessary, in our opinion, to ensure that all your interest in Your Property and in the Lease have been fully charged to us and that the Loan Amount is adequately secured;
- (xi) you will indemnify us against all actions, claims, costs (including legal costs, and on a solicitor and his own client full indemnity basis), demands and liabilities which we may suffer or sustain by virtue of your default under your Lease, and you agree that this indemnity will continue after any discharge of the Mortgage;
- (xii) (A) you will hold the last day of the term of your Lease or any renewal term in trust for us and will only deal with it in such manner as we require;

- (B) at our request, but at your expense, you will transfer to us (or to any person to whom we sell your interest in the property) the last day of the term of the Lease or of any renewal. If we enforce our rights under the Mortgage, then you will hold the last day of the term of the Lease and of any renewal in trust for any person to whom we sell your interest in the property and for that person's legal and personal representatives and successors;
  - (C) you appoint us as your attorney so that we, on your behalf and in your name, may assign the Lease and the last day of the term and of any renewal and convey your interest in the property as we may require to perfect any sale we may make under the default provisions of the Mortgage;
  - (D) we may remove you or any other person as trustee of the trust referred to above and appoint a new trustee or trustees.
- (xiii) you have possession of Your Property in accordance with the terms and requirements of the Lease and you promise us that you will, for so long as the Mortgage is not discharged, so hold Your Property;
  - (xiv) you agree that unless we otherwise consent in writing, neither your giving the Mortgage to us nor any act or omission taken or made by us at any time will make us responsible for the payment and performance of any of the obligations of the tenant or lessee under the Lease or any renewal thereof;
  - (xv) if you acquire the landlord's interest in the property (whether by exercising any option to purchase there may be in the Lease or any renewal thereof or otherwise), the Mortgage will automatically extend to such interest, provided that you agree that we are entitled to require you to provide us with a new mortgage against such additionally acquired interest substantially on the same terms and conditions as those set forth in the Mortgage; and
  - (xvi) you will, if we request you to do so, obtain a written agreement from the landlord under the Lease in which the landlord agrees with us, in a manner satisfactory to us, as to the actions which we may wish to take where you default under either one or both of the Lease and the Mortgage.

## **2. DEMOLITION AND ALTERATIONS**

- (a) You agree not to demolish any building or structure or part of any building or structure on Your Property without first obtaining our written approval and not to make any substantial alterations, additions or improvements to Your Property without first obtaining our written approval to your proposed plans and specifications.

- (b) The above work must be completed, as quickly as possible, in accordance with all governmental requirements and building, plumbing, electrical and other applicable standards that apply to Your Property at your expense, and you will provide us with proof of payment and compliance with governmental requirements and such standards when requested. You must retain all required holdbacks. We may obtain an order vacating any builder's lien and, if we think it necessary, provide financial guarantees or other security to obtain such order. All our expenses, including any charges for providing financial guarantees or other security, are immediately payable by you to us and if you do not pay them, we will add them to the Loan Amount, and the same will be secured by the Mortgage.

**3. INSURANCE (This paragraph does not apply if your property is a single residential condominium unit)**

- (a) You must insure and keep insured all buildings, structures, fixtures and improvements on Your Property for not less than their full replacement value in Canadian dollars until the Mortgage has been discharged. The risks against which you must insure include loss or damage by or from fire with extended perils coverage and by and from such additional perils, risks or events as we may at any time require. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable apparatus are operated on Your Property then you must also insure and keep insured, until the Mortgage has been discharged, against loss or damage by explosion of, or caused by, any such apparatus and against loss or damage caused by the sprinkler system.
- (b) All insurance policies must be carried with a company or companies satisfactory to us and contain provisions which are acceptable to us and must include mortgage clauses in the form approved by The Insurance Bureau of Canada or by us confirming that loss proceeds are payable firstly to us, and we will have the first right to receive and to have a lien on the loss proceeds, unless we otherwise agree in writing. You must, upon our request, let us have certified copies of every insurance policy and, not less than 15 days before any policy expires, evidence of its renewal.
- (c) We may, but are not required to, place and pay for any insurance policy if you fail to do so. If we insure, we need only insure our own interests and not any of yours, and we need only insure to the extent we determine necessary for our purposes. Any premiums or sums of money which we pay for insurance will be immediately payable by you to us or added to the Loan Amount if not so paid and bear interest at your interest rate and the same will be secured by the Mortgage.
- (d) If any loss or damage occurs, you will immediately, at your expense, do everything necessary to enable us to obtain the insurance proceeds. Production of the Mortgage will be sufficient authority for the insurance company to pay the same to us. If you fail to take the steps required to cause the insurance proceeds to be paid to us, you give us full authority to take those steps and all others required and to do so, to the extent required, in your name and on your



behalf. Insurance proceeds may, at our option, in whole or in part be:

- (i) used to repair or rebuild Your Property; and/or
- (ii) paid to you; and/or
- (iii) used to reduce any part of the Loan Amount, whether due or not (and if not due, you agree that if we require it, the full unpaid amount of the Loan Amount will become immediately payable in full for this purpose), and including such additional amount to compensate us for loss of interest which we would otherwise have received over the balance of the term of the Mortgage, determined in accordance with those provisions set forth in Part III of these Terms which are applicable to early repayment of the indebtedness secured by the Mortgage; and/or
- (iv) paid on account of any lien, charge, mortgage or encumbrance registered against the title to Your Property.

#### 4. **PROPERTY TAXES**

- (a) “taxes” mean all taxes, rates and assessments of any nature or kind, including property taxes, school taxes, local improvement rates, and interest and penalties thereon, and any other taxes or similar charges imposed (currently or in the future) against Your Property or our interest in the Mortgage or against us with respect to the same (but excluding any income tax imposed upon us).
- (b) Before or on the Interest Adjustment Date, we may withhold from any advance under the Mortgage any amount we feel necessary to pay or to anticipate future payments of taxes.
- (c) After the Interest Adjustment Date, you agree to pay to us, on each Regular Payment Date, the applicable tax installment based on the estimated annual taxes (as determined by us) that will be payable for the year following such Regular Payment Date divided by the number of payments you are required to make in the year, based on the payment frequency you have chosen for the Mortgage.
- (d) If you wish to take advantage of any discount or to avoid any penalty in connection with the payment of taxes, you will pay to us an appropriate amount in addition to the amount referred to in subparagraph (c). If the taxes on Your Property in any calendar year exceed our estimate, you will pay us the difference on demand. If you do not pay us, we may pay the same and the same will be added to the Loan Amount with interest applicable thereto at the rate and calculated in accordance with the terms of the Mortgage and the same will be secured by the Mortgage. You agree to send us all tax bills and other notices or communications (including notices of assessment or reassessment of Your Property for property tax purposes) relating to taxes as soon as you receive them. We do not have to hold any moneys which you send us under this paragraph in trust, nor pay interest on them, nor apply them to pay taxes more

than once a year. If you do not comply with any of your obligations under the Mortgage, we may if we wish, apply any moneys which we have received under this paragraph to any portion of the Loan Amount.

- (e) Notwithstanding the provisions of this paragraph 4, we may at our option choose not to require payment of taxes to us, in which case you will be responsible for payment of all taxes on Your Property. From time to time, we may require you to pay taxes to us or to pay taxes directly to the property tax office. We may also from time to time permit you to pay taxes on Your Property under any lawful tax instalment payment plan, and if we do so, you will, whenever we ask for it, provide evidence satisfactory to us from the property tax authority that you are in compliance with your payment obligations under such plan. You will provide us with all the receipted tax bills by the end of each calendar year. If, for any reason, you do not pay the taxes when required, then subparagraphs (a) through (d) above will apply.
- (f) You will apply for all government grants, assistance and rebates respecting taxes for Your Property as may from time to time be available.

## **5. REPAIRS, MAINTENANCE AND COMPLIANCE WITH APPLICABLE LAWS**

You must keep Your Property in a good condition and state of repair and carry out all necessary repairs and must not do, or let anyone else do, anything which lowers the value of Your Property.

You will comply with every present and future statute, by-law, ordinance, regulation and order affecting the condition, repair, use or occupation of Your Property.

If, in our opinion, you do not keep Your Property in a good condition and state of repair or do, or allow anything to be done, which lowers its value or do not comply with any of your obligations under this paragraph then we can make whatever repairs are, in our opinion, necessary. The costs of repairs and of any inspections are payable by you immediately and if not paid, will be added to the Loan Amount and secured by the Mortgage. You authorize us to enter Your Property at all reasonable times to inspect and repair, but we will not become a mortgagee in possession by exercising these rights.

As long as the Mortgage is not discharged, you will not change or permit any change in the use of Your Property nor will you request or support any rezoning of Your Property (or any portion of Your Property) without first obtaining our written consent, and, you will not leave Your Property unoccupied without obtaining our prior written consent and if required under any applicable insurance policy, the consent of the insurer.

## **6. NO OBLIGATION TO MAKE ADVANCES TO YOU UNDER THE MORTGAGE**

If we decide, for any reason, that we do not wish to advance to you all or any part of the Principal Amount then we do not have to do so. This applies even if the Mortgage has been signed and registered and whether or not any part of the Principal Amount has previously been advanced. Even so, by signing the Mortgage, you have charged all of your interest in Your

Property to us and you will pay us, on demand, all of our costs, including lawyers' fees (on a solicitor and client basis) and expenses, for investigating title to Your Property and for preparing and registering the Mortgage, and for advancing so much of the Principal Amount as we have actually advanced.

## **7. LEASES AND RENTS**

- (a) If Your Property is intended to be used as owner-occupied residential premises, then you promise and agree that no part of Your Property is rented or occupied by a tenant and you also agree not to rent, lease or enter into a tenancy agreement of all or any part of Your Property or to renew any lease which was entered into prior to your providing us with the Mortgage or any lease to which we have previously consented (other than a renewal provided for in any lease that we have consented to) without your first obtaining our written approval, which we may refuse to provide in our sole discretion. We will not consent to a lease with an option to the tenant to purchase any or all of Your Property.
- (b) If Your Property is a rental property and we have consented to such rental, you hereby assign as security to us all leases, lease agreements and their renewals, whether presently existing or arising in the future; and all rents payable under such leases and agreements; and all rights thereunder as they affect Your Property, together with all guarantees of the tenants' obligations thereunder and all security provided to secure any such guarantee, such security assignment to be a first charge on its subject matters, subject to no prior or equally ranking assignments or charges. You must obtain our prior written approval for any future leases of Your Property or for the renewal of any lease (other than a renewal provided for in any lease which we have previously approved).
- (c) If you lease all or any part of Your Property in the future to another person or persons with our written approval then, you will execute and deliver to us:
  - (i) a security assignment in registerable form acceptable to us of all leases, lease agreements and their renewals, rents payable under such leases and agreements, all guarantees of the tenants' obligations thereunder and all security provided to secure such guarantees and all rights under such leases as they affect Your Property. Such assignment shall be in such form and content as we require and may, at our option, include a provision for estoppel certificates from the tenant or tenants and may also, at our opinion, include a provision for additional particular assignments of individual leases. Such security assignment shall always be a first charge on its subject matters, subject to no prior or equally ranking assignments and charges.
  - (ii) a security assignment in registerable form acceptable to us against your chattels, fixtures and equipment utilized in connection with the occupation, management and utilization of the leased premises (excluding goods which are "consumer goods" within the meaning of any applicable Personal Property Security Act), such security to always be a first charge on its subject matters, subject to no prior or equally ranking

assignments and charges.

You must pay all of our expenses, including legal fees (on a solicitor and his own client full indemnity basis) and registration costs, relating to such additional security, and the amounts we incur therefor, if not paid by you on demand, will, with interest at your Interest Rate, be added to the Loan Amount and secured by such security as well as by the Mortgage.

- (d) If you do not comply with any of your obligations or you breach any of your promises under this paragraph; then at our option the Loan Amount will immediately become due and payable. In this case we may pay to any tenant such amount as is required to obtain the co-operation of the tenant in showing and selling Your Property and obtaining possession from the tenant. You agree that the payment of such an amount will be a cost of realization of our security and will be added to the Loan Amount and will be secured by the Mortgage and the above-described additional security. You appoint us as your attorney and agent to enforce the terms of any lease or agreement entered into by you and to cancel or terminate any lease or agreement.
- (e) Nothing we do under this paragraph 7 will result in us assuming any of the obligations of a mortgagee in possession of Your Property or any part thereof, and we are not and will not be obliged to collect any rent or income from Your Property or any part thereof, nor to comply with any of the obligations of the landlord under any lease or agreement to lease.
- (f) If you are not complying with any of your obligations under the Mortgage or adversely affecting the value of our interest in Your Property, any rental by you of all or any part of Your Property without our written approval shall be considered to have been done to discourage us from taking possession of Your Property or the rented portion thereof.

## **8. CONSTRUCTION MORTGAGE**

If the Mortgage is used to finance an improvement (including any construction or installation on Your Property or any alteration, addition or repair of any building or structure on Your Property), you agree to make the improvement only in accordance with plans and specifications which we have approved in writing and to complete the improvement as quickly as possible and in accordance with all applicable laws.

Subject to our aforementioned right not to make any advances, we may make advances to you under the Mortgage based on progress in completing the improvement or upon its completion or, in the case of a building, its occupation or sale, all of the foregoing to be at such times and in such amounts as we deem appropriate.

If you should fail to complete any improvement, we may, in our sole discretion, have the same completed in such manner as we determine appropriate and upon demand, you will provide us with all of the plans and specifications for the improvement and you will cause any contractors, architects or engineers you have engaged with respect to the improvement to cooperate with us in order to effect completion of the improvement. In paying for completion of such improvement,

we may make advances of the unadvanced portion of any loan secured by the Mortgage, and if such unadvanced monies are insufficient to complete the improvement, we may pay out further monies as we determine appropriate, and all such further monies and such advances of the unadvanced portion of the Loan will be deemed to be advances under the Mortgage and will accrue interest at your Interest Rate and will be secured by the Mortgage, notwithstanding that the total amount so advanced under the Mortgage exceeds the maximum principal or face amount thereof.

In making any such improvement, you will comply with all of your obligations under the applicable builders', construction or mechanics' lien legislation including obligations to make holdbacks.

You authorize us to give any information about the Mortgage and the Loan to anyone who claims a builder's, mechanic's or construction lien against Your Property.

Whether or not the Loan is to be used in whole or in part to finance an improvement, we may retain any or all of the funds from any advance or advances until we are completely satisfied that no builders', construction or mechanics' lien or liens have been registered against the title to Your Property.

## **9. RELEASING YOUR LAND FROM THE MORTGAGE AND POSTPONEMENT OF THE MORTGAGE**

At our option, we may release our interest under the Mortgage in all or part of Your Property and we may postpone our interest under the Mortgage to any one or more other persons with interests in Your Property (existing or future), whether or not we receive any value with respect to any such release or postponement, and we will be accountable to you only for any money or value which we actually receive in connection with any such release or postponement (the amount of same to be in our sole discretion). If we release our interest under the Mortgage in only a part of Your Property, all of the remainder of Your Property will continue to secure the full Loan Amount and all of your other obligations under the Mortgage. No such release or postponement will release any Guarantor of your obligations under the Mortgage and all such guarantee obligations will continue unchanged. To the maximum extent permitted by applicable law, you will be responsible for any costs we incur with respect to any such release or any such postponement, including legal fees (on a solicitor and his own client full indemnity basis) and costs of registration of same.

## **10. SUBDIVISION OF YOUR PROPERTY**

If Your Property or any part of it is subdivided, each part of Your Property (including any part which is not subdivided) will secure payment and performance of all of your obligations under the Mortgage. Nothing in this paragraph shall be taken by you or anyone else to mean that we are promising to agree to any subdivision of Your Property or any part of it.

## **11. RENEWING OR AMENDING THE MORTGAGE**

**(This paragraph is important to all persons having subsequent interests).** At our option,

the Mortgage may from time to time be renewed, extended or amended by written agreement(s) with you, with or without any increase in your Interest Rate. It will not be necessary for us to register the written agreement on title to Your Property in order to retain priority for the Mortgage, as renewed or amended, over any other instrument registered after the Mortgage whether or not there are any other instruments registered on title to Your Property after the Mortgage at the time any written agreement is entered into. The entering into of any written agreement by us with you or with any other person liable to pay the Loan Amount will not release or affect the liability of anyone who does not sign or consent to such written agreement, including any Guarantors. Notwithstanding the foregoing, we may require that at your cost, such written agreement be registered against Your Property and to require anyone else with an interest in Your Property to consent to the written agreement. You agree that no amendment or renewal of the Mortgage shall result merely from our having accepted any payment or payments on account of the Loan Amount after the maturity date of the Mortgage. Nothing in this paragraph shall be taken by you or anyone else that we are promising to agree to any extension, renewal or amendment.

## **12. CERTAIN ACTIONS WE CAN TAKE**

- (a) We can, if we think it is necessary, pay off any encumbrance, mortgage, claim or lien which has priority over or ranks equally with the Mortgage and such payments may be made by us out of any advances of the Loan or by way of additional payments made by us. In any event, you promise us that as long as the Mortgage is not discharged, you will ensure that there are no encumbrances, mortgages, claims or liens which hold priority over or rank equally with the Mortgage. Also, we can pay all expenses which we incur in collecting any money obligation you owe us under the Mortgage and in enforcing any other obligation you have under the Mortgage. To the maximum extent permitted by applicable law, you must immediately reimburse us for all such payments and expenses upon our request for same, and until you have paid them to us, they will be subject to interest at your Interest Rate and will be secured by the Mortgage.
- (b) If you do not comply with any of your obligations under the Mortgage, we can, but are not obliged to, perform or cause those obligations to be performed, in whole or in part as we determine appropriate.
- (c) If you are a tenant or lessee under a Lease of Your Property:
  - (i) we can cure any defaults existing under your Lease at our discretion and you will immediately reimburse us for all payments and expenses which we incur in so doing; and
  - (ii) if you neglect or refuse to renew your Lease when it gives you that right, we can do so and every renewal shall be subject to the Mortgage. You must immediately reimburse us for all payments which we have to make and costs which we incur in taking any of these steps.
- (d) Any payments we make under the Mortgage under this paragraph or otherwise will be added to the Loan Amount, and such payments will be charged interest at your Interest Rate and will be secured by the Mortgage.

- (e) Any interest which accrues as a result of changes requested by you to your Payment Frequency or changes requested by you to the Regular Payment Date will be paid by you and if not so paid upon demand, will be added to the Loan Amount and charged interest at your Interest Rate and will be secured by the Mortgage.
- (f) Both before and after default under the Mortgage, you agree that we have the right to have any employee or agent of us enter upon Your Property for the purpose of inspecting same and you will cooperate with us in making any such inspections. Entry to Your Property or any part of it by any employee or agent of us will not be taken by you or anyone else to mean that we have become a mortgagee in possession.
- (g) If we obtain a judgment with respect to any of the Obligations Secured, those obligations will not merge in such judgment and will continue to be enforceable by us until fully paid and performed.
- (h) If we permit or acquiesce in any non-performance of any of the Obligations Secured or we grant an extension of time for any such performance, this shall not be taken by you or anyone else to be a waiver or forgiveness except with respect to the particular non-performance or particular agreement to extend time which we have consented to in writing.
- (i) Our rights, powers and remedies stated in the Mortgage shall be in addition to and shall not be taken by you or anyone else to exclude our entitlement to utilize any other rights, powers and remedies available to us by applicable law (including Applicable Mortgage Law) or as may be otherwise granted to us. We may exercise any of such rights, powers and remedies from time to time together or separately as we determine appropriate. If we exercise any of those rights, powers and remedies, that will not exclude us from exercising the same rights, powers and remedies on any subsequent occasion.
- (j) We may set-off against any debt we at any time owe to you, any overdue indebtedness secured by this Mortgage.

### **13. DEFAULT**

You will be in default under the Mortgage if any one or more of the following occur:

- (a) You do not make any payment required by the Mortgage;
- (b) You do not perform, fulfill or comply with any of the others of the Obligations Secured;
- (c) We discover that any statement, promise, representation, warranty or agreement you have given or made to us in applying for any of the credit secured or intended to be secured by the Mortgage is untrue;
- (d) Any builder's or mechanic's or construction lien, conditional sale agreement,

notice of security interest or other charge or lien is registered against the title to Your Property or any part of it;

- (e) Any buildings being erected on, or additions, alterations or improvements done to Your Property remain unfinished without work being done on them for a period of ten consecutive days;
- (f) Your Property or any part of it is abandoned;
- (g) There is an event or occurrence, other than the foregoing, which is stated in the Mortgage or in any other agreement between us pertaining to any of the credit secured or intended to be secured by the Mortgage (including, without limitation, any Loan Agreement) as being an event or occurrence of default;
- (h) If default occurs under any other security which you now or in the future provide to us to secure some or all of the Obligations Secured;
- (i) If default occurs under any other mortgage or any lien, charge or encumbrance affecting Your Property or any part of it, including any of same which holds priority over the Mortgage and whether or not we have agreed to such priority;
- (j) If you commence proceedings or any proceedings are commenced against you under the *Bankruptcy and Insolvency Act* (Canada) or any other similar legislation, federal or provincial, which provides for relief to debtors;
- (k) If you are an individual natural person, upon your death or upon your being legally declared incompetent to manage your affairs;
- (l) If you are a corporate body, if your corporate existence ceases;
- (m) If we should lose the benefit of any other security (present or future) which secures some or all of the Obligations Secured, including where we lose the benefit of the guarantee obligations of any Guarantor or any other guarantee, indemnity or similar obligation provided by anyone other than someone who signs the Mortgage as a Guarantor, except for where we provide a written release with respect to such other security or guarantee; and
- (n) If, acting reasonably, we determine that your ability or willingness to pay and fulfill some or all of the obligations secured by the Mortgage is or may be impaired or that the security constituted by the Mortgage is or may be impaired.

#### **14. CONSEQUENCES OF DEFAULT**

You agree that if you are in default under the Mortgage, then:

- (a) At our option, some or all of the full amount of the Loan Amount will immediately become fully due and payable, but such acceleration of payment of the Loan Amount (or any part thereof) will not occur unless and until we have confirmed same in writing to you;



- (b) We will have no further obligation to advance any monies or further monies to you;
- (c) We will have the right to forgive the default, but:
  - (i) such forgiveness may be upon such terms as we determine to be appropriate;
  - (ii) in so forgiving, we are not to be taken by you or anyone else to undertake to forgive any further or other default then existing or which may occur in the future; and
  - (iii) no such forgiveness will be binding on us unless the same is confirmed to you in writing by us; and
- (d) We shall be entitled to exercise any or all of the rights and remedies which we may have consequent upon the occurrence of default.

## 15. OUR REMEDIES ARISING ON DEFAULT

- (a) **Remedies** - If you are in default in the payment, fulfillment or performance of any of the Obligations Secured, or you are otherwise in default under the Mortgage, we shall have the following remedies which we can exercise from time to time and in whatever order we determine appropriate:
  - (i) **Sue you** - Subject to applicable law, we may take such action as is necessary to collect the Loan Amount or any portion thereof. To the maximum extent not prohibited by applicable law, you waive all rights to exceptions from distress and seizure under any applicable law, statutory or otherwise, in force for the time being and, if the Land is situated in Alberta, you also, to the maximum extent not prohibited by applicable law, waive compliance with the provisions of the *Civil Enforcement Act* (Alberta), any amendments thereto or any act passed in amendment or substitution therefor.
  - (ii) **Foreclosure or Sale** - We may take proceedings in court or otherwise as may be permitted by applicable law to:
    - (A) sell your right, title and equity of redemption in Your Property, or any part or parts of Your Property; and
    - (B) foreclose your right, title and equity of redemption in Your Property, or any part or parts of Your Property.

In the case of any such sale, it may (subject to Applicable Mortgage Law) be for cash or credit or partly for cash and partly on credit, by private sale or public auction, and on such terms as can be obtained.

If Your Property is situated in New Brunswick, this includes any power of sale to

which the mortgagee is entitled under *The Property Act* (New Brunswick).

If Your Property is situated in Nova Scotia or in New Brunswick, and we purchase Your Property at a judicial sale pursuant to the provisions of an Order for Foreclosure and Sale and incur reasonable expenses subsequent to the sale for the purpose of protecting Your Property and effecting a sale thereof, you agree to pay all such reasonable expenses to us, including, but without limiting the generality of the foregoing, costs of maintenance, repairs and inspection fees, and realtors' commission and legal fees upon resale by us, and that such reasonable expenses may be recovered by us from the proceeds of the sale or if there are insufficient funds realized at such sale, then the same is to form part of the deficiency.

If your Property is situated in Ontario, this includes a power of sale to which a mortgagee is entitled under Part III of the *Mortgages Act* (Ontario), which may be exercised, if default continues unremedied by your for 15 days, on at least 35 days' written notice to you.

- (iii) **Lease Your Property** - If default continues unremedied by you for 15 days (or such longer period of time as mandated by applicable law), we can, subject to applicable law, on 15 days' (or on notice for such longer period as mandated by applicable law) to you, enter on and lease Your Property or any part or parts thereof; if, default continues for 30 days (or such longer period of time as mandated by applicable law) we may, without notice to you, enter on and lease Your Property or any part or parts of it. We may apply the net proceeds of any lease to reduce any part of the Loan Amount. If the net proceeds do not pay the Loan Amount in full, you must pay us the difference.
- (iv) **Enter on Your Property** - We can enter on Your Property at any time, without your permission, and make any necessary arrangements to inspect, collect rent, manage, repair or complete construction. Any costs we incur, together with interest at your Interest Rate, will be added to the Loan Amount and secured by the Mortgage.
- (v) **Appoint a Receiver** - We can appoint, in writing, a receiver (which includes a receiver and manager) to collect any income from and to manage Your Property. The receiver will be your agent, not ours, and you alone will be responsible for any of the receiver's acts or omissions. We are not accountable for any moneys received by the receiver except to the extent that we actually receive any such moneys. The receiver may use every available remedy which we have under the Mortgage and under Applicable Mortgage Law to sell Your Property or any part or parts thereof, to collect the income from Your Property, to take possession of the whole or part of Your Property or any part or parts thereof, to manage Your Property and to keep it in good condition.

From the income collected, the receiver will pay all rents, taxes, rates, insurance premiums and other expenses required to keep Your Property in good condition; pay his own commission as receiver; pay all amounts

required to keep any encumbrances ranking in priority to the Mortgage in good standing; pay interest owing under the Mortgage; and pay all or any part of the Loan Amount whether it is due or not.

- (vi) **Other Remedies** - We can take any other action and exercise any other remedies which are described elsewhere in the Mortgage or which are available to us under Applicable Mortgage Law as being available to us in the event of any default, including our taking action or paying monies to cure the default, and where we do so by paying out the holder of any other mortgage, claim or interest affecting Your Property (or any part of it), we will be subrogated to the rights and position of the person or persons so paid out.
- (b) **Non-interference** - If, in enforcing our remedies, we take possession of Your Property, you will not interfere with our possession, with that of any receiver we may appoint or with that of any person we may appoint or with that of any person to whom Your Property may be leased or sold, and you will not make any claim against any person to whom Your Property may be leased or sold.
- (c) **Our expenses** - To the maximum extent permitted by applicable law, all of the expenses which we incur in enforcing any of our remedies are payable by you immediately when we require them, and, if not so paid, the same shall be added to the Loan Amount, shall be subject to interest at your Interest Rate and shall be secured by the Mortgage. These expenses include our legal fees on a solicitor and his own client full indemnity basis, all other costs we have to pay to protect our interests and to enforce any of our remedies under the Mortgage and a reasonable allowance for the time and services of our employees and those of the company.
- (d) **Delay in Enforcement** - Our rights will not be affected if we delay in enforcing any of our rights under the Mortgage or give you or anybody else an extension of time. We may still insist on you making all payments on time and complying with your obligations, require payment of the Loan Amount if you are in default and require any other person, including a Guarantor, who has obligations to us under the Mortgage to meet those obligations. If you do not make any payment of the principal amount as required by the Mortgage, we are not obliged to accept subsequent payment unless you also give us interest to the date of subsequent payment.
- (e) **Judgments** - If we obtain any court order or judgment against you in any action to enforce our remedies, the judgment will not prevent us from pursuing our other remedies or rights to enforce your other obligations under the Mortgage, including our right to receive interest as required by the Mortgage.
- (f) **You are responsible for any deficiency** - To the maximum extent permitted by applicable law, you will remain responsible for payment to us of all of the Loan Amount, notwithstanding that we have exercised one or more of our remedies, including, without limitation, the sale of Your Property.

## 16. CONDOMINIUM

This paragraph applies only to those properties which qualify as condominiums under the Condominium Act, (the corporation created by the subjection of the land of which Your Property forms part under the Condominium Act is called the "Condominium Corporation" and the primary document which governs the operation of the condominium project other than the Act, the Condominium Corporation by-laws and rules and regulations is called the "Declaration").

- (a) **Compliance with the Act, etc.** - You will comply with the Condominium Act, the Declaration and the by-laws and rules and regulations of the Condominium Corporation as they exist from time to time.
- (b) **Payment of Amounts and Common Expenses** - You will pay all amounts required by the Condominium Act, the Declaration and by the by-laws of the Condominium Corporation on or before they are due and, if we request, give us proof that you have done so. You must pay common expenses and all other charges levied by the Condominium Corporation against you or with respect to Your Property. If you do not make any payments which you are obligated to pay, we may do so on your behalf and you will be in default under the Mortgage, and if we so pay, that amount will be charged interest at your Interest Rate, be added to the Loan Amount and will be secured by the Mortgage.
- (c) **Notices and Demands** - You will mail to us by prepaid registered mail, or deliver to us, copies of every notice, assessment claim or demand for payment, rule or regulation, request or demand of us to consent to any matter, and every other communication relating to your unit or the common elements of the condominium project so that we receive them at least 5 days before any claim or demand is payable or, in the case of other communications, within 5 days of the date you receive them.
- (d) **Voting Rights** -
  - (i) You authorize us, in your name and on your behalf, when you are in default and we are in possession of Your Property, to exercise your rights under the Condominium Act and the Declaration to vote at any meeting of the Condominium Corporation, and to consent to any matter, to the maximum extent permitted by applicable law.
  - (ii) We may wish not to use our rights to vote or consent and if we do not wish to do so, we may notify the Condominium Corporation, in which case you can vote or consent yourself. Our wish not to vote or consent can be for a limited time or for a particular meeting or matter. When we do vote or consent for you, we are not responsible to protect your interests nor for the way we vote or consent or fail to do so.
- (e) **Acceleration of Repayment of Loan Amount** - At our option, the Loan Amount will become payable immediately if:
  - (i) the government of the property of the condominium project under the Condominium Act is terminated;

- (ii) a vote of the unit owners authorizes the sale of the condominium project or of a part of its common elements;
  - (iii) the Condominium Corporation fails to comply with the Condominium Act, the Declaration, the by-laws or rules and regulations;
  - (iv) the Condominium Corporation fails to insure the units and common elements against destruction or damage by fire and other perils usually insured against for full replacement cost;
  - (v) the Condominium Corporation fails, in our opinion, to manage the condominium project and assets in a careful way or to maintain its assets in good repair; or
  - (vi) the Condominium Corporation fails to insure all the condominium units and common property or common elements according to law and any additional requirements we may have or fails to do all that is necessary to collect insurance proceeds.
- (f) **Insurance** - Under the Condominium Act, the Condominium Corporation must obtain appropriate insurance. In addition, you must insure all improvements which at any time have been made to Your Property against loss and damage by fire and, as well, against such additional risks as we may require. The insurance company or companies must be approved by us. You and the Condominium Corporation or both shall, to the maximum extent not prohibited by applicable law, assign and transfer the policy or policies of insurance and receipts thereof to us and if you or the Condominium Corporation or both fail to keep the buildings and improvements insured or provide us at least fifteen days before the termination of any insurance, evidence of renewal, we are entitled but not obligated to insure the buildings or improvements. You must, if we ask for them, give us certified copies of every insurance policy. If any loss or damage occurs, you will immediately, at your expense, do everything necessary to enable us to obtain the insurance proceeds. These proceeds, as may be permitted by law, may, at our choice, in whole or in part be applied to repair the damage, be paid to you or be applied to reduce any part of the Loan Amount whether or not yet due.

The obligation to insure may be performed by the Condominium Corporation and the proceeds of insurance may be payable in accordance with the Act, the Declaration and the by-laws of the Condominium Corporation. You promise that, in the event of loss or damage, you will fully comply with the terms of all insurance policies and with the insurance provisions of the Condominium Act, the Declaration and the by-laws and that, as a member of the Condominium Corporation, you will insist that the Condominium Corporation fully complies with these terms.

You will do all things necessary to cause the Condominium Corporation, and the insurance trustee, if any, to record notice of this Mortgage and our name and address in their records and you will get the Condominium Corporation, and the insurance trustee, if any, to acknowledge such recording in writing.

## **17. DUE ON SALE AND RELEASE**

If you transfer title to or your ownership of Your Property or any part of it, or agree to do so, to someone without first obtaining our written approval, then the full amount of the Loan Amount will, at our option, immediately become due and payable. If we accept any payment or payments in respect of the Loan from any person whom we have not first approved in writing, this will not mean that we have granted our prior written approval, or that we have given up our right to require you (or the person or persons to whom you have transferred) to pay the Loan Amount in full.

You agree to give us sufficient information to enable us to decide whether we should give our written approval and upon receiving sufficient information, we will make our decision as soon as possible. We will not withhold our approval unreasonably.

We release you from your obligations under the Mortgage and to pay the Loan Amount, and, if applicable, we release any Guarantors from their guarantee if:

- (a) we give our written approval to you to transfer Your Property;
- (b) the transfer is to a person or persons other than yourself so that you will not retain any ownership interest in Your Property after the transfer takes place; and
- (c) you provide us with a copy of the registered Transfer/Deed of Land (with evidence of registration on same under Applicable Mortgage Law), together with a Registry Office-certified true copy of the new title, or as the case may be, registered Deed in favour of/in the name of the approved person or persons, together with such other documents and matters as may have been required by us as a condition of approval of your transfer, including any new guarantee or guarantees we have requested.

If you are a corporation, then for the purpose of this paragraph, you will be considered to have transferred title to Your Property if there is any change in the ownership of the issued capital stock of the corporation or your entering into an agreement to do so, without first obtaining our written approval.

If there is a transfer without our approval, and if we choose to require repayment in full of the Loan Amount, we shall also be entitled to treat such non-approved transfer as not being a default under the Mortgage, and require you (or the transferee) to pay to us both the full amount of the Loan Amount and an amount to compensate us for our loss of interest which we will suffer for the early repayment of the loan in accordance with those provisions of the Mortgage pertaining to early repayment of the Loan which are applicable to your Mortgage.

## **18. ASSUMPTION**

If you are not the original borrower who provided the Mortgage to us, you agree to be bound by all of the obligations of the original borrower under the Mortgage (including the above paragraph headed "DUE ON SALE AND RELEASE") and you will, if we require it, sign and provide us with

an agreement confirming same.

## **19. INSPECTION**

If we, CMHC or GEMICO (if this is a CMHC or a GEMICO insured mortgage), or our respective agents have reason to believe that Your Property or any part of it is not in conformity with any federal, provincial or municipal law or regulation (including, without limitation, ones pertaining to protection and enhancement of the environment), you agree that we, CMHC, GEMICO or our respective agents may, at any time, before or after default, enter and inspect Your Property or any part of it and conduct testing, site assessment, investigation or study which we, CMHC or GEMICO consider necessary. The reasonable cost of this testing, assessment, investigation or study, with interest at your Interest Rate, will be immediately payable by you and shall be added to the Loan Amount and secured by the Mortgage. We, CMHC or GEMICO and our respective agents will not become mortgagees in possession nor will we be taken by you or anyone else to have acquired management or control of Your Property, by virtue of our exercising these rights.

## **20. EXPROPRIATION**

If all of Your Property is expropriated, the full amount of the Loan Amount will immediately become due and payable, together with an amount to compensate us for loss of interest over the balance of the term calculated in accordance with those provisions of the Mortgage dealing with early repayment applicable to your Loan. You will ensure that the full amount of the expropriation proceeds are paid to us to be applied on account of your indebtedness secured by the Mortgage.

If only a part of Your Property is expropriated, the amount you are awarded for the partial expropriation will be paid to us and we will credit it to the Loan Amount. If, in our opinion, the remainder of Your Property does not constitute adequate security for the Loan Amount, then the full amount of the Loan Amount, or such part of the Loan Amount as we determine, will immediately become fully due and payable, together with an amount to compensate us for loss of interest over the balance of the term calculated in accordance with those provisions of the Mortgage dealing with early repayment applicable to your Loan. If the Mortgage remains registered against part of Your Property, then it will stand as security for all of your unpaid obligations, including your obligation to ensure payment of the expropriation proceeds to us.

If you receive any expropriation proceeds, you will hold them in trust for us and account to us for same as soon as possible.

## **21. GUARANTEE**

In return for us having made the Loan to you (which in the Mortgage includes your successors and assigns), each person who signs the Mortgage as a Guarantor agrees with us, as principal debtor and not as surety, to pay to us the Loan Amount and interest thereon as and when required by the Mortgage and to observe and perform all of the others of the Obligations Secured. Each Guarantor, if there is more than one, will be jointly and severally liable with you and with each other for complying with all of the Obligations Secured.

We may at any time and from time to time without the consent of or notice to the Guarantors give any extension of time for payment (including renewals), deal with any additional security, give releases or discharges of the Mortgage or any additional security we hold (including any guarantee, indemnification or covenant), vary, increase or decrease your Interest Rate, amend the terms of the Mortgage and generally deal with all matters affecting the Mortgage and any or all of the Obligations Secured without in any way affecting the obligations of any Guarantor. We may require payment from any Guarantor before we attempt to obtain payment from you or from any other Guarantor, and all obligations of any Guarantor shall also be those of the Guarantor's successors and personal representatives, and will not be altered by the bankruptcy or any other financial incapacity of you or of any other Guarantor.

Until all of the Obligations Secured are paid in full, each Guarantor now and in the future postpones all of such Guarantor's present and future debt claims which it may at any time have against you, in favour of payment to us of all of the Obligations Secured, and all such present and future debt claims of such Guarantor are now assigned to us.

Each of you and each of the Guarantors agree with us that if at any time any one of you and/or them should make a payment with respect to the indebtedness secured by the Mortgage, or if any of you and/or them should provide an acknowledgement in writing of any of that indebtedness to us, the person so paying or so providing such acknowledgement will be deemed to be the agent of all of the others of them and all of them will be bound by the effect of the making of such payment or acknowledgement.

In addition to the obligations of each Guarantor set forth in this paragraph 21, each Guarantor will now and in the future indemnify us and save us harmless of, from and against all losses, damages, liabilities, costs and expenses which we may at any time sustain by reason of the failure at any time of you to pay and fulfill the Obligations Secured, and this indemnity will continue after the Mortgage has been discharged if, following such discharge, any of the Obligations Secured have not been fully paid, fulfilled and performed.

## **22. DISCHARGE OR ASSIGNMENT OF MORTGAGE TO ANOTHER LENDER**

After you have paid us the Loan Amount (together with all interest accrued thereon and not previously paid to us or capitalized), we will, subject to the provisions of the Re-Advance Clause in the Mortgage, sign a discharge or, if requested by you, an assignment of the Mortgage and send it to you within a reasonable time. To the maximum extent permitted by applicable law, you will pay our then current usual administrative fee for preparing and signing the discharge or assignment and all legal and other expenses, whether the discharge or assignment is prepared by your lawyer, by ours or by us. It is your responsibility to register the discharge or assignment on your title and to pay the registration fee. For the purpose of this paragraph, you will not be considered to have paid us the Loan Amount until you have provided us with the full amount of the Loan Amount (plus interest as aforementioned) together with such interest and our said current usual administrative fee unconditionally.

## **23. ADMINISTRATION FEES**

You agree to pay us, when due, our then current administration and processing fees in connection with the preparation of any assumption statement, amending or other agreement,



statements for information purposes, any fees referred to elsewhere in the Mortgage or the Loan Agreement, replacement of cheques where payment has been refused due to insufficient funds or for any other reason in respect of the administration of your Mortgage and you agree to our adding such fees, if unpaid, to the Loan Amount, which unpaid fees will be charged interest at your Interest Rate and will be secured by the Mortgage. The amount of such fees in effect at any particular time is available by contacting us.

## **24. PORTABILITY**

If you have complied with all of your obligations under the Mortgage (in this paragraph 24, the "Old Mortgage"), upon written application by you, the bona fide arm's length sale of Your Property (the "Old Property") and your purchase of another property (the "New Property"), within 120 days of such sale of the Old Property, we will provide financing for your purchase of the New Property on the security of a mortgage (the "New Mortgage") registered against the title to the New Property, provided that:

- (a) on the date of completion of the sale of the Old Property, the Loan Amount is paid in full, and the prepayment of the principal amount outstanding under the Old Mortgage will be subject to the prepayment provisions described above which apply to the Old Mortgage. However, provided that the New Mortgage is advanced within the 120 day period following prepayment of the Old Mortgage, we will, subject to subparagraph (c) below, refund to you the amount of any penalty interest paid in respect of this prepayment;
- (b) if the principal amount of the New Mortgage (the "New Mortgage Amount") is the same as the principal amount outstanding under the Old Mortgage at the date of prepayment, the mortgage interest rate in effect at the time of such prepayment under the Old Mortgage will apply to the New Mortgage for the period of time equivalent to the time from the prepayment date of the Old Mortgage to the Old Mortgage's maturity date (the "Remaining Term");
- (c) if the New Mortgage amount is less than the principal amount outstanding under the Old Mortgage at the time of prepayment of the Old Mortgage, the mortgage interest rate under the Old Mortgage at the time of prepayment will apply to the New Mortgage for the period of time equivalent to the remaining term of the Old Mortgage, and the penalty interest paid on the amount by which such principal amount outstanding exceeds the New Mortgage amount on the date of prepayment will not be refunded to you pursuant to subparagraph (a) above;
- (d) if the New Mortgage amount exceeds the principal amount outstanding under the Old Mortgage at the time of prepayment of the Old Mortgage, the New Mortgage interest rate will be a rate of interest which is a combination (as determined by us) of (i) the Old Mortgage interest rate, and (ii) the rate of interest we offer at that time for a similar type of mortgage with a similar term to the remaining term of the Old Mortgage. The term of the New Mortgage will be for a period equivalent to the remaining term of the Old Mortgage. If your mortgage is a Variable Cap Rate mortgage, the additional principal amount must be secured by the New Mortgage and the maximum principal or face amount of the New Mortgage will be specified therein accordingly; and

- (e) our mortgage approval criteria, policies, procedures and documentation requirements in effect at the time you make your application for the New Mortgage will apply to your application and must be met, including the CMHC or GEMICO mortgage insurance requirements, if applicable, and you will be responsible for paying all applicable processing or administration fees, all legal (on a solicitor and his own client full indemnity basis) and appraisal fees and all other expenses incurred in connection with the New Mortgage.

## **25. RE-ADVANCE CLAUSE**

As, when and to the extent that the Loan Amount is repaid, the Mortgage will continue to stand as security for payment from time to time by you to us of all other present and future obligations which you may have to us with respect to all direct borrowing and credit obligations and all guarantee obligations which you from time to time undertake to us (or otherwise become liable for to us), up to, at any particular time and from time to time, a principal amount equal to the difference between the original principal or face amount of the Mortgage (as the same may be altered from time to time) and the outstanding balance of the Loan Amount, and, unless otherwise agreed to in writing between you and us, the Mortgage will so continue to stand as security for such other and new obligations notwithstanding that the original Loan Amount is paid down to nil, and, accordingly, we shall be entitled, at our option, but without any obligation to do so, to make new advances of monies or monies' worth to you and the same, with interest at your Interest Rate (or, as the case may be, the interest rate or rates which you and we from time to time agree in writing with respect to such new advances), shall be secured by the Mortgage. All terms and provisions of the Mortgage shall continue to apply in full force and effect with respect to such new or other obligations, excepting only those which apply specifically to the payment and repayment terms applicable to the original Loan secured hereby, and the precise payment and repayment terms which will apply to any new advances of monies or monies' worth which we may make to you, or with respect to any guarantee obligation that you have undertaken to us for the obligations of any other person or persons, shall be as agreed upon in writing between you and us, and if not so agreed upon by you and us, all such obligations will be repayable to us upon demand. The following additional provisions will apply to any new or other obligations secured by the Mortgage referred to in this paragraph:

- (a) for any guarantee obligation undertaken by you to us, value will be deemed to have been provided by us to you at the time you provide your guarantee to us;
- (b) all new advances of value and all guarantee obligations undertaken by you will, as secured by the Mortgage, hold priority over all other mortgages, encumbrances, charges and liens from time to time affecting Your Property, notwithstanding that any of the same have been made or recorded against Your Property prior to the making of any new or further advance by us, or as the case may be, prior to your undertaking any guarantee obligation to us; and
- (c) the Mortgage, to the extent that it secures any such new or further obligations of you to us will be a continuing, collateral and additional security to us for the payment, fulfillment and performance of such obligations.

## **26. DOCTRINE OF CONSOLIDATION**

You shall be and be deemed to be in default under the Mortgage with respect to any indebtedness or liability owed by you and thereby secured, if you are in default in the payment, fulfillment or performance of any other obligations you may at any time owe to us. Without limiting the generality of the foregoing, you agree that the doctrine of consolidation will apply to the Mortgage and any other mortgage you have now granted or in the future grant to us. This means that if you default under any of your mortgages to us then we can, as a condition of permitting you to repay any mortgage, require that you repay all mortgages.

## **27. DATE OF MORTGAGE**

You agree that, only for the purpose of defining the date of the Mortgage with respect to any statutory right of prepayment, the date of the Mortgage will be deemed to be the Interest Adjustment Date, regardless of the date of signature.

## **28. WHO IS BOUND**

Not only do you and each person who signs the Mortgage as a Guarantor agree to be bound by the payment, fulfillment and performance of the Obligations Secured, but also your and each Guarantor's legal and personal representatives and anybody else to whom Your Property is transferred are also bound. The Mortgage is also binding on and will benefit our successors and assigns and anybody to whom we may transfer the Mortgage.

If more than one person signs the Mortgage as mortgagor, or, if more than one person signs the Mortgage as Guarantor, then all persons who sign are jointly and severally liable to pay, fulfill and perform all of the Obligations Secured. If any mortgagor or guarantor is a corporation then the Mortgage will be read with all necessary grammatical changes.

## **29. PARTIAL INVALIDITY**

If any provision of the Mortgage is found to be illegal or unenforceable, the validity or enforceability of all other provisions will not be affected. Notwithstanding this, if any provision of the Mortgage is so found to be illegal or unenforceable, we shall have the right, in our sole discretion, to require immediate repayment in full of the Loan Amount (together with all interest thereon not previously paid or capitalized).

## **30. PARAGRAPH HEADINGS**

Headings in the Mortgage are set forth for convenience of reference only, and are not to be taken or read for the purpose of interpreting the terms and provisions of the Mortgage.

### **31. NATIONAL HOUSING ACT**

All CMHC insured mortgages are made in pursuance of the *National Housing Act* (Canada).

### **32. CHANGE IN SPOUSAL STATUS**

Upon any change or occurrence affecting either of the following:

- (a) the spousal status of any of you; and
- (b) the qualification of Your Property as a matrimonial home within the meaning of applicable law;

you will immediately advise us accordingly. You acknowledge that we want this information in order to be kept fully informed of the names and addresses of the owner or owners of Your Property and any spouse or former spouse who is not an owner but has any rights in Your Property under applicable marital property law. Herein, "spouse" includes any person given rights in Your Property by applicable law.

### **33. REQUIREMENTS OF SECTION 6 OF THE *INTEREST ACT* (CANADA)**

To the extent that Section 6 of the *Interest Act* (Canada) is at any time applicable to the indebtedness (or some of the indebtedness) secured by the Mortgage, you acknowledge for the purposes of our fulfilling our obligations under that Act that the information set forth in Appendix 1 to these Terms sets forth various loan principal amounts and the respective nominal interest rates applicable thereto and the equivalents thereof calculated half-yearly, not in advance, provided however that if said Section 6 applies to the Loan and the Mortgage but the Payment Frequency for the Loan is other than monthly, then the information which we are required to provide you pursuant to said Section 6 will be set forth elsewhere in the Mortgage.

### **34. SEALED COVENANTS**

It is the declared intention of each person signing the Mortgage (whether as a mortgagor or a Guarantor) that each promise and agreement made in the Mortgage shall be treated as if made by each respectively of them under seal.

### **35. CERTAIN PROVISIONS APPLICABLE TO CERTAIN JURISDICTIONS**

- (a) If your Property is situated in Ontario:
  - (i) The covenants set out in Section 7(1) of the *Land Registration Reform Act* (Ontario) are excluded from the Mortgage; and
  - (ii) If the *Ontario New Home Warranties Plan Act* (Ontario), as amended from time to time, applies to Your Property, you agree to comply with its

requirements and to reimburse us for any costs which we incur in complying with it or enforcing your rights on your behalf if you fail to do so.

- (b) If Your Property is situated in Saskatchewan and any of you and any of the Guarantors is a corporate entity, then each of such corporate entities hereby covenants and agrees that the provisions of the *Limitation of Civil Rights Act* (Saskatchewan) and the *Land Contracts (Actions) Act* (Saskatchewan) shall not have application to this Mortgage or to any other additional security taken by us to secure payment of the Loan or to an action, as defined by the last-mentioned statute, with respect to this Mortgage.
- (c) If Your Property is situated in New Brunswick, you (and we by our acceptance of the Mortgage) agree to exclude from the Mortgage all statutory covenants which by Applicable Mortgage Law would otherwise be or be deemed to be included in the Mortgage, it being acknowledged by you and us that the Mortgage (and the Loan Agreement) contain all terms and provisions applicable to the Mortgage, the Loan and the Obligations Secured.
- (d) If Your Property is situated in Alberta:
  - (i) you are aware of the provisions of the *Law of Property Act* (Alberta), as amended (if amended) and hereby waive the provisions thereof and of any legislation passed in substitution or replacement thereof to the extent that such legislation limits our remedies pursuant to this Mortgage, and you expressly agree with us that, in the event of any default in the payment of any monies secured hereunder or otherwise howsoever and/or in any other security held by us, then, except to the extent that applicable law prohibits the same and that the provisions of such legislation cannot be waived, we may proceed against you upon your covenant for payment, in accordance with the terms thereof, whether or not Your Property has been transferred or sold or otherwise disposed of and may realize on any and all security held by us, simultaneously or otherwise, as we in our absolute discretion may decide; and
  - (ii) you acknowledge that you are fully aware of Section 49 of the *Expropriation Act* (Alberta), and being fully aware that under the terms of said Act, we may otherwise be restricted to recovering the market value of this Mortgage at the date of any expropriation. You hereby waive the provisions of Section 49 of the *Expropriation Act* insofar as they relate to such restriction, and you further waive any provisions which may be enacted and in force from time to time in replacement of or in addition to such provisions.

### **36. SEALED COVENANTS**

It is the declared intention of each person signing the Mortgage (whether as a mortgagor or a guarantor or covenantor) that each promise and agreement made in the Mortgage shall be treated as if made by each respectively of them under seal.

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**APPENDIX 1**

COLUMN A		COLUMN B		COLUMN A		COLUMN B		COLUMN A		COLUMN B	
Interest rate compounded monthly not in advance	Equivalent interest rate compounded semi-annually not in advance	Interest rate compounded monthly not in advance	Equivalent interest rate compounded semi-annually not in advance	Interest rate compounded monthly not in advance	Equivalent interest rate compounded semi-annually not in advance	Interest rate compounded monthly not in advance	Equivalent interest rate compounded semi-annually not in advance	Interest rate compounded monthly not in advance	Equivalent interest rate compounded semi-annually not in advance	Interest rate compounded monthly not in advance	Equivalent interest rate compounded semi-annually not in advance
1.000%	1.002%	10.000%	10.211%	19.000%	19.768%						
1.125%	1.128%	10.125%	10.341%	19.125%	19.903%						
1.250%	1.253%	10.250%	10.471%	19.250%	20.039%						
1.375%	1.379%	10.375%	10.602%	19.375%	20.174%						
1.500%	1.505%	10.500%	10.732%	19.500%	20.310%						
1.625%	1.631%	10.625%	10.863%	19.625%	20.445%						
1.750%	1.756%	10.750%	10.994%	19.750%	20.581%						
1.875%	1.882%	10.875%	11.124%	19.875%	20.716%						
2.000%	2.008%	11.000%	11.255%	20.000%	20.852%						
2.125%	2.134%	11.125%	11.386%	20.125%	20.988%						
2.250%	2.261%	11.250%	11.517%	20.250%	21.124%						
2.375%	2.387%	11.375%	11.648%	20.375%	21.260%						
2.500%	2.513%	11.500%	11.779%	20.500%	21.396%						
2.625%	2.639%	11.625%	11.910%	20.625%	21.532%						
2.750%	2.766%	11.750%	12.041%	20.750%	21.668%						
2.875%	2.892%	11.875%	12.173%	20.875%	21.804%						
3.000%	3.019%	12.000%	12.304%	21.000%	21.940%						
3.125%	3.145%	12.125%	12.435%	21.125%	22.077%						
3.250%	3.272%	12.250%	12.567%	21.250%	22.213%						
3.375%	3.399%	12.375%	12.698%	21.375%	22.350%						
3.500%	3.526%	12.500%	12.830%	21.500%	22.486%						
3.625%	3.652%	12.625%	12.962%	21.625%	22.623%						
3.750%	3.779%	12.750%	13.094%	21.750%	22.760%						
3.875%	3.906%	12.875%	13.225%	21.875%	22.896%						
4.000%	4.033%	13.000%	13.357%	22.000%	23.033%						
4.125%	4.161%	13.125%	13.489%	22.125%	23.170%						
4.250%	4.288%	13.250%	13.621%	22.250%	23.307%						
4.375%	4.415%	13.375%	13.753%	22.375%	23.444%						
4.500%	4.542%	13.500%	13.885%	22.500%	23.581%						
4.625%	4.670%	13.625%	14.018%	22.625%	23.719%						
4.750%	4.797%	13.750%	14.150%	22.750%	23.856%						
4.875%	4.925%	13.875%	14.282%	22.875%	23.993%						
5.000%	5.052%	14.000%	14.415%	23.000%	24.131%						
5.125%	5.180%	14.125%	14.547%	23.125%	24.268%						
5.250%	5.308%	14.250%	14.680%	23.250%	24.406%						
5.375%	5.436%	14.375%	14.812%	23.375%	24.543%						
5.500%	5.563%	14.500%	14.945%	23.500%	24.681%						
5.625%	5.691%	14.625%	15.078%	23.625%	24.819%						
5.750%	5.819%	14.750%	15.211%	23.750%	24.957%						
5.875%	5.947%	14.875%	15.344%	23.875%	25.095%						
6.000%	6.076%	15.000%	15.477%	24.000%	25.232%						
6.125%	6.204%	15.125%	15.610%	24.125%	25.371%						
6.250%	6.332%	15.250%	15.743%	24.250%	25.509%						
6.375%	6.460%	15.375%	15.876%	24.375%	25.647%						
6.500%	6.589%	15.500%	16.009%	24.500%	25.785%						
6.625%	6.717%	15.625%	16.143%	24.625%	25.923%						
6.750%	6.846%	15.750%	16.276%	24.750%	26.062%						
6.875%	6.974%	15.875%	16.409%	24.875%	26.200%						
7.000%	7.103%	16.000%	16.543%	25.000%	26.339%						
7.125%	7.232%	16.125%	16.677%	25.125%	26.477%						
7.250%	7.360%	16.250%	16.810%	25.250%	26.616%						
7.375%	7.489%	16.375%	16.944%	25.375%	26.755%						
7.500%	7.618%	16.500%	17.078%	25.500%	26.894%						
7.625%	7.747%	16.625%	17.212%	25.625%	27.033%						
7.750%	7.876%	16.750%	17.345%	25.750%	27.172%						
7.875%	8.005%	16.875%	17.480%	25.875%	27.311%						
8.000%	8.135%	17.000%	17.614%	26.000%	27.450%						
8.125%	8.264%	17.125%	17.748%	26.125%	27.589%						
8.250%	8.393%	17.250%	17.882%	26.250%	27.728%						
8.375%	8.522%	17.375%	18.016%	26.375%	27.867%						
8.500%	8.652%	17.500%	18.151%	26.500%	28.007%						
8.625%	8.781%	17.625%	18.285%	26.625%	28.146%						
8.750%	8.911%	17.750%	18.419%	26.750%	28.286%						
8.875%	9.041%	17.875%	18.554%	26.875%	28.425%						
9.000%	9.170%	18.000%	18.689%	27.000%	28.565%						
9.125%	9.300%	18.125%	18.823%	27.125%	28.705%						
9.250%	9.430%	18.250%	18.958%	27.250%	28.845%						
9.375%	9.560%	18.375%	19.093%	27.375%	28.985%						
9.500%	9.690%	18.500%	19.228%	27.500%	29.124%						
9.625%	9.820%	18.625%	19.363%	27.625%	29.265%						
9.750%	9.950%	18.750%	19.498%	27.750%	29.405%						
9.875%	10.080%	18.875%	19.633%	27.875%	29.545%						