

Standard Charge Terms (Ontario) – Fixed Interest Rate

FirstOntario Credit Union Limited

**FIXED INTEREST RATE
STANDARD CHARGE TERMS
Filing No . 8714 Filing Date: June 23, 1987**

Land Registration Reform Act, 1984

Set of Standard Charge Terms

Filed By: **FirstOntario Credit Union Limited**

The following set of Standard Charge Terms shall be deemed to be included in every charge in which the set is referred to by its filing number, as provided in section 9 of the Act.

Definitions

1. In this set of standard charge terms:
 - (a) "Charge" means the charge/ mortgage of the Lands made between the Chargor and the Chargee on Form 2 and all schedules thereto pursuant to the Land Registration Reform Act, 1984 and any amendments thereto which Charge is deemed to include these standard charge terms pursuant to Section 9(1) of the said Act.
 - (b) "Chargee" means **FirstOntario Credit Union Limited**
 - (c) "Chargor" means:
 - (i) the Chargor described in the Charge; and
 - (ii) the Borrowing member who is a qualified member of FirstOntario Credit Union Limited, and is eligible to borrow from the said Credit Union under the terms of its by-laws as amended, which by-laws as amended, and any subsequent amendments thereto, are to be deemed incorporated herein.
 - (d) "Guarantor" means the Guarantor described in the Charge.
 - (e) "Interest" means interest at the Interest Rate calculated and payable on the Principal and such other amounts as provided in the Charge as well after as before maturity and both before and after default, demand and judgement.
 - (f) "Interest Adjustment Date" means the interest adjustment date set out in the Charge.
 - (g) "Interest Rate" means the interest rate per annum set out in the Charge calculated half-yearly not in advance.
 - (h) "Lands" means the lands and premises described in the Charge and includes without limitation all buildings and improvements located thereon.
 - (i) "Monthly Blended Payments" means monthly blended payments of Principal and Interest.
 - (j) "Principal" means the principal amount in lawful money of Canada set out in the Charge that is from time to time advanced and outstanding under the Charge including without limitation any additions thereto pursuant to the Charge.
 - (k) "Tax Account" means an account on the Chargee's books of account relating to the Charge to which payments made by the Chargor or the Chargee pursuant to paragraph 12 hereof may, at the option of the Chargee, be credited or debited.
 - (l) "Taxes" means all taxes, rates and other impositions whatsoever charged by any authority on the Lands.

Charge on the Lands

2. The Chargor hereby charges the Lands for the purpose of securing payment of the Principal and Interest and all other sums which may become due and payable under the Charge and the observance and performance of all the obligations, provisions, covenants, agreements and stipulations contained in the Charge.

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Payments of Principal and Interest

3. Interest on the amounts of Principal from time to time advanced prior to the Interest Adjustment Date, computed from the respective dates of such advances to the Interest Adjustment Date, shall, at the option of the Chargee, be deducted from the advances or paid by the Chargor at such time or times as the Chargee may require and such Interest may be so deducted or paid in advance; and thereafter the Principal with Interest computed from the Interest Adjustment Date, shall become due and be paid in Monthly Blended Payments as provided by the Charge and the balance, if any, of the Principal and Interest shall become due and payable on the date therein stipulated. The Monthly Blended Payments when received are to be applied firstly to Interest from time to time unpaid, and the balance, if any, of the Blended Monthly Payments shall be applied on account of and reduction of Principal. On receiving a payment from the Mortgagor on any date or dates other than the dates called for herein, the Mortgagee may calculate Interest on a daily basis on the unpaid balance remaining outstanding on the last previous payment date called for herein, and shall then apply said payment received first in payment of the Interest so calculated to be due, and the balance to be applied in reduction of the Principal sum.

Payment and Performance

4. The Chargor shall pay or cause to be paid to the Chargee the Principal and Interest on the day and time and in the manner provided by the Charge, without any deduction or abatement, and shall also pay all Taxes upon the Lands or in respect thereto no matter by whom or by what authority imposed and shall also pay such other sums as the Chargee may be entitled to by virtue of the Charge and shall do, observe, perform, fulfill and keep all of the provisions, covenants, agreements and stipulations contained in the Charge.

Compound Interest

5. On every day fixed for the payment of Interest all Interest then owing and unpaid shall be capitalized and added to the Principal and shall thenceforth carry Interest at the Interest Rate and in case the Interest and compound Interest are not paid within one month after such default, then on the expiration of such month a rest shall be made and compound Interest shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such Interest and compound Interest shall be a charge on the Lands.

Short Forms of Mortgages Act

6. (a) If any of the forms of words contained herein are also contained in Column One of Schedule B of the Short Forms of Mortgages Act, R.S.O. 1980, Ch. 474 and distinguished by a number therein, the Charge shall be deemed to include and shall have the same effect as if it contained the form of words in Column Two of Schedule B of the said Act distinguished by the same number, and the Charge shall be interpreted as if the Short Forms of Mortgages Act was still in full force and effect. The implied covenants deemed to be included in a charge under subsection 7(1) of the Land Registration Reform Act, 1984 shall be and are hereby expressly excluded from the terms of the Charge.
(b) The provisions hereof added to the short form clause shall not derogate from the Chargee's rights under the long clauses in the Short Forms of Mortgages Act but shall be in addition thereto or in substitution for part or parts thereof as the Chargee may elect and all shall have the force of covenants.

Chargor's covenants

7. The Chargor covenants with the Chargee:
 - (a) that the Chargor will pay the Principal and Interest and observe and perform the covenants herein contained;
 - (b) that the Chargor has a good title in fee simple to the Lands except as the records of the land registry office disclose;
 - (c) that the Chargor has the right to give the Charge;
 - (d) that on default the Chargee shall have quiet possession of the Lands free from all encumbrances except as the records of the land registry office disclose;
 - (e) that the Chargor will execute such further assurances of the Lands as may be requisite;
 - (f) that the Chargor has done no act to encumber the Lands except as the records of the land registry office disclose;
 - (g) that the Chargor will insure the buildings on the Lands to the amount of not less than their full insurable value in dollars currency of lawful money of Canada; and (without prejudice to the foregoing) that if there be plate glass windows in the building or buildings on the Lands or if a steam boiler or any other object generating steam or operated by steam or if an oil or gas burner or coal blower or stoker or sprinkle system shall be operated on the Lands, this clause shall be deemed to include not only insurance against loss or damage by fire but also insurance against loss or damage in respect of such plate glass and against loss or damage by explosion of or caused by such boiler or other object or apparatus and loss or damage caused by such sprinkler system; and
 - (h) that the Chargor doth release to the Chargee all his claims upon the Lands (including all fixtures, machinery, crops and trees).

Power to lease or sell

8. (a) The Chargee on default of payment for at least fifteen days may on at least thirty-five days notice enter on and lease the Lands or on default of payment for at least fifteen days may on at least thirty-five days notice sell the Lands provided that notice shall have been given to such persons and in such manner and form as is prescribed by Part III of the Mortgages Act, R.S.O. 1980, ch. 296; and that a commission, payable to the Chargee or any related corporation, for listing the Lands for sale and/ or obtaining an agreement of purchase and sale may be charged by the Chargee and added to the Principal and be a charge on the Lands, and that the Chargee may lease or sell the Lands or any part thereof, in such manner, for such rental or price as can reasonably be obtained therefore, on such terms as to credit and otherwise, and with such conditions of lease or sale and stipulations as to title or evidence or commencement of title or otherwise, as it shall in its discretion deem proper; and in the event of any sale on credit or for part cash and part credit, the Chargee shall not be accountable for or charged with any moneys until actually received; and that the Chargee may rescind or vary any contract or lease or same and may repossess, buy in and re-sell the Lands or any part thereof without being answerable for loss occasioned thereby; and that the Chargee may lease or sell fixtures and machinery, and sell crops and standing or fallen trees apart from the Lands and the purchaser shall have all necessary access for severing, cutting and removal and that no purchaser or lessee shall be bound to enquire into the legality, regularity or propriety of any lease or sale or be affected by notice of any irregularity or impropriety, and that the Chargee may lease or sell without entering into actual possession of the Lands and when it desires to take possession it may break locks and bolts and while in possession shall be accountable only for moneys which are actually received by it; and that leases or sales may be made from time to time of parts of the Lands to satisfy any Interest or portion of the Principal or other sums owing or in arrears leaving the Principal balance together with Interest and any other sums owing under the Charge secured on the remaining Lands; and that the Chargee may take proceedings to sell and may sell the Lands for part of the moneys secured by the Charge subject to the balance of the said moneys not yet due at the time of the said sale; and that the Chargee may lease or take sale proceedings under the Charge notwithstanding that other mortgage proceedings have been taken or are then pending; and the proceeds of any lease or sale under the Charge may be applied firstly in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the Lands or by reason of non-payment or procuring payment of moneys secured by the Charge.
(b) The Chargee may on default of payment and where such default continues for three months without any notice whatever and with or without entry lease the Lands on such terms as it in its absolute discretion deems proper.

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Right to distrair

9. The Chargee may distrair for arrears of Interest and for overdue Principal and any other sum payable under the Charge. The Chargor waives the right to claim exemptions and agrees that the Chargee shall not be limited in the amount for which it may distrair.

Acceleration on default

10. (a) In default of the payment of Interest, the Principal shall become payable at the option of the Chargee.
(b) In the event of the Principal being payable in instalments, if any default shall at any time be made in the payment of any such instalment, the whole of the Principal and every part thereof shall at the option of the Chargee forthwith become due and payable in like manner and with the like consequences and effect to all intents and purposes whatsoever as if the time or times mentioned for payment of the whole of such Principal had fully come and expired.

Quiet Possession

11. Until default of payment the Chargors shall have quiet possession of the Lands.

Taxes

12. (a) The Chargor will pay all Taxes as and when they shall fall due and will within one month from the date fixed for the payment of the last instalment of Taxes in each year furnish the Chargee with receipted tax bills showing all Taxes for the year paid.
(b) Notwithstanding anything contained in paragraph 12 (a) hereof and without limiting or restricting the obligations of the Chargor thereunder,
(i) The Chargee may deduct from the Principal advanced under the Charge an amount sufficient to pay all Taxes which have become due or which will become due during the calendar year in which the final advance of Principal is made.
(ii) after the Interest Adjustment Date, the Chargee may require the Chargor to pay to the Chargee in monthly instalments on the dates on which Monthly Blended Payments are payable under the Charge, such amounts as in the opinion of the Chargee are required to total the amount of each succeeding year's Taxes by the time such Taxes or the first instalment thereof fall due, and the Chargor shall also pay to the Chargee on demand before the due date of each year's Taxes or the first instalment thereof any additional amount which may be required so that out of the said monthly and additional Tax payments, the Chargee may pay the whole amount of each year's Taxes on or before the due date of the first instalment thereof;
(iii) any amounts deducted by or paid to the Chargee pursuant to paragraphs 12 (b) (i) and (ii) hereof may at the option of the Chargee, be either credited to the Chargor's Tax Account or applied against any Principal or Interest then in default under the Charge. No amounts in the Tax Account shall be or be deemed to be held in trust and the Chargee shall not be obligated to pay any Interest or other allowance upon any such amounts. The Chargee, may however, in its sole discretion pay Interest on any credit balance in the Tax Account at a rate and at such times determined by it;
(iv) the Chargee shall apply the credit balance in the Tax Account, if any, to the payment of Taxes as they fall due or at such earlier time as the Chargee may deem fit as long as the Chargor is not in default under any covenant, proviso or agreement contained in the Charge; provided however, that the Chargee may at its option from time to time apply all or part of the credit balance in the Tax Account on or towards the payment of any Principal or Interest in default under the Charge;
(v) if at any time the credit balance in the Tax Account is insufficient to pay the Taxes then due or payable, the Chargee may, at its option, pay such Taxes, including any deficiency. Any amounts paid by the Chargee in payment of such Taxes shall be debited to the Tax Account to the extent that the Tax Account is sufficient and the Chargee may at its option either debit the Tax Account or add to the Principal the amount, if any, by which the Tax Account is insufficient;
(vi) any debit balance in the Tax Account from time to time shall bear Interest at the Interest Rate and shall, together with such Interest, be secured by the Charge;
(vii) the Chargor shall transmit to the Chargee all assessment notices, tax bills and other notices affecting the imposition of Taxes forthwith after the receipt of same by the Chargor.

Insurance

13. Evidence of continuation of all insurance having been effected shall be produced to the Chargee at least three days before the expiration thereof; otherwise the Chargee may provide therefore and charge the premium paid therefore and Interest thereon to the Chargor and the same shall be payable forthwith and shall also be a charge upon the Lands. It is further agreed that the Chargee may at any time require any insurance of the buildings to be cancelled and a new insurance effected with a company or companies to be approved by it, and any amount paid by it therefore shall be forthwith payable to it with Interest by the Chargor and shall be a charge upon the Lands. The Chargee shall be named as beneficiary in all insurance contracts effected by the Chargor, and the Chargor agrees, upon demand, to transfer all policies and insurance effected upon the buildings, steam boilers, erections or fixtures (erected or to be erected) on the Lands (with a mortgage clause in the form approved by the Chargee attached) and the indemnity which may become due therefrom, and the Chargee shall have a lien for its mortgage debt on all insurance on the buildings, steam boilers, erections or fixtures and may elect to have the insurance moneys applied in reinstatement or towards payment of the moneys secured by the Charge whether due or not, but shall not be bound to accept the said moneys in payment of any Principal not due.

Repair

14. The Chargor covenants that it will keep the Lands and buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof respectively, and that the Chargee may whenever it deems necessary by its agent enter upon and inspect the Lands, and may make such repairs as it deems necessary and the cost thereof and of such inspection shall be payable forthwith, shall be added to the mortgage debt and shall be a charge upon the Lands prior to all claims thereon subsequent to the Charge and shall bear Interest until paid; and that if the Chargor neglects to keep the said premises in good condition and repair or commits or permits any act of waste on the Lands (as to which the Chargee shall be sole judge) or make default as to any of the covenants or provisos contained in the Charge or in any charge to which the Charge is subject or upon discovery by the Chargee that any covenant contained in the charge is untrue or upon registration of any construction lien against the Lands or upon the Chargor allowing any buildings erected upon the Lands to remain unfinished or without any work being done thereon for ten days, the Principal shall at the option of the Chargee forthwith become due and payable, and in default of payment of same with Interest as in the case of payment before maturity the powers of entering upon and leasing or selling hereby given it and all other remedies under the Charge may be exercised forthwith.

Satisfaction of Liens

15. The Chargee may pay and satisfy any liens, Taxes, rates, charges or encumbrances now or hereafter existing, or to arise or be claimed upon the Lands or in respect of the Principal or Interest secured by the Charge, and all amounts so paid, together with all costs, charges and expenses (as between solicitor and client) which may be incurred in taking, recovering and keeping possession of the Lands, or in inspecting or protecting the same, or in maintaining or preserving or realizing upon the Charge, or in exercising any of the powers contained in the Charge, or that may be otherwise incurred in relation to the Principal and be a charge on the Lands in favour of the Chargee in the same manner as all other moneys secured by the Charge and shall bear Interest until paid, and shall be payable forthwith with Interest by the Chargor to the Chargee, and in default of payment of the Principal shall at the option of the Chargee thereupon become payable, and the powers of sale hereby given and all other remedies hereunder shall be exercisable. In the event of the Chargee satisfying any such lien, charge or encumbrance, either out of the money advanced on the Charge or otherwise it shall be entitled to all the equities and securities of the person or persons so paid off, and is hereby authorized to retain any discharge thereof, without registration, for so long as it may think fit so to do.

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Costs

16. The Chargor will on or before the next succeeding gale day pay to the Chargee all costs and expenses (as between solicitor and client) incurred by the Chargee in endeavouring to collect any money overdue under the Charge whether legal proceedings are instituted or not, and that, if the Chargor does not before the expiry of one month from the date fixed by the Municipality for payment of the last instalment of Taxes in each year, furnish the Chargee with receipted tax bills showing all Taxes for the year paid, the Chargor will on or before the next succeeding gale day pay to the Chargee the cost of obtaining tax certificates from the Treasurer of the Municipality, and the amount of such costs and expenses shall be with Interest a charge upon the Lands in favour of the Chargee.

Interest on Judgment

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

Payment After Default

18. In the event of the non-payment of the Principal or any part thereof at the time provided in the Charge, whether with or without the consent of the Chargee, the Chargor shall not be entitled to require the Chargee to accept payment of the Principal or such part thereof as is overdue except upon payment to the Chargee of three months Interest as a bonus, such bonus to be in lieu of notice of intention to pay, the right to give or receive which is hereby waived; but nothing contained in the Charge shall affect or limit the right of the Chargee to recover by action or otherwise the Principal so in arrear after default has been made.

Discharges and Statements

19. (a) Any discharge/ cessation of this charge shall be prepared by the Chargee or its Solicitors at the Chargor's expense at the then current fee for same.
(b) The Chargor shall pay for each mortgage statement prepared and provided by the Chargee, the then current fee of the Chargee for the preparation and providing of such statement. The aforementioned fees shall be forthwith payable to the Chargee and if not so paid shall become part of the debt secured and shall bear Interest at the Interest Rate set forth in this charge.

Sale by Chargor

20. (a) In the event the Lands are sold, conveyed or transferred by the Chargor without the prior written consent of the Chargee, the Principal and Interest shall at the option of the Chargee become immediately due and payable.
(b) No sale or other dealing by the Chargor with the Lands or any part thereof shall in any way change the liability of the Chargor or in any way alter the rights of the Chargee as against the Chargor or any other person liable for payment of the money secured by the Charge.
(c) PROVIDED that, notwithstanding anything to the contrary herein contained, the Principal money and Interest hereby secured shall (at the option of the Chargee), immediately become payable upon the death of the Borrowing Member or upon the Borrowing Member ceasing to have the qualifications for membership in the said Credit Union; or upon the Borrowing Member ceasing to be the owner of the said Lands or to have any interest as owner therein, or upon the Borrowing Member entering into any agreement or contract for the sale of his interest or equity in the Lands as described herein.

Fixtures

21. All furnaces, boilers, oil burners, stokers, refrigeration cabinets and equipment, gas and electric stoves, water heaters, electric light fixtures, window blinds, screen doors and windows and air-conditioning, plumbing, cooling and heating equipment and all apparatus and equipment appurtenant thereto now or hereafter placed or installed upon the Lands shall, for all purposes of the Charge, be fixtures and form part of the Lands whether or not affixed in law to the Lands.

Date of Charge

22. The Chargor and the Chargee hereby agree that the date of the Charge shall be the Interest Adjustment Date.

Extensions

23. PROVIDED that if the Chargors pay the instalments of Principal and Interest as they fall due, and observe the covenants, terms and conditions herein, the Chargee may, upon being given three (3) months notice in writing by the Chargors and at the expense of the Chargors renew the within charge on the date of maturity for a further period of up to five (5) years from the said date, and the Principal, Interest and monthly payments may be increased at the sole discretion of the Chargee on the date of maturity. Upon renewal of the charge, all terms and conditions in the said charge shall remain in full force and effect. The Chargors agree to execute all documents which may be necessary or desirable to carry out the renewal herein, but it shall not be necessary for the registration of any such agreement in order to retain priority for the charge so altered over the instrument registered subsequently to the charge.

No Obligation to Advance

24. Neither the execution nor registration of the Charge shall bind the Chargee to advance the money thereby secured, nor shall the advance of a part of the money thereby secured bind the Chargee to advance any unadvanced portion thereof, but nevertheless the Charge shall take effect forthwith upon the execution of the Charge by the Chargor, and the expenses of negotiating the loan, investigating the title and registering the Charge and other necessary documents and of the valuation of the Lands are to be secured by the Charge, in the event of the whole or any balance of the Principal not being advanced, the same to be charged thereby upon the Lands, and to be payable forthwith without demand therefore, with Interest from the date thereof and, in default, the Chargee's power of sale thereby given and all other remedies thereunder shall be exercisable forthwith.

Spousal Status

25. The Chargor shall forthwith notify the Chargee in writing of any change in the Chargor's spousal status during the term of the Charge.

Guarantee

26. The Guarantor, in consideration of the making by the Chargee to the Chargor of the loan secured by the Charge,
(a) agrees to be liable with the Chargor as principal debtor and not as surety, for due payment of all moneys payable under the Charge at the times and in the manner provided in the Charge;
(b) unconditionally guarantees full performance and discharge by the Chargor of all the obligations of the Chargor pursuant to the provisions of the charge at the times and in the manner provided in the Charge;
(c) agrees to indemnify and save harmless the Chargee against and from all losses, damages, costs and expenses which the Chargee may sustain, incur or be or become liable for by reason of:

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- (i) the failure, for any reason whatsoever, of the Chargor to pay the moneys expressed to be payable pursuant to the provisions of the Charge;
 - (ii) the failure, for any reason whatsoever, of the Chargor to do and perform any other act, matter or thing pursuant to the provisions of the Charge; or
 - (iii) any act, action or proceeding of or by the Chargee for or in connection with the recovery of the said moneys or the obtaining of performance by the Chargor or any other act, matter or thing pursuant to the provisions of the Charge.
- (d) agrees that the Chargee may at any time and from time to time and without notice to, or any consent or concurrence by the Guarantor, make any settlement, extension or variation in the terms of the Charge or take or surrender any security, and that no such thing done by the Chargee nor any carelessness or neglect by the Chargee in asserting its rights nor any other thing whatsoever, including, without in any way limiting the generality of the foregoing, the loss by operation of law of any right of the Chargee against the Chargor or the loss or destruction of any security shall in any way release or diminish the liability of the Guarantor under the Charge, so long as any moneys expressed by the Charge to be payable remain unpaid or the Chargee has not been reimbursed for all such losses, damages, costs, charges, and expenses as aforesaid; and
- (e) agrees that the Chargee shall not be obligated to proceed against the Chargor or to enforce or exhaust any security before proceeding to enforce the obligations of the Guarantor set out in the Charge and that enforcement of such obligations may take place before, after or contemporaneously with the enforcement of any debt or obligation of the Chargor or the enforcement of any security for any such debt or obligation.

Interpretation

27. (a) The words "Chargor" and "Guarantor" and the personal pronoun "he" or "his" relating thereto and used therewith shall be read and construed as "Chargor" or "Chargors" or "Guarantor" or "Guarantors" and "he" or "she", "his", "her" or "their" respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted; that all rights, advantages, privileges, immunities, powers and things secured by the Charge to the Chargee shall be equally secured to or exercisable by its successors and assigns; that all covenants and liabilities entered into or imposed under the Charge upon the Chargor and the Guarantor shall be equally binding upon their respective heirs, executors, administrators and assigns or successors and assigns as the case may be; that all such covenants, liabilities and obligations shall be joint and several; that time shall be of the essence of the Charge; and that all provisions hereof shall have effect, any statute to the contrary notwithstanding.
- (b) Headings are not to be considered part of these standard charge terms and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents of the paragraphs to which they relate.

Dated this 4th day of December, 1986.

FirstOntario Credit Union Limited HEREBY CERTIFIES THAT THE FOREGOING IS A COPY OF THE STANDARD CHARGE TERMS FILED BY IT WITH THE DIRECTOR OF LAND REGISTRATION PURSUANT TO SUBSECTION 8(1) OF THE LAND REGISTRATION REFORM ACT, 1984 ON THE 23rd DAY OF JUNE, 1987 AS NO.8714.

ACKNOWLEDGEMENT

This Set of Standard Charge Terms is included in a Charge signed the _____ day of _____
made by _____

as Chargor(s)

TO: **FirstOntario Credit Union Limited**

as Chargee

and each Chargor(s) hereby acknowledges receiving a copy of this Set of Standard Charge Terms before signing the Charge.