



**Standard Charge Terms**  
**Land Registration Reform Act**

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

**Contents**

1. Definitions ..... 3

2. What this Mortgage does ..... 4

    2.1 Maximum amount secured ..... 4

    2.2 Continuing security (applies to the Line of Credit) ..... 4

    2.3 Accessing your Line of Credit ..... 4

    2.4 Multiple Loans ..... 5

    2.5 Your interest in your property ..... 5

    2.6 Who is obligated by this Mortgage ..... 5

    2.7 Changing or renewing this Mortgage  
     (also important to anyone who has a subsequent interest in your property) ..... 5

    2.8 Making material changes ..... 5

    2.9 Mortgages with deposits (applies to the Loan) ..... 5

3. Interest ..... 6

    3.1 Interest on the Loan ..... 6

    3.2 Interest on the Line of Credit ..... 7

    3.3 Interest on amounts advanced to you before the Interest Adjustment Date  
     (applies only to the Loan) ..... 7

    3.4 Interest adjustment when payment frequency changes (Applies only to the Loan) ..... 8

4. Payments on the Loan Amount ..... 8

    4.1 Currency and place of payment ..... 8

    4.2 Bank account for payments ..... 8

    4.3 Regular payments ..... 8

    4.4 Payments on amounts advanced to you before the Interest Adjustment Date ..... 8

    4.5 Payment on default ..... 8

    4.6 Demand to repay the Total Debt immediately ..... 9

    4.7 How we apply your Loan payments ..... 9

    4.8 Changing the amount of your Loan payments ..... 9

    4.9 Prepaying your Loan without paying a prepayment charge ..... 10

    4.10 Prepaying your Loan with prepayment charges ..... 10

    4.11 Prepayments if the property has more than four living units or  
     if the property is used for commercial, industrial or non-residential purposes ..... 13

    4.12 Date of the Mortgage ..... 13

5. Payments on the Line of Credit Amount ..... 13

    5.1 Currency and place of payment ..... 13

    5.2 Bank account for payments ..... 13

    5.3 Regular payments ..... 14

    5.4 Additional payments ..... 14

    5.5 Monthly statements ..... 14

    5.6 How we apply your payments ..... 14

    5.7 Demand for payments ..... 14

    5.8 If you fail to make a payment when it is due ..... 14

    5.9 Service Charges ..... 15

6. Re-advances of the Loan ..... 15

7. Early renewal of the Loan (applies ONLY if you have a Fixed Rate Loan) ....	15
8. Converting your Loan (applies ONLY if you have an Adjustable Rate Loan)	16
9. Automatic renewal of the Mortgage (applies ONLY to the Loan) .....	16
10. Your obligations related to your property .....	16
10.1 Leases and Rents.....	16
10.2 Protecting your title and our interest.....	17
10.3 Demolition and alterations.....	17
10.4 Insurance .....	17
10.5 Property taxes .....	18
10.6 Repairs .....	19
10.7 Hazardous or illegal substances, environmental regulations, and illegal activities .....	19
10.8 Ontario New Home Warranties Plan Act.....	20
10.9 Possession of your property on default.....	20
11. Condominium .....	20
11.1 Compliance with the Condominium Act, 1998.....	20
11.2 Payment of amounts and common expenses .....	20
11.3 Notices and demands.....	20
11.4 Voting rights.....	21
11.5 Acceleration of repayment of the Total Debt .....	21
11.6 Insurance.....	21
12. Our rights .....	22
12.1 We are under no obligation to make advances to you under the Mortgage .....	22
12.2 Releasing your property from the Mortgage .....	22
12.3 Enforcing our rights .....	22
12.4 Delay in enforcing our rights.....	23
12.5 If we do not enforce our rights on a particular default .....	24
12.6 Court orders and judgments .....	24
12.7 Doctrine of consolidation .....	24
12.8 Administration and processing fees.....	24
12.9 Certain actions we can take .....	25
13. What happens if your property is sold or transferred .....	25
14. Assumption of the Mortgage .....	25
15. Guarantee .....	26
16. Portability .....	26
17. Expropriation.....	27
18. Family Law Act.....	27
19. If part of the Mortgage is not valid.....	27
20. Statutory covenants excluded.....	27
21. Reference to laws .....	27
22. Electronic, written and oral communications.....	27
23. Collecting, Using, and Disclosing Your Personal Information .....	27
24. Discharge.....	28

## 1. Definitions

This section defines specific terms you will find in this set of Standard Charge Terms:

**Mortgage** means

- the registered document which is the part of this mortgage that is or will be registered against the title to your property;
- this set of Standard Charge Terms;
- any Schedules that are attached to the registered document; and
- any renewals or amendments.

**You** and **your** mean each person, corporation, and other entity who has signed the Mortgage as a borrower. This includes the personal and legal representatives of each person, corporation and other entity.

**We, us,** and **our** mean CIBC Mortgages Inc. trading as FirstLine Mortgages.

**CIBC** means Canadian Imperial Bank of Commerce.

**Your property** means the land described in the registered document. It includes all buildings and structures on the land now or added later, as well as anything attached now or later to the land or to any building or structure on the land. This includes any improvements, substitutions, additions or alterations made to any building, structure or the land. If your property is a condominium unit, your property includes your interest in the common elements and any other interest that you may have in the assets of the condominium corporation. Any references to your property mean all or any part of your property.

**Principal Amount** is the amount of money identified as the principal amount in the registered document.

**Loan** means the amount of money advanced to you under this Mortgage at a fixed rate of interest or at a floating rate of interest based on the CIBC Prime Rate, as shown on the schedule to the registered document. If the Loan has a fixed rate of interest, it is referred to as the Fixed Rate Loan. If the Loan has a floating rate of interest based on the CIBC Prime Rate, it is referred to as an Adjustable Rate Loan.

**Loan Amount** means the amount of money you owe at any given time under the Loan.

**Initial Loan Amount** is the amount shown in the schedule to the registered document as the "Initial Loan Amount."

**Line of Credit** means the Line of Credit secured by this Mortgage on which interest is payable at a floating rate of interest based on the CIBC Prime Rate as shown in the schedule to the registered document. The credit limit of the Line of Credit at any given time is equal to the Principal Amount less the Loan Amount.

**Line of Credit Amount** means the amount of money you owe at any given time under the Line of Credit.

**Line of Credit Debt** means all your present and future debt to us in connection with the Line of Credit. This debt could include interest, service charges and other amounts payable under the Line of Credit as stated in the Mortgage.

**Total Debt** means the total of the following amounts:

- the Principal Amount;
- interest as required by this Mortgage;
- interest on unpaid interest; and
- all other amounts that you must pay under this Mortgage.

**Interest Adjustment Date** is the date identified as the interest adjustment date in the registered document. The Interest Adjustment Date is one payment period before the first regular payment date.

**CIBC Prime Rate** is the annual variable reference rate of interest that CIBC declares from time to time as its prime rate for Canadian dollar loans made by CIBC in Canada. The CIBC Prime Rate can change at any time. You can find out what the CIBC Prime Rate is on any

given day by calling us toll free at 1-800-970-0700 in Canada or by visiting our web site at [www.firstline.com](http://www.firstline.com).

**Current Mortgage Rate** is the interest rate in effect at any particular time.

**Your regular payment** means the amount of each payment as described in the registered document.

**Taxes** means all taxes, assessments and levies of any kind and includes any interest and penalties. Examples of taxes include property taxes, local improvement assessments, school taxes and development charges. Taxes could also include penalties or costs associated with a cleanup following a fire, explosion or other destruction or damage.

**Mortgage Year** means the 12-month period following the Interest Adjustment Date and each anniversary of the Interest Adjustment Date.

## 2. What this Mortgage does

By signing the Mortgage, you charge your entire interest in your property to us. In return, we make a loan to you that consists of:

- the Initial Loan Amount or any part of the Loan Amount that is advanced to you from time to time; and
- a Line of Credit Amount that is available to you.

This means that your interest in your property is security to us for repayment of the Total Debt and your performance of all your obligations under the Mortgage.

You agree to pay the Total Debt as required by the Mortgage, and to meet all of your other obligations under this Mortgage, including paying all taxes on your property. You agree to make all payments required by this mortgage in full, without delay, without making any set off, abatement, counterclaim or deductions, and without withholding any amounts. You agree not to cancel, offset or reduce any payments that you have made or that you are required to make.

### 2.1 *Maximum amount secured*

The maximum amount secured under this Mortgage is the Total Debt.

### 2.2 *Continuing security (applies to the Line of Credit)*

Your security under this Mortgage, whether or not it secures a revolving or fluctuating balance, is continuing security for the Line of Credit Debt even if any of the following occurs:

- there is any change in the amount or nature of the Line of Credit Debt or any accounts relating to the Line of Credit Debt; or
- the Line of Credit Amount is reduced to zero.

This means that the Mortgage will not be considered to have been discharged if either of these occurs.

### 2.3 *Accessing your Line of Credit*

You can access the Line of Credit in a variety of ways, including cheques, internet banking, telephone transfers and by pre-authorized debit. All cheques or withdrawals may only be in Canadian funds.

All transfers of funds from the Line of Credit to any other account are treated as increases to the Line of Credit Amount. Transfers can be made to another account with CIBC, its affiliates, or any other entity.

Funds withdrawn on the Line of Credit through internet or electronic banking will be withdrawn on the date you instruct us to withdraw the funds. Not all financial institutions process electronic transactions within the same time period. As a result, you should give withdrawal instructions several business days before the date you wish the funds to be transferred to another account. We will not be responsible for processing delays by other financial institutions.

## **2.4 Multiple Loans**

You cannot have multiple Loans secured by this Mortgage.

## **2.5 Your interest in your property**

If you own your property, you certify that you are the lawful owner of your property and have the right to give us this Mortgage.

In all cases, you also certify that there are no encumbrances or limitations affecting title to your property, except those that we have agreed to in our loan approval document and except building and zoning by-laws that you have complied with. Examples of an encumbrance or limitation would be another mortgage or a lien.

You also agree that you will sign any other document or do what is necessary, in our opinion, to make sure that all of your interest in your property has been completely charged to us so that our loan to you is adequately secured. You will be responsible for any costs associated with obtaining these documents, taking any actions we require, and proving that all of your interest in the property has been charged to us.

You agree to pay us all of our costs, including any legal fees and expenses, for investigating the title to your property and registering the Mortgage. You must pay these amounts to us immediately. If you do not pay them, we may: (i) declare you in default on the Mortgage, or (ii) add these amounts to the Loan Amount [or Line of Credit Amount, as applicable], or (iii) do both.

## **2.6 Who is obligated by this Mortgage**

The obligations under this Mortgage are the collective and individual responsibility of each person, corporation or other entity who signed it. This means that each borrower and guarantor is responsible for meeting all obligations in this Mortgage and paying the Total Debt, even if others have also signed this Mortgage.

In addition, your legal and personal representatives and anyone else to whom your property is transferred must meet the obligations in this Mortgage. Our successors and anyone to whom we transfer this Mortgage is also obligated by this Mortgage.

## **2.7 Changing or renewing this Mortgage (also important to anyone who has a subsequent interest in your property)**

We may make written agreements with you to change any part of this Mortgage. These agreements could include renewing the Mortgage, amending the Mortgage, or extending the length of time for the Mortgage. These agreements may or may not include a change in the interest rate.

We do not have to register these agreements on the title to your property to retain our rights under the Mortgage. Even if we do not register these agreements, this Mortgage, as renewed, extended or amended, maintains priority over anything else that may be registered against the title to your property after the Mortgage.

Any new agreement we make with any borrower or any other person who is obligated to pay the Total Debt will not release or affect the liability of others who are obligated under this Mortgage, even if they do not sign or are not advised of the new agreement.

Anyone having a subsequent interest in the property is obligated under this Mortgage for the repayment of the Total Debt. This is the case even if the Principal Amount is not fully advanced or whether the Total Debt is reduced to zero.

## **2.8 Making material changes**

Any agreement, whether verbal or in writing, to make material changes to the Mortgage terms and conditions will apply not only to those who agree to the changes but also to any person who signed the original Mortgage agreement, including guarantors, but did not receive notice of the changes or agree to the changes in writing. Examples of these changes include extensions of the time for payments, changes in the interest rate and renewals or extensions of the term of the Mortgage.

## **2.9 Mortgages with deposits (applies to the Loan)**

If required under the terms of your Loan, you will deposit funds as a mortgage security deposit. You authorize us to deduct the deposit from the Initial Loan Amount

advanced. You will earn interest on this deposit at the 30-day deposit rate of CIBC. The deposit must be advanced within 120 days of the date of funding. If this is not done, you authorize us to apply the deposit on account of the Loan Amount and the monthly payment will be adjusted to reflect the lower Loan Amount. Interest will not be paid if the deposit is not released to you. You agree to sign an amending agreement which is to be registered on title to your property.

### 3. Interest

#### 3.1 *Interest on the Loan*

##### **(applies ONLY to Fixed Rate Loans)**

The interest rate on the Loan is shown in the schedule to the registered document. Interest is payable at the frequency shown in the schedule to the registered document.

Interest is compounded semi-annually, not in advance. Interest is calculated on each regular payment date. Although the annual interest rate is based on a full year, if the Mortgage is prepaid or paid off in February of a leap year, daily interest will be calculated on the basis of a 29-day month.

Interest is calculated half-yearly, not in advance, within the meaning of the *Interest Act* (Canada).

Interest is payable on the Loan Amount at this rate until the Loan Amount has been paid, both before and after the balance due date in the schedule to the registered document, before and after default, and before and after we obtain any court judgment against you.

If you do not make the regular Mortgage payment or any other payment when required, we will charge interest on **all** overdue amounts, including unpaid interest. The rate we will use is the rate shown in the schedule to the registered document for the Loan and is payable both before and after the balance due date, before and after default, and before and after any court judgment we obtain against you. If we demand, you must pay us this additional interest immediately both before and after the balance due date, before and after default, and before and after any court judgment we obtain against you.

##### **(applies ONLY to Adjustable Rate Loans)**

The interest rate on the Loan is shown in the schedule to the registered document. Interest is payable at the frequency shown in the schedule to the registered document.

Because the interest rate on your Loan is variable, the interest rate in effect at any particular time is your Current Mortgage Rate for the Adjustable Rate Loan.

The interest rate will be the CIBC Prime Rate, plus or minus the number of percentage points, if any, as shown in the schedule to the registered document. The CIBC Prime Rate will vary from time to time. The principal and interest Loan payment will be recalculated every time the CIBC Prime Rate changes, based on the Current Mortgage Rate and the remaining amortization period of the Mortgage.

Interest is compounded semi-annually, not in advance. Interest is calculated on each regular payment date. Although the annual interest rate is based on a full year, if the Mortgage is prepaid or paid off in February of a leap year, daily interest will be calculated on the basis of a 29-day month.

Interest is payable on the Loan Amount at this rate until the Loan Amount has been paid, both before and after the balance due date in the schedule to the registered document, before and after default, and before and after we obtain any court judgment against you.

The interest rate will change **automatically** every time there is a change in the CIBC Prime Rate. These changes will occur without you being notified.

Within a reasonable time after each change in the CIBC Prime Rate, we may send you a letter telling you the Current Mortgage Rate, and the date it became effective, and if applicable, the new principal and interest Loan payment amount. We will mail this letter to the address we have on file for you. The interest rate will still vary whether or

not we have sent you a letter about the change and whether or not you have received the letter. However, if we do send you the letter, we may continue to accept or process the same payment amount that we processed before the change in the CIBC Prime Rate until a reasonable time after the letter was sent to you. You can find out what the CIBC Prime Rate is on any given day by calling us toll free at 1-800-970-0700 in Canada or by visiting our web site at [www.firstline.com](http://www.firstline.com).

Interest is calculated half-yearly, not in advance, within the meaning of the *Interest Act* (Canada).

If there is a need to prove the CIBC Prime Rate in effect at any time, you agree that a certificate from us stating the rate will be considered as conclusive evidence of the rate in effect at that time.

### **3.2 Interest on the Line of Credit**

The interest rate on the Line of Credit will be the CIBC Prime Rate, plus or minus the number of percentage points, if any, as shown in the schedule to the registered document for the Line of Credit. The CIBC Prime Rate will vary from time to time. The principal and interest payment will be recalculated every time the CIBC Prime Rate changes, based on the Current Mortgage Rate and the remaining amortization period of the Mortgage.

The interest rate will change **automatically** every time there is a change in the CIBC Prime Rate. These changes will occur without you being notified.

Because the interest rate on your Line of Credit will change from time to time, the interest rate in effect at any given time is your Current Mortgage Rate for the Line of Credit.

Interest is payable monthly as shown in the schedule to the registered document and is compounded monthly based on the daily balance of your Line of Credit Debt. Although the annual interest rate is based on a full year, if the Mortgage is prepaid or paid off in February of a leap year, daily interest will be calculated on the basis of a 29-day month.

We charge you interest on all amounts you borrow on your Line of Credit. We charge interest from the day we record the transaction until the day we receive the amount you owe. Interest is shown on your monthly statement. Interest that accumulates before we receive your payment will appear on your next monthly statement. You must pay interest both before and after any of the following events:

- we ask you to pay the total amount you owe on your Line of Credit;
- you do not meet your obligations under this Mortgage;
- you become bankrupt or insolvent;
- you have any legal action taken against you or your property; or
- we obtain a court order instructing you to pay us the money you owe.

The information in Appendix 1 is provided to you because the interest rate charged on the Line of Credit may be expressed other than as a semi-annual calculation and because the interest rate may change from time to time. For each Current Mortgage Rate calculated monthly not in advance, you can find what the equivalent interest rate is calculated half-yearly not in advance.

If there is a need to prove the CIBC Prime Rate in effect at any time, you agree that a certificate from us stating the rate will be considered as conclusive evidence of the rate in effect at that time.

### **3.3 Interest on amounts advanced to you before the Interest Adjustment Date (applies only to the Loan)**

Interest on any part of the Loan that we advance to you before the Interest Adjustment Date will be calculated semi-annually not in advance at the interest rate for the Loan shown in the schedule to the registered document, on the date of advance.

### **3.4 Interest adjustment when payment frequency changes (Applies only to the Loan)**

If you are not in default on your Loan, you may change your payment frequency to any of the options available for your type of Mortgage at the time you make the change. If you choose to change your payment frequency, an interest adjustment amount and an administration and processing fee may be payable. You must pay the interest adjustment amount and any administration or processing fee immediately. If you do not pay these amounts, we may declare that you are in default on your Loan, or we may add the interest adjustment and administration or processing fees to the Loan Amount, or we may do both.

## **4. Payments on the Loan Amount**

### **4.1 Currency and place of payment**

You will pay the Loan Amount to us in Canadian dollars at the address shown on the registered documents.

In some cases, we may write to you to tell you to send your payments to a different address. If we do this, you must send your payments to that different address.

### **4.2 Bank account for payments**

You must maintain a bank account that is satisfactory to us with a Canadian financial institution and give us authorization to automatically deduct each payment of principal, interest, taxes and any other optional services you have selected when they are due.

You must make sure that the account always contains sufficient funds to meet each payment amount. If you don't maintain sufficient funds in the account, or if you cancel the authorization to deduct payments, or if you close the account, we will consider you to be in default on your Mortgage. In these cases, you agree to pay us immediately our administration and processing fees in effect at that time for any actions that we take. If you do not immediately pay us these fees, we may declare that you are in default on your Loan, or add these fees to the Loan Amount, or do both.

### **4.3 Regular payments**

You must make regular payments to us for the principal and interest on the Loan. The amount of each payment and the payment dates are shown in the schedule to the registered document. You must make these payments starting with the first payment date up to and including the last payment date.

You must pay any outstanding balance of the Loan Amount on the balance due date. You can find the balance due date in the schedule to the registered document.

### **4.4 Payments on amounts advanced to you before the Interest Adjustment Date**

We may advance to you part of the Principal Amount before the Interest Adjustment Date. In these cases, we will decide which of the following methods will be used to pay interest on the amount advanced to you before the Interest Adjustment Date:

- we may ask you to pay the interest on this amount on the Interest Adjustment Date;
- we may deduct the interest from your bank account on the Interest Adjustment Date;
- we may deduct the interest from the remaining amount of the Loan that we advance to you; or
- we may deduct the interest from your bank account on the first Loan payment date.

### **4.5 Payment on default**

If you do not meet one or more of your obligations under the Mortgage, including your obligation to make payments, you must immediately pay to us all outstanding amounts. We also have the right to change your payment dates to once a month, and require you to pay principal and interest, taxes and any other optional services you have



selected on a monthly basis. If we do this, we may require you to pay interest up to the first day of the following month. You must pay this interest within 15 days of notice from us. If you do not, we will add this interest to the Loan Amount. We may also use any of our rights stated in section 4.6 below.

#### **4.6 Demand to repay the Total Debt immediately**

We may require you to repay the Total Debt immediately if:

- you do not make any payment required by the Mortgage;
- you do not meet one or more of your obligations under the Mortgage;
- we discover that a statement, certification, or representation you made to us or an agreement you made with us in this Mortgage, or when you applied for the Mortgage, is not true;
- we receive notice of a construction lien, conditional sale agreement, notice of security interest or other lien registered against the title to your property;
- any buildings being erected on your property, or any additions, alterations or improvements done to your property, remain unfinished without work being done on them for 10 consecutive days;
- your property is abandoned;
- you are unable to pay your debts when they are due or you become bankrupt or insolvent; or
- you do not make any payment or meet your obligations under any other loan with us, CIBC, or the affiliates of either us or CIBC, even if the loan is not secured by this Mortgage.

If any one of these circumstances listed above occurs, you are not meeting your obligations under this Mortgage.

#### **4.7 How we apply your Loan payments**

We will apply each regular Loan payment we receive from you in the following order:

1. To bring into good standing any accounts related to the Mortgage for which we are holding funds for payment to others, including tax accounts.
2. To pay for the cost of optional services made available by us and selected by you.
3. To pay any collection expenses or any applicable administration and processing fees.
4. To pay interest or reduce the interest (including deferred interest, and any outstanding or late interest charges) on the Principal Amount accumulated up to, but not including, the payment date.
5. To reduce the Principal Amount.

However, if you do not meet one or more of your obligations under your Mortgage, we may apply any payments or any other money we receive during the period of default in whatever order we choose. You can always contact us to find out the amount of interest in arrears at any time, if any.

#### **4.8 Changing the amount of your Loan payments**

To qualify for increasing or decreasing your Loan payments, you must meet the following conditions:

- you must have met all your obligations under the Mortgage;
- your property must contain no more than four living units, or be a single residential condominium unit; and
- no part of your property may be used for commercial, industrial or other non-residential purposes.

These privileges are non-cumulative. This means that you cannot carry forward unused allowable increases or decreases in payments to future Mortgage Years.

**(applies ONLY if you have a Fixed Rate Loan)**

Each Mortgage Year, you have the privilege of increasing the amount of your regular Loan payment by up to 25% of the amount of your original Loan payment without paying a prepayment charge. The original Loan payment amount for principal and interest is shown in the schedule to the registered document.

Once each Mortgage Year you may also decrease the amount of your regular Loan payment, but only if the amortization period for the Mortgage which results from that decreased payment amount does not exceed the remaining amount of time left in the original amortization for the Loan.

In all cases, your payment for principal and interest on the Loan may never be less than your original Loan payment for principal and interest, as shown in the schedule to the registered document.

**(applies ONLY if you have an Adjustable Rate Loan)**

Each Mortgage Year you have the privilege of increasing the amount of your regular payment to any amount, without paying a prepayment charge, as long as the resulting amortization period is not less than five years.

Once each Mortgage Year, you may also decrease the amount of your regular payment as long as the resulting amortization period is not longer than the remaining time left in the original amortization period.

**4.9 Prepaying your Loan without paying a prepayment charge**

Each Mortgage Year, you may prepay up to 20% of the Initial Loan Amount without paying a prepayment charge.

The following conditions apply:

- you may only make a prepayment on a regular Loan payment date;
- the minimum prepayment is \$100.00;
- if you do not use any or all of this privilege in a Mortgage Year, you cannot carry forward any unused portion of the privilege to a future Mortgage Year;
- this right of prepayment without paying a prepayment charge does not apply if you prepay the entire Loan Amount, even if you have not used this privilege in the Mortgage Year when the Loan Amount is paid off;
- you must have met all your obligations under the Mortgage;
- your property must contain no more than four living units or be a single residential condominium unit; and
- no part of your property may be used for commercial, industrial or other non-residential purposes.

**4.10 Prepaying your Loan with prepayment charges**

If you want to prepay more than the 20% allowed in any Mortgage Year, a prepayment charge will apply. Prepayment charges will be payable in addition to regular interest at the interest rate specified in the schedule to the registered document for the Loan and, where applicable, interest in connection with payments we have not processed between the date on which you made your last regular payment and the prepayment date.

**Ordering the Mortgage payout statement**

If you want to prepay the **entire** outstanding Loan Amount, you can ask us to provide you with a statement of the amount required to pay off your Loan Amount. You can specify the date you wish to make the full prepayment. However, the date you select cannot be more than 30 days after the date you ask us to prepare the statement. The date you choose is called the Statement Effective Date.

We will not process any Mortgage payments, or any other payments that we receive, between the date we prepare the Mortgage payout statement and the Statement Effective Date. We will charge you interest on accrued interest on any amounts we do

not process during this time, including your regular Loan payments. Note that the interest on accrued interest for payments and amounts not processed during this time will be charged in addition to regular interest at the rate specified in your Mortgage.

If you do not pay off your Loan on the Statement Effective Date, we will, within 60 days following the Statement Effective Date, process all Loan payments, and any other payments, that we did not process between the date we prepared the Loan payout statement and the Statement Effective Date.

#### **After the end of the fifth year of your Mortgage**

If the term of your Loan is greater than five years and you are not a corporation, you may prepay the entire outstanding Principal Amount of the Loan at any time after the end of the fifth year of the term. In this case, you agree to pay us a prepayment charge equal to three months' interest on the amount you prepay. Interest costs will be calculated at the interest rate set out in the schedule to the registered document for the Loan.

#### **Before the end of the fifth year of your Mortgage**

To take advantage of any of the following prepayment privileges, the following conditions apply:

- you must have met all of your obligations under the Mortgage;
- your property must contain no more than four living units or be a single residential condominium unit; and
- no part of your property is used for commercial, industrial or other non-residential purposes.

#### **Prepayment charge calculation (applies ONLY if you have a Fixed Rate Loan)**

If you want to prepay more than the 20% allowed in any Mortgage Year, a prepayment charge will apply.

This prepayment charge will be payable in addition to regular interest at the interest rate for the Loan specified in your Mortgage and where applicable, interest in connection with payments we have not processed between the date on which you made your last regular Loan payment and the prepayment date. The prepayment charge will be the higher amount of the following two amounts:

- three months' interest costs on the amount that is subject to a prepayment charge, calculated at your existing annual Loan interest rate, plus any discount you received on your existing annual Loan interest rate; or
- the interest rate differential amount, which is explained below.

If you are making a **partial** prepayment that is more than the 20% allowed in any Mortgage Year, the prepayment can only be made on a regular payment date. For partial prepayments, the interest rate differential amount is the **difference** between the following two amounts:

1. The interest costs on the amount you are prepaying that is subject to a prepayment charge, calculated over a period of time equal to the period of time from the prepayment date to the maturity date of your Loan. Interest is calculated at your existing annual Loan interest rate, plus any discount you received on your existing annual Loan interest rate. Interest is compounded semi-annually, not in advance, and is calculated using your principal and interest payment amount in effect at the time you prepay.
2. The interest costs on the amount you are prepaying that is subject to a prepayment charge, calculated over a period of time equal to the period of time from the prepayment date to the maturity date of your Loan at the interest rate posted by us on the date of prepayment for the type of product described in the chart below. Interest is compounded semi-annually, not in advance, and is calculated using your principal and interest payment amount in effect at the time

you prepay. Use the chart below to find out what interest rate would apply in your case:

If the length of time between the prepayment date and the maturity date of your Loan is:	We will use the posted interest rate charged by us on the date of prepayment for:
Less than 9 months	FirstLine Mortgages Auto 6 Plus mortgages
9 months or greater and less than 18 months	FirstLine Mortgages Auto 12 Plus mortgages
18 months or greater and less than 30 months	2 year FirstLine Mortgages Matrix Fixed Rate Loans
30 months or greater and less than 42 months	3 year FirstLine Mortgages Matrix Fixed Rate Loans
42 months or greater and less than 54 months	4 year FirstLine Mortgages Matrix Fixed Rate Loans
54 months or greater and less than 78 months	5 year FirstLine Mortgages Matrix Fixed Rate Loans
78 months or greater and less than 102 months	7 year FirstLine Mortgages Matrix Fixed Rate Loans
102 months or greater and less than 150 months	10 year FirstLine Mortgages Matrix Fixed Rate Loans
150 months or greater and less than 180 months	15 year FirstLine Mortgages Matrix Fixed Rate Loans

If you are prepaying the **entire** outstanding Loan Amount, the interest rate differential amount is the **difference** between the following two amounts:

1. The interest costs on the amount you are prepaying calculated over a period of time equal to the period of time from your last scheduled regular Loan payment date that is on or before the date of prepayment, whether or not it is actually paid, to the maturity date of your Loan. Interest is calculated at your existing annual Loan interest rate, plus any discount you received on your existing annual Loan interest rate. Interest is compounded semi-annually, not in advance, and is calculated using your principal and interest payment amount in effect on the date we prepare the payout statement.
2. The interest costs on the amount you are prepaying calculated over a period of time equal to the period of time from your last scheduled regular Loan payment date that is on or before the date of prepayment, whether or not it is actually paid, to the maturity date of your Loan. Interest is calculated at the interest rate posted by us on the date we prepare the payout statement for the type of product described in the chart below. Interest is compounded semi-annually, not in advance, and is calculated using your principal and interest payment amount in effect on the date we prepare the payout statement. Use the chart below to find out what interest rate would apply in your case:

If the length of time between the statement effective date and the maturity date of your Loan is:	We will use the posted interest rate charged by us on the date the Loan payout statement is generated for:
Less than 9 months	FirstLine Mortgages Auto 6 Plus mortgages
9 months or greater and less than 18 months	FirstLine Mortgages Auto 12 Plus mortgages
18 months or greater and less than 30 months	2 year FirstLine Mortgages Matrix Fixed Rate Loans
30 months or greater and less than 42 months	3 year FirstLine Mortgages Matrix Fixed Rate Loans
42 months or greater and less than 54 months	4 year FirstLine Mortgages Matrix Fixed Rate Loans
54 months or greater and less than 78 months	5 year FirstLine Mortgages Matrix Fixed Rate Loans

If the length of time between the statement effective date and the maturity date of your Loan is:	We will use the posted interest rate charged by us on the date the Loan payout statement is generated for:
78 months or greater and less than 102 months	7 year FirstLine Mortgages Matrix Fixed Rate Loans
102 months or greater and less than 150 months	10 year FirstLine Mortgages Matrix Fixed Rate Loans
150 months or greater and less than 180 months	15 year FirstLine Mortgages Matrix Fixed Rate Loans

**Prepayment charge calculation  
 (applies ONLY if you have an Adjustable Rate Loan)**

If you want to prepay more than the 20% allowed in any Mortgage Year, a prepayment charge will apply.

If you are making a **partial** prepayment, the prepayment can only be made on a regular payment date. The prepayment charge will be equal to three months' interest on the amount of your prepayment that is more than the 20% allowed in any Mortgage Year. The interest costs will be calculated at the CIBC Prime Rate in effect on the date of prepayment.

If you are paying the **entire** outstanding Loan Amount, the prepayment charge will be equal to three months' interest on the total amount you are repaying. The interest rate we will use to calculate the prepayment charge will be the CIBC Prime Rate in effect on the date we prepare the Mortgage payout statement.

**4.11 Prepayments if the property has more than four living units or if the property is used for commercial, industrial or non-residential purposes**

If your property has more than four living units or is used in whole or in part for commercial, industrial or other non-residential purposes, then you have no prepayment rights.

**4.12 Date of the Mortgage**

You agree that for purposes of defining the date of the Mortgage for any statutory right of prepayment, renewal or early renewal, the date of the Mortgage is the Interest Adjustment Date shown in the registered document. This is the case even if the Mortgage or renewal agreement or early renewal agreement was signed on a different date.

**5. Payments on the Line of Credit Amount**

**5.1 Currency and place of payment**

You will pay the Line of Credit Amount to us in Canadian dollars at the address shown on the registered documents.

In some cases, we may write to you to tell you to send your payments to a different address. If we do this, you must send your payments to that different address.

**5.2 Bank account for payments**

You must maintain a bank account that is satisfactory to us with a Canadian financial institution and give us authorization to automatically deduct each payment of principal, interest, taxes and any other optional services you have selected when they are due.

You must make sure that the account always contains sufficient funds to meet each payment amount. If you don't maintain sufficient funds in the account, or if you cancel the authorization to deduct payments, or if you close the account, we will consider you to be in default on your Mortgage. In these cases, you agree to pay us immediately our administration and processing fees in effect at that time for any actions that we have to take. If you do not immediately pay us these fees, we may declare that you are in default on your Loan, or add these fees to the Line of Credit Amount, or do both.

### **5.3 Regular payments**

Until we demand payment of the total Line of Credit Debt, you must make regular monthly payments of interest only on the Line of Credit Amount. The minimum payment is \$50 plus service charges. If the Line of Credit Amount is less than \$50, you must pay the entire Line of Credit Amount together with applicable services charges on the next Line of Credit payment date.

### **5.4 Additional payments**

You can make additional payments on the Line of Credit Amount at any time.

### **5.5 Monthly statements**

For your information and convenience, monthly statements dated the 18th day of each month will be made available to you showing the required payment on the Line of Credit for the period covered by the statement. Each monthly payment is due 21 days after the date of the statement, whether or not you have accessed or received your monthly statement. If the payment due date is a holiday or weekend, the payment may, at our option, be processed on the next business day.

You must report any errors or omissions on the monthly statement to us, in writing, within 30 days of the date of the statement. After that 30th day, the monthly statement will be final (except for any improper credits), and you may not make any claims against us in connection with the monthly statement.

You must report to us immediately if your cheques or any card you use to access your Line of Credit are lost or stolen, or if you suspect that they have been lost or stolen.

### **5.6 How we apply your payments**

We may apply any money that we get to reduce your Line of Credit Debt as we see fit (unless you and we sign an agreement to the contrary) and any credit balance may, at our option, be applied to any other part of the Total Debt in the order shown in section 4.7 above.

### **5.7 Demand for payments**

We may demand that you repay the total Line of Credit Amount at any time. If we do this, we will make demand either by delivering the demand to you personally or mailing it (by first class mail) to the address shown in our records. You will be considered to have received the demand letter on the date of delivery or the fifth day after we mail it.

Your giving us this Mortgage does not prevent us from using any other means to obtain repayment of the Line of Credit Debt.

### **5.8 If you fail to make a payment when it is due**

If at any time you do not pay any amount due under the Mortgage (whether for the Line of Credit or the Loan) or fail to meet any of your obligations under the Mortgage, we may, at our discretion:

- refuse to advance any further credit under the Line of Credit;
- refuse any withdrawal on the Line of Credit;
- cap the Line of Credit Amount; and
- convert the Line of Credit Amount into the Loan.

If a withdrawal would exceed the Principal Amount less the Loan Amount we may refuse the withdrawal on the Line of Credit or require immediate repayment of the amount that is more than the Principal Amount less the Loan Amount.

If you do not make a payment when it is due or do not meet any of your obligations in this Mortgage, in addition to interest, we may impose charges for the purpose of recovering any reasonable costs we incur for the following:

- for legal services retained to collect or attempt to collect the payment;
- in realizing on any security interest or in protecting such security interest, including the cost of legal services retained for that purpose; and

- any service charges.

You must pay us these amounts immediately. If you do not, we may: (i) declare that you are in default on your Line of Credit, or (ii) add these amounts to the Line of Credit Amount, or (iii) do both.

### **5.9 Service Charges**

You will pay applicable service charges relating to your Line of Credit. Service charges may be changed from time to time and will be reflected on your monthly statement.

## **6. Re-advances of the Loan**

At your request, we may from time to time re-advance any amount of the Initial Loan Amount which has been repaid by you to us. Any re-advance is at our sole discretion.

Any re-advance, when taken together with the Loan Amount outstanding immediately before the re-advance is made, cannot be more than the Initial Loan Amount. Also, at any given time, the Total Debt cannot be more than the Principal Amount.

All of the terms and conditions of the Mortgage will apply to all amounts re-advanced under the Loan.

If the re-advance causes the amortization period of the Loan to increase beyond the amortization period remaining immediately before the re-advance, we may require that you increase the amount of your regular Loan payments.

## **7. Early renewal of the Loan**

### **(applies ONLY if you have a Fixed Rate Loan)**

If the Mortgage is amended to extend the Loan term, the date of the Mortgage for the purpose of any rights of prepayment will be the first day of the last extension of time. All of the prepayment conditions stated in these Standard Charge Terms will continue to apply.

If your property contains more than four living units or if your property is used in whole or in part for commercial, industrial or other non-residential purposes, then you cannot renew your Mortgage early.

If your property contains no more than four living units, or if your property is a single residential condominium unit, you may renew the Mortgage before the balance due date. However, the following conditions apply:

- you must have met all your obligations under the Mortgage;
- you must apply to us in writing;
- you must select from the Matrix mortgage options that we offer under the FirstLine Mortgages brand at the time you apply for early renewal;
- you must sign a mortgage amending agreement or an early renewal agreement, in a form acceptable to us, which will contain all of the changed terms and conditions;
- the Loan interest rate will be the interest rate that is in effect for the Matrix mortgage option you select on the date you sign the mortgage amending agreement or the early renewal agreement;
- you must pay us any administration and processing fees that apply to early renewal;
- you must pay us applicable prepayment charges as if the Loan Amount is prepaid in full at the time of the early renewal;
- you must pay us any accumulated interest that results from a change in the frequency of your regular Loan payments, as well as any deferred interest; and
- you must pay all legal expenses related to the early renewal of your Mortgage, including the costs of registration of the renewal documents.

You must pay us all amounts related to the early renewal immediately. If you do not pay them, we may: (i) declare that you are in default on the Mortgage, or (ii) add these amounts to the Loan Amount or Line of Credit Amount, or (iii) do both.

## 8. Converting your Loan

**(applies ONLY if you have an Adjustable Rate Loan)**

If you have met all of your obligations under the Mortgage you may convert your Adjustable Rate Loan into a Fixed Rate Loan, which will have the interest rate and terms that we offer to you at the time you convert.

The following conditions apply:

- you must apply in writing to our Mortgage Servicing Division. Your request for conversion must be signed by all borrowers and guarantors;
- we may require you to sign a mortgage conversion or amending agreement, which will contain all of the changed terms and conditions applicable to the Fixed Rate Loan;
- you will receive a discount of 0.30% per year or more below FirstLine's posted interest rate for the Fixed Rate Loan portion of a Matrix mortgage on the date of conversion. If we provide you with a conversion or amending agreement, the date of conversion will be set out in the agreement. Otherwise the date of conversion will be the date we receive your request for conversion signed by all borrowers and guarantors;
- the new payments at the new interest rate will begin on the first or second scheduled payment date following conversion, whichever we decide; and
- we will not charge you an administration fee for converting your Loan. However, you must pay us any applicable administration and processing fees, and any interest that results from a change in the frequency of your regular Loan payments, as well as any deferred interest. You must also pay all legal expenses related to the conversion documents and their registration, if applicable.

You must pay us all amounts related to converting your Loan immediately. If you do not pay them, we may declare that you are in default on the Mortgage, or we may add these amounts to the Loan Amount, or we may do both.

Once the Loan has been converted, the prepayment privileges of the original Loan will no longer apply. Any prepayment privileges will be contained in the conversion or amending agreement, whether or not you have signed it, and in the Mortgage Disclosure Statement that we will send you following conversion.

## 9. Automatic renewal of the Mortgage (applies ONLY to the Loan)

You agree to either pay all money owing under the Mortgage on the maturity date or, if we have offered to renew your mortgage, to enter into a renewal agreement with us on or before the maturity date. If you do not, provided that we have not advised you that we will not renew your mortgage, the Mortgage will be renewed as a two year fixed rate closed Matrix mortgage with terms and conditions stated in our renewal offer.

## 10. Your obligations related to your property

### 10.1 Leases and Rents

You certify that your property is intended to be used as owner-occupied residential premises 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 any part of your property.

If you do not meet one or more of your obligations related to leasing or renting out your property, or if one or more of the certifications you made to us related to leasing or renting out your property is not true, then we may require you to pay the Total Debt immediately. If we do this, we may pay any tenants what is necessary to obtain their cooperation in showing and selling your property and to obtain possession of your property from the tenant. You agree that these payments will be a cost of enforcing our security, and that they will be added to the Loan Amount or the Line of Credit Amount.



We have the right to decide whether to add these payments to the Loan Amount or the Line of Credit Amount. You also appoint us as your attorney and agent to enforce the terms of any lease or agreement you entered into, and to cancel or terminate any lease or agreement.

We are not obligated to collect any rent or income from your property. We are also not obligated to comply with any part of a lease or agreement related to your property. We will be accountable for rent only when we actually receive it.

Nothing we do under this section will be considered as us taking possession of your property.

If you are not meeting one or more of your obligations under the Mortgage and you rent out any part of your property without our written approval, you will be considered to have done this to discourage us from taking possession of your property, as described in the *Mortgages Act*.

### **10.2 Protecting your title and our interest**

You will take any necessary action to protect your title to your property. You also agree not to interfere in any way with our interest in your property.

### **10.3 Demolition and alterations**

You will not demolish any building or structure, or part of any building or structure, on your property without first obtaining our written approval.

You will not make any substantial alterations, additions or improvements to your property without first obtaining our written approval of your proposed plans for these changes.

If we agree to let you make alterations, additions or improvements to your property, the following conditions apply:

- The work must be completed as quickly as is reasonably possible.
- The work must meet all government requirements and zoning and building by-laws and other standards that apply to your property. If we ask you to, you will give us proof that the work meets all government requirements and building standards.
- You will pay all costs associated with the work, and you will provide us with proof that all amounts that are owed for the work have been paid.
- You must retain all required holdbacks, unless we choose to do so.
- We may obtain an order removing any construction lien. If we think it is necessary, we may provide financial guarantees or other security to obtain this order. If we do this, you must pay to us immediately **all** of our charges, costs and expenses related to this. If you do not, we may declare that you are in default on the Mortgage, or we may add these amounts to the Loan Amount, or we may do both.

### **10.4 Insurance**

**(does NOT apply if your property is a single residential condominium unit)**

You must insure and keep insured all buildings, structures, fixtures and improvements on your property for not less than full replacement value in Canadian dollars. You must keep this insurance coverage in place at all times until the Loan Amount has been fully paid.

Your insurance must include coverage for loss or damage caused by fire with extended perils coverage. At any time, we may require that you also obtain coverage for additional perils, risks or events. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable equipment is operated on your property, then you must also have insurance coverage for loss or damage caused to the equipment, or by the equipment, or by the explosion of the equipment.

If we ask you to, you must provide us with certified copies of all insurance policies. At least 15 days before any insurance policy expires, you must provide us with evidence that you have renewed the policy. All insurance policies must remain in effect until the

Mortgage has been fully paid. All insurance policies must:

- be with a company that is satisfactory to us;
- contain mortgage clauses approved by the Insurance Bureau of Canada, or by us, confirming that any loss proceeds will be paid first to us; and
- give us the first right to receive and to have a lien on the loss proceeds.

If you do not arrange for insurance or if you do not pay the premium for any insurance policy, we may arrange for insurance and pay the premium. However, we are not obligated to do this. If we pay any insurance premium or other amount of money for insurance on your behalf, you must repay us immediately. If you do not, we may declare that you are in default on your Mortgage, or add the amount to the Loan Amount, or Line of Credit Amount, or do both.

If any loss or damage occurs, you must immediately do everything necessary to enable us to obtain the insurance money payable to us under this Mortgage. You must pay all expenses related to this. You agree that if we produce the Mortgage, that will be sufficient authority for the insurance company to pay us any insurance money that is payable because of a loss. By signing this Mortgage, you authorize and direct the insurance company to do so. We have the right to decide how to use the insurance money. We may use part or all of the insurance money to:

- repair or rebuild your property;
- reduce any part of the Loan Amount, or the Line of Credit Amount, whether it is due or not, including paying any prepayment charges that are payable; or
- pay you.

### **10.5 Property taxes**

On or before the Interest Adjustment Date, we may withhold from any advance under the Mortgage any amount we feel necessary to pay current or future taxes.

After the Interest Adjustment Date, and for so long as there is an amount outstanding on your Loan, you agree to pay us, on each regular payment date, a tax instalment in an amount based on the estimated annual taxes that will be payable for the year following that regular payment date. We have the right to determine the amount of the estimated annual taxes, and the amount of your tax instalments.

If you want to take advantage of any discount or to avoid any penalty or interest in connection with the payment of taxes, you must pay us the appropriate amount in addition to the instalments we calculate.

If the taxes on your property are more than our estimate, you will immediately pay us the difference when we ask you to.

You agree to send us all tax bills and other notices or communications related to taxes as soon as you receive them. If you do not, you must repay to us the cost of obtaining these notices. If you do not pay us, we will add these costs to the Loan Amount or the Line of Credit Amount.

We do not have to hold any money you send to us to pay property taxes in trust for you and we do not have to pay you interest on the money you send us to pay property taxes. We do not have to pay property taxes more than once a year.

If there is no Loan Amount outstanding, you will not be required to pay property taxes to us. If there had previously been a Loan Amount outstanding and we had been collecting property tax payments from you and remitting them to the municipality, we will send a notice to you and the municipality advising that we will no longer be collecting and remitting property tax payments on your behalf, and you will be responsible for paying the property taxes directly to the municipality.

If you do not meet any one or more of your obligations under the Mortgage, we may apply any money that we have received for property taxes to any portion of the Loan Amount. You agree to repay to us any costs we incur in paying your property taxes, including amounts charged by the taxing authority for providing information about your property taxes, for sending us your property tax invoices or for accepting property tax payments from us on your behalf. You agree that we may add these amounts to your

tax instalments.

We may choose not to require that you pay property taxes to us, in which case you will be responsible for paying all taxes relating to your property. If this is the case, you will provide us with all of the receipted tax bills by the end of each calendar year. If you do not, you must repay to us the cost of obtaining these tax bills. If you do not pay us, we will add these costs to any portion of the Loan Amount or the Line of Credit Amount. If, for any reason, you do not pay the taxes when required, then we will require that you pay the property taxes to us as described above.

## **10.6 Repairs**

You must keep your property in good condition and in a good state of repair.

You must carry out all necessary repairs and you must not do anything, or let anyone else do anything, that lowers the value of your property.

You must also comply with every present and future law, by-law, ordinance, regulation and order that affects the condition, repair, use or occupation of your property.

You authorize us to enter your property at all reasonable times to inspect and repair your property. By entering your property to inspect it or do repairs, we are not becoming a mortgagee in possession of your property.

We can make any repairs we think are necessary if, in our opinion:

- you do not keep your property in good condition and a good state of repair;
- you do not carry out all necessary repairs, or you do anything, or you allow anything to happen, that lowers the value of your property; or
- you do not comply with all present and future laws, by-laws, ordinances, regulations and orders that affect the condition, repair, use or occupation of your property.

You are responsible for the costs of any repairs and any inspections. You must pay us these costs immediately. If you do not pay these costs immediately, we may: (i) declare that you are in default on your Mortgage, or (ii) add the costs to the Loan Amount or the Line of Credit Amount, or (iii) do both.

## **10.7 Hazardous or illegal substances, environmental regulations, and illegal activities**

You certify that you have made reasonable investigations and enquiries and that, to the best of your knowledge, no part of your property (or any land next to your property) is, or has ever been, or will in the future be, used to manufacture, refine, handle, treat, store, dispose of or in any other way deal with any hazardous or illegal substances, except as allowed by laws, regulations and orders. You may not use your property to manufacture, refine, handle, treat, store, dispose of or in any other way deal with any hazardous or illegal substances as allowed by laws, regulations and orders, unless you have first notified us in writing that you intend to do so, and you have received our written approval.

You also certify that you have made reasonable investigations and enquiries and that, to the best of your knowledge, no part of your property now contains, nor has it ever contained, nor will it contain in the future, any hazardous or illegal substance that may lower the value of your property or negatively affect the marketability of your property.

You certify that no part of your property is or will be used for any illegal purpose, including as a brothel, a gaming house, or for the cultivation or processing of marijuana or other illegal substances.

At any time we may require you to obtain an environmental audit of all or any part of your property. However, we do not have to do so. If we do, you are responsible for all of the costs associated with conducting the environmental audit. The audit must be satisfactory to us. Any environmental audit will not relieve you from your obligations under this section. We can require as many environmental audits as we think necessary.

We, or our agents, may enter and inspect your property and conduct any environmental testing, site assessment, investigation or study that we consider

necessary. You are responsible for the costs of this testing, assessment, investigation or study, including interest at your Mortgage rate. You must pay us these costs, including interest, immediately and they will be a charge on the property.

If hazardous or illegal substances are found on your property, regardless of the source or cause, you must immediately carry out all work required to remove the hazardous or illegal substances from your property and repair the damage to your property. The plans and proposals for doing the work and repairs must have been prepared in consultation with us and must have been approved, in writing, by us in advance. When the work is completed, you must provide us with confirmation in writing that the work is completed. This confirmation must be in a form acceptable to us. You are responsible for all of the costs associated with this work, including providing evidence that the work has been completed.

If you fail to meet one or more of your obligations under this section, you agree that we may do all or any part of the work we feel is necessary. However, we are not obligated to do so. If we do, you will be responsible for **all** of the costs associated with this.

In all cases, you will protect and indemnify us against all actions, claims, lawsuits, costs or other demands relating to hazardous substances or illegal substances on your property, and any breach of your obligations under this section.

If we enforce our rights under this section, we will not be considered to have taken possession, management or control of your property. This also applies to our agents.

#### **10.8 Ontario New Home Warranties Plan Act**

If the *Ontario New Home Warranties Plan Act* applies to your property, you agree to meet all of its requirements. You also agree to reimburse us for any costs that we incur in complying with its requirements, or enforcing your rights on your behalf if you fail to do so.

#### **10.9 Possession of your property on default**

You certify to us that if you fail to meet any of your obligations under the Mortgage, we may take possession of your property without any encumbrances or interference.

### **11. Condominium (applies ONLY to property that is a condominium unit)**

#### **11.1 Compliance with the Condominium Act, 1998**

You will meet all of the requirements of the *Condominium Act, 1998* and the declaration, by-laws and rules and regulations of the condominium corporation as they exist from time to time.

#### **11.2 Payment of amounts and common expenses**

You will pay all amounts required by the *Condominium Act, 1998* and by the declaration and by-laws of the condominium corporation on or before they are due. You must also pay common expenses and any other amounts charged by the condominium corporation. If we ask, you must give us proof that you have paid all of these amounts.

If you do not pay any amounts that you are obligated to pay, we may do so on your behalf. If we do, you must reimburse us immediately for these payments. If you do not, we may declare that you are in default on the Mortgage, or add these amounts to the Loan Amount or the Line of Credit Amount, or do both.

#### **11.3 Notices and demands**

You will mail to us by prepaid registered mail, or deliver to us, copies of all communications related to your unit or the common elements of the condominium corporation, including:

- notices;
- assessments;
- claims or demands for payment;

- new rules or regulations;
- requests or demands of us to consent to any matter; and
- every other communication relating to your unit or to the common elements of the condominium corporation.

You must ensure that we receive these communications 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.

#### **11.4 Voting rights**

You authorize us to do the following in your name and on your behalf:

- exercise your right to vote at any meeting of the condominium corporation; and
- consent to any matter relevant to the management, sale or other dealings with the property or assets of the condominium corporation or the termination of the application of the *Condominium Act, 1998* to the condominium corporation's property or to your property.

We can do this whether or not you are in default.

We may decide not to use our rights to vote or consent. If we decide not to use these rights, we may notify the condominium corporation, in which case you may vote or consent yourself. Our decision 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 do not become a mortgagee in possession, nor are we responsible to protect your interests nor for the way we vote or consent. We are also not responsible if we do not vote or consent.

#### **11.5 Acceleration of repayment of the Total Debt**

At our option, the Total Debt will become payable immediately if:

- government of the condominium corporation's property by the *Condominium Act, 1998* is terminated;
- a vote of the unit owners authorizes the sale of the property of the condominium corporation or of a part of its common elements;
- the condominium corporation fails to meet the requirements of the *Condominium Act, 1998*, its declaration, by-laws or rules and regulations;
- the condominium corporation fails, in our opinion, to manage the condominium property and assets in a careful way or to maintain its assets in good repair; or
- the condominium corporation fails to insure all the condominium units and common elements as required by section 11.6 of these Standard Charge Terms and according to law and any additional requirements we may have, or fails to do all that is necessary to collect insurance proceeds.

#### **11.6 Insurance**

Under the *Condominium Act, 1998*, the condominium corporation must have appropriate insurance. In addition, you must insure all improvements which at any time have been made to your property against loss or damage by fire and, as well, against additional risks as we may require. The insurance company or companies must be approved by us.

You and the condominium corporation assign and transfer the policy or policies of insurance and any payments under them to us. If we ask for them, you must give us certified copies of every insurance policy.

If you or the condominium corporation fail to keep the buildings and improvements insured or do not provide us with evidence of renewal at least fifteen days before the termination of any insurance we may obtain insurance for the buildings or improvements. However, we are not obligated to do this.

If any loss or damage occurs, you will immediately, at your expense, do everything necessary to enable us to obtain the insurance money. We may use all or any part of the proceeds to do any one or more of the following, as permitted by law:

- repair the damage;
- pay you; or
- reduce any part of the Total Debt whether or not it is due, including paying any prepayment charges that result.

The obligation to insure may be performed by the condominium corporation and the proceeds of insurance may be payable in accordance with the declaration and 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 declaration and by-laws and that, as a member of the condominium corporation, you will insist that the condominium corporation comply with these terms.

## 12. Our rights

### **12.1 We are under no obligation to make advances to you under the Mortgage**

We may, for any reason, decide not to advance you all or any part of the Principal Amount, even if:

- you have signed this Mortgage;
- this Mortgage has been registered; or
- we have already given you part of the Principal Amount.

In this case, you will pay us, when we demand, all of our costs and expenses related to investigating title to your property and for registering the Mortgage. These costs will include legal fees and expenses, charged on a “substantial indemnity” basis. You will pay us these costs immediately. If you do not pay them, we may declare you to be in default on the Mortgage, or add them to the Loan Amount or the Line of Credit Amount, or do both.

### **12.2 Releasing your property from the Mortgage**

We may release our interest in all or part of your property, whether or not we receive any value. We will be accountable to you only for money that we actually receive.

If we release our interest in only part of your property, the remainder of your property will continue to secure the Total Debt. Your obligations, and the obligations of any guarantor, under the Mortgage will continue unchanged.

If your property is subdivided, each part of your property will secure payment of the Total Debt.

### **12.3 Enforcing our rights**

If you do not make one or more payments when required or if you do not meet one or more of your other obligations under the Mortgage or Total Debt, we may enforce our rights by taking certain actions. We have the right to take one or more of these actions at the same time or in any order we choose. These actions include:

- **Enter your property.** We may enter your property at any time, without your permission, and make any necessary arrangements to inspect, collect rent, manage, repair or complete construction. We may lease or sell your property without actually taking possession of it. We will not be considered to be a mortgagee in possession of your property unless we actually take possession of it. While in possession, we will only be accountable for money actually received. We may take possession of your property without any encumbrances or interference. We will add any costs incurred to the Loan Amount or the Line of Credit Amount.
- **Appoint a receiver.** We can appoint in writing a receiver (including a receiver and manager) to collect any income from your property. The receiver will be your agent, not ours, and you alone will be responsible for anything the receiver does or fails to do. We are not accountable for any money received by the receiver except for money that we actually receive. The receiver may use every available remedy or action that we have under the Mortgage to collect the income from

your property, take possession of part or all of your property, or to manage your property and keep it in good condition. From the income collected, the receiver will pay the following:

- all rents, taxes, insurance premiums and other expenses required to keep your property in good condition;
  - its own commission as receiver;
  - all amounts required to keep any encumbrances ranking in priority to the Mortgage in good standing;
  - interest owing under the Mortgage; and
  - all or any part of the Total Debt, whether it is due or not.
- **Sue you.** We may take any action that is necessary to collect the Total Debt.
  - **Lease your property or collect rents.** If you are in default on the Mortgage for more than 15 days, we may enter and lease your property after giving you 15 days notice. If you are in default on the Mortgage for more than 30 days, we may enter on and lease your property without informing you. You assign to us all rents from your property. This assignment becomes effective when a default on the Mortgage occurs. If we think it is reasonable, we may cancel or amend any lease or enter into new leases without being responsible for any resulting loss. We may apply the money collected under or in connection with any lease, after paying all costs and expenses, to any part of the Total Debt. We will only be accountable for the money remaining after payment of all costs and expenses when we actually receive it. If the money remaining, after paying all costs and expenses, does not pay the Total Debt in full, you must pay us the difference.
  - **Power of sale.** If you are in default on the Mortgage for 15 days or more, we may, on at least 35 days written notice to you as required by Part III of the *Mortgages Act*, enter and sell your property, or any part of your property. We may sell your property for cash or on credit, or partly for cash and partly on credit. We may sell your property by private sale or public auction and for whatever terms we can obtain. If we think it is reasonable to do so, we may cancel or amend any contract of sale, or postpone any sale, without being responsible for any resulting loss. We may apply the money from any sale (after paying all costs and expenses) to reduce any part of the Total Debt. We will only be responsible for the money remaining after payment of all costs and expenses when we actually receive it. If the money remaining, after paying all costs and expenses, does not pay the Total Debt in full, you must pay us the difference.
  - **Foreclosure or sale.** We may take court proceedings to foreclose your right, title and equity of redemption to your property. If we obtain a final order of foreclosure from the court, your property will belong to us. We may also ask the court to order the sale of your property under the court's supervision. If the amount we receive from the sale of your property is less than the Total Debt, you must pay us the difference.
  - **Cure any defaults.** We can cure any defaults under the Mortgage and take any other steps or proceedings against you that are allowed by the laws of Ontario and Canada.

If we take possession of your property to enforce our rights, you will not interfere with our possession. You also will not interfere with the possession of your property by any receiver we appoint, nor with the possession of your property by any person we have leased or sold your property to. You will not make any claim against any person to whom your property has been leased or sold.

You must pay all of our expenses related to our enforcing our rights. You must pay these amounts immediately when we ask for them. These expenses may include legal fees. Our legal fees and expenses will be charged on a "substantial indemnity" basis. You must also pay all other costs we have to pay to protect our interests and to enforce any of our rights under the Mortgage, as well as a reasonable allowance for the time and services of our employees and CIBC employees.

#### **12.4 Delay in enforcing our rights**

If we delay enforcing any of our rights, the delay will not affect any of our other rights under the Mortgage. If we give you or any other person an extension of time, it does not affect any of our rights under this Mortgage. If we do either of these things, we

may still:

- require you to make all payments on time and meet your obligations under the Mortgage;
- require payment of the Total Debt if you are in default; and
- require any other person, including a guarantor, who has obligations under the Mortgage, to meet those obligations.

If you are in default, we may require you, or anyone else who is obligated by this Mortgage, including any guarantor, to pay the total Total Debt.

### **12.5 If we do not enforce our rights on a particular default**

In some cases, we may not enforce our rights on a particular default by you or a guarantor. However, by doing so, we are not forgiving any other existing default by you or a guarantor, or any other defaults by you or a guarantor in the future.

### **12.6 Court orders and judgments**

If we obtain a court order or judgment against you to enforce our rights, the judgment will not prevent us from pursuing our other remedies or rights to enforce your obligations under the Mortgage, including our right to receive interest as required by the Mortgage.

### **12.7 Doctrine of consolidation**

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

### **12.8 Administration and processing fees**

In addition to the administration and processing fees outlined elsewhere in these Standard Charge Terms, you also agree to pay to us, when due, our administration and processing fees in connection with:

- the preparation of any assumption statement, amending or other agreement, or statements for information purposes;
- failure to have sufficient funds in your account to meet a payment amount, closure of the account from which you authorized us to deduct your payments, or cancellation of your authorization to deduct payments from your account;
- replacement of cheques if a payment has been refused because of insufficient funds; and
- any other reason related to the administration of your Mortgage.

We will charge you our fees in effect at the time we do the work.

If you do not pay us these fees when they are due, we will add these fees to the Loan Amount or the Line of Credit Amount. We will charge you interest on these fees at the Mortgage rate from the date the fees are incurred.

You also agree to pay us, when due, our fees for providing any services of an administrative or clerical nature requested by you. Examples of these fees include:

- providing copies of documents from your file;
- providing duplicate documents;
- providing an amortization schedule;
- retrieval of your file or information or documents from offsite storage at your request;
- providing a detailed breakdown of your payment history or tax account;
- audit verification;
- courier charges; and
- our fees in effect from time to time for any other special requests by you for similar services of a clerical or administrative nature.



You must pay us these fees immediately. If you do not pay them, we may declare that you are in default on your Mortgage, or add these fees to the Loan Amount or the Line of Credit Amount, or do both.

We have the right to change the fees we charge from time to time without notifying you. The fees in effect at any particular time are available by contacting us.

### **12.9 Certain actions we can take**

We can, if we think it is necessary, pay off any encumbrances, claims or liens which have priority over the Mortgage. Also, we can pay all expenses that we incur in collecting any payment under the Mortgage that you did not make when due and in enforcing your other obligations. If we do this, you must pay us these amounts immediately. If you do not, we may declare that you are in default on the Mortgage, or add these amounts to the Loan Amount or the Line of Credit Amount, or do both.

If you do not meet one or more of your obligations under the Mortgage, we can, but are not obliged to, perform those obligations. If you are a tenant or lessee of your property and you refuse or neglect to renew your lease when it gives you that right, we can do so. Every renewal will be subject to this Mortgage. You must immediately reimburse us for all payments which we have to make and costs which we incur in taking these steps. If you do not, we may declare that you are in default on the Mortgage, or add these amounts to the Loan Amount or the Line of Credit Amount, or do both.

Any payments we make under the Mortgage will be added to the Total Debt. We will charge you interest on these payments from the date we pay them at the interest rate for the Loan specified in the registered document. Any interest that accrues as a result of changes requested by you to frequency of payments or to the regular payment date for the Loan will be paid by you or added to the Loan Amount and charged interest at the rate for the Loan specified in the schedule to the registered document.

We are entitled to rely on any statement we receive for the purpose of making any payment required to protect our interest in your property. These statements will be considered to be conclusive evidence of the amount owing.

If we have not received a solicitor's final report and certificate of title within sixty days of the final advance of funds under the Mortgage, we are entitled to retain another solicitor of our choice to provide a final report and certificate of title. You will be responsible for all costs related to doing this.

If the sum of the Loan Amount and the Line of Credit Amount at any time exceeds the Principal Amount, we have the right to decide what part of the Loan Amount and what part of the Line of Credit Amount is secured by this Mortgage.

## **13. What happens if your property is sold or transferred**

This Mortgage is not transferable. If you transfer title to your property to anyone, (this includes removing any current mortgagor(s)/guarantor(s) or adding new mortgagor(s)/guarantor(s)), or agree to do so, the Total Debt or such part of it as we specify will, at our option, immediately become payable in full. This will be considered a prepayment and will be subject to processing and administration fees including an administration fee as calculated under paragraph 4.10 on the Loan Amount at the time of the deemed prepayment. Accepting any payment(s) from any person will not mean that we have granted approval or that we have given up our right to require you to pay the Total Debt immediately.

## **14. Assumption of the Mortgage**

This Mortgage cannot be assigned by you or assumed by any other person or persons. Any person dealing with this Mortgage is advised that only the borrower may access money under the Line of Credit. If, despite this, title to your property is transferred and money is accessed by you or by the transferee after the transfer, you and the transferee will be responsible together and individually for repayment of the Total Debt.

Any payment which we accept from any person other than you will not mean we have waived this paragraph which prohibits assignment of the Mortgage by you and assumption of the Mortgage by any one other than you.

## 15. Guarantee

Each person who signs the Mortgage as a guarantor signs as a principal debtor and not as surety. This means that each guarantor agrees:

- to pay us the Total Debt as and when required by the Mortgage in full, without delay, without making any set off, abatement, counterclaim or deductions, and without withholding any amounts; and
- to meet all other obligations of the borrower under the Mortgage.

Each guarantor agrees to this in return for us making the Loan to the borrower (which includes the borrower's legal and personal representatives, successors and assigns).

If there is more than one guarantor, the guarantors are responsible jointly and individually with each other and with the borrowers for meeting all obligations under the Mortgage. This means that each individual guarantor is responsible for meeting all obligations under the Mortgage, including payment of the Total Debt.

We may, at any time or times do any of the following, without notifying any guarantor, and without obtaining the consent of any guarantor:

- extend the time for payment;
- give a renewal;
- amend any agreement;
- give an extension;
- deal with additional security;
- give a release or discharge;
- change the interest rate;
- change the terms of the Mortgage; and
- deal with any other matter affecting the Mortgage and the borrower's obligations.

Doing any of these things will not in any way affect the guarantee or the obligations of any guarantor.

We may require payment from any guarantor before we attempt to obtain payment from the borrower. All obligations of any guarantor will also be obligations of the guarantor's heirs, executors, successors or personal representatives. The obligations of a guarantor will not be affected by the bankruptcy of the borrower or any guarantor.

## 16. Portability

If you have met all your obligations under the Mortgage and you have agreed to sell your property and purchase another property within 90 days of the sale of your original property, we may provide financing for the purchase of the new property. The following conditions apply:

- You must apply in writing.
- You will be required to give us a mortgage on your new property.
- The sale of your original property must be in good faith and be an "arms-length" sale. In most cases, an arm's length sale is one where the buyer and seller are unrelated. That is, they have no personal or business relationship with each other. If the buyer and seller do have a personal or business relationship, the sale must be at a fair market value to be considered "arms-length."
- On the date you complete the sale of your original property, an amount sufficient to pay the outstanding Total Debt, interest to the date of the new mortgage, any amount available under the Line of Credit, even if it is not advanced and any prepayment charges and administration fees due under this Mortgage will be held by us. We will release these funds when the new mortgage is registered, as long as it is registered within 90 days. If it is not registered within 90 days, we will apply the amount held by us to prepay the Mortgage in full, including any prepayment charges and administration fees that may

apply.

- You will continue to make regular payments under this Mortgage.
- The Mortgage must be transferred to the new property without any changes in outstanding balance, interest rate, and terms and conditions described in these Standard Charge Terms.
- Our mortgage approval criteria and requirements for documentation in effect at the time you make your application will apply and must be met. You will be responsible for paying all administration and processing fees, all legal and appraisal fees, and other expenses incurred in connection with the new mortgage.

## **17. Expropriation**

If your entire property is expropriated, the Total Debt will immediately become payable, along with loss of interest, including any prepayment charges, if applicable, as described elsewhere in these Standard Charge Terms.

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 or the Line of Credit Amount, whichever we choose. If, in our opinion, the remainder of your property does not provide adequate security for the Principal Amount, then the Total Debt, or any part of the Total Debt as we determine, will immediately become due and payable, plus any loss of interest.

## **18. Family Law Act**

You certify to us that all information that you gave us about your marital status and your property when applying for the Mortgage, and the statements made in the registered documents are true and accurate under the *Family Law Act*.

## **19. If part of the Mortgage is not valid**

If any part of the Mortgage is found to be illegal or unenforceable, the validity or enforceability of all other parts of the Mortgage will not be affected.

## **20. Statutory covenants excluded**

The covenants in section 7(1) of the *Land Registration Reform Act* are excluded from the Mortgage.

## **21. Reference to laws**

Any reference to legislation in the Mortgage includes amendments and replacements to that legislation in force from time to time.

## **22. Electronic, written and oral communications**

If more than one person signs the Mortgage as borrower we can rely on communications we receive from any one of you, whether these communications are received electronically, in writing, orally or otherwise. This means, these communications from any one of you will be considered to be communication from all of you.

Cheques written by any one of you will be considered to have been authorized by all of you.

In addition, communications from us to any one of you, whether these communications are delivered electronically, in writing, orally or otherwise, will be considered to be communication to all of you. Items mailed to you will be considered to have been received by you on the fifth day after mailing.

## **23. Collecting, Using, and Disclosing Your Personal Information**

During the course of our relationship we may collect financial and related information about you. This information includes:

- information about your Mortgage;

- information about your transactions using our products and services;
- information to identify you or qualify you for products and services; and
- information we need for regulatory purposes.

We may collect this information from a number of different sources including your application for this Mortgage, references you provide, credit reporting agencies, other financial institutions, service providers, our internal records and from individuals authorized to act on your behalf.

We may use your personal information to open, process, service, insure, maintain and collect upon your Mortgage, and we may disclose your personal information, including information about your mortgage, to credit reporting agencies. We will also use and disclose your personal information according to Firstline's privacy policies which are outlined in Firstline's brochure, "Your Privacy Is Protected." This privacy policy may be amended, replaced or supplemented from time to time. You can get information on our current privacy policy by contacting us or visit [www.firstline.com](http://www.firstline.com).

You agree that we may enter into this Mortgage on behalf of another entity, as an agent or nominee, and also that we may assign this Mortgage to another entity. In these cases, the entity is known as the "beneficial owner." We can do this whether or not the beneficial owner is named in this Mortgage. You also agree that we may insure this Mortgage with CMHC or other mortgage insurer approved by us from time to time. We may disclose your personal information to the beneficial owner, its agent, and any person or entity to which the beneficial owner assigns the Mortgage and to any mortgage insurer. If the mortgage is insured, the insurer may obtain a credit report and other information about you from any credit bureau, credit reporting agency and/or from us. We may also disclose your personal information to any service provider. A service provider is any person or entity that:

- is involved in the origination, servicing, maintenance, collection or operation of the Mortgage; or
- provides services or benefits to you under the Mortgage, including loyalty programs.

Your personal information includes all information provided by you or obtained by us in connection with your Mortgage application, and ongoing information and documentation about you and your Mortgage sufficient for the beneficial owner, agent, assignee and service provider to administer the Mortgage and exercise their rights under it.

## 24. Discharge

After you have paid us the Total Debt, if you ask us for a discharge, we will sign a discharge and send it to you within a reasonable time. We have the right to refuse a discharge of this Mortgage until any charges or returned cheque amounts that arise after the discharge statement is prepared are paid.

For purposes of calculating per diem interest, funds received after 3:00 p.m. on any business day will be considered to be received on the next business day.

You will pay our usual administration and processing fee for preparing, reviewing and signing any such documents and all legal and other expenses. You will pay us these fees whether the discharge is prepared by your lawyer, by our lawyers or by us.

It is your responsibility to register the discharge on the title to your property and to pay the registration fee. If electronic registration is available for your Mortgage, you agree to pay us the registration fee and we will register the discharge on your behalf. After we have done so, we will send you or your lawyer confirmation that the discharge has been registered.

**Appendix 1**  
**Equivalent Interest Rates**

If the interest rate specified in your Mortgage is compounded monthly not in advance, you may determine the equivalent interest rate compounded semi-annually not in advance by referring to the table below.

MORTGAGE RATE COMPOUNDED MONTHLY NOT IN ADVANCE (%)	EQUIVALENT INTEREST RATE COMPOUNDED HALF- YEARLY	MORTGAGE RATE COMPOUNDED MONTHLY NOT IN ADVANCE (%)	EQUIVALENT INTEREST RATE COMPOUNDED HALF- YEARLY	MORTGAGE RATE COMPOUNDED MONTHLY NOT IN ADVANCE (%)	EQUIVALENT INTEREST RATE COMPOUNDED HALF- YEARLY
<b>1.000</b>	1.00209	<b>9.000</b>	9.17045	<b>17.000</b>	17.61358
1.125	1.12764	9.125	9.30024	17.125	17.74772
1.250	1.25326	9.250	9.43010	17.250	17.88193
1.375	1.37894	9.375	9.56002	17.375	18.01621
1.500	1.50470	9.500	9.69002	17.500	18.15056
1.625	1.63051	9.625	9.82008	17.625	18.28498
1.750	1.75639	9.750	9.95021	17.750	18.41947
1.875	1.88234	9.875	10.08040	17.875	18.55403
<b>2.000</b>	2.00835	<b>10.000</b>	10.21066	<b>18.000</b>	18.68865
2.125	2.13443	10.125	10.34099	18.125	18.82335
2.250	2.26057	10.250	10.47139	18.250	18.95811
2.375	2.38678	10.375	10.60185	18.375	19.09295
2.500	2.51306	10.500	10.73238	18.500	19.22785
2.625	2.63940	10.625	10.86298	18.625	19.36282
2.750	2.76580	10.750	10.99365	18.750	19.49766
2.875	2.89228	10.875	11.12438	18.875	19.63297
<b>3.000</b>	3.01881	<b>11.000</b>	11.25519	<b>19.000</b>	19.76815
3.125	3.14542	11.125	11.38605	19.125	19.90340
3.250	3.27208	11.250	11.51699	19.250	20.03872
3.375	3.39882	11.375	11.64800	19.375	20.17411
3.500	3.52562	11.500	11.77909	19.500	20.30956
3.625	3.65249	11.625	11.91021	19.625	20.44509
3.750	3.77942	11.750	12.04141	19.750	20.58068
3.875	3.90642	11.875	12.17269	19.875	20.71635
<b>4.000</b>	4.03348	<b>12.000</b>	12.30403	<b>20.000</b>	20.85208
4.125	4.16061	12.125	12.43544	20.125	20.98789
4.250	4.28781	12.250	12.56692	20.250	21.12376
4.375	4.41507	12.375	12.69846	20.375	21.25971
4.500	4.54240	12.500	12.83008	20.500	21.39572
4.625	4.66979	12.625	12.96176	20.625	21.53180
4.750	4.79725	12.750	13.09351	20.750	21.66796
4.875	4.92478	12.875	13.22533	20.875	21.80418
<b>5.000</b>	5.05237	<b>13.000</b>	13.35721	<b>21.000</b>	21.94047
5.125	5.18003	13.125	13.48916	21.125	22.07683
5.250	5.30776	13.250	13.62118	21.250	22.21326
5.375	5.43555	13.375	13.75327	21.375	22.34977
5.500	5.56341	13.500	13.88543	21.500	22.48634
5.625	5.69133	13.625	14.01766	21.625	22.62298
5.750	5.81932	13.750	14.14995	21.750	22.75969
5.875	5.94738	13.875	14.28231	21.875	22.89647
<b>6.000</b>	6.07550	<b>14.000</b>	14.41474	<b>22.000</b>	23.03332
6.125	6.20369	14.125	14.54724	22.125	23.17024
6.250	6.33195	14.250	14.67981	22.250	23.30724
6.375	6.46027	14.375	14.81244	22.375	23.44430
6.500	6.58866	14.500	14.94514	22.500	23.58143
6.625	6.71711	14.625	15.07791	22.625	23.71863
6.750	6.84564	14.750	15.21075	22.750	23.85590
6.875	6.97423	14.875	15.34366	22.875	23.99324
<b>7.000</b>	7.10288	<b>15.000</b>	15.47664	<b>23.000</b>	24.13066
7.125	7.23160	15.125	15.60968	23.125	24.26814
7.250	7.36039	15.250	15.74279	23.250	24.40569
7.375	7.48925	15.375	15.87597	23.375	24.54331
7.500	7.61817	15.500	16.00922	23.500	24.68101
7.625	7.74716	15.625	16.14254	23.625	24.81877
7.750	7.87621	15.750	16.27593	23.750	24.95660
7.875	8.00534	15.875	16.40939	23.875	25.09451
<b>8.000</b>	8.13452	<b>16.000</b>	16.54291	<b>24.000</b>	25.23248
8.125	8.26378	16.125	16.67650	24.125	25.37053
8.250	8.39310	16.250	16.81016	24.250	25.50865
8.375	8.52249	16.375	16.94389	24.375	25.64683
8.500	8.65195	16.500	17.07769	24.500	25.78509
8.625	8.78147	16.625	17.21156	24.625	25.92342
8.750	8.91106	16.750	17.34550	24.750	26.06181
8.875	9.04072	16.875	17.47950	24.875	26.20028