


LAND REGISTRATION REFORM ACT  
SET OF STANDARD CHARGE TERMS

STANDARD CHARGE TERMS  
CLAUSES TYPES DE CHARGE

Filing No. 201036 Cote

Filing Date Dec 8 2010 Date de Dépôt

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DIRECTOR OF TITLES  
DIRECTRICE DES DROITS IMMOBILIERS

Filed by: MACQUARIE FINANCIAL LTD.

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.

1. DEFINITIONS:

In this set of standard charge terms:

"Act" means the *Land Registration Reform Act*, R.S.O. 1990, c.L.4 (as amended or replaced);

"adjustment date" means the date on which an interest adjustment occurs on an adjustable rate mortgage;

"borrower", "you" and "your" means each person who signs the mortgage as chargor(s);

"Commitment" means the mortgage commitment we provided to you and you accepted whereby we offered this mortgage loan to you;

"hazardous substance" means and includes all hazardous substances, toxic substances, contaminants, pollutants and all other dangerous substances as defined in any act, regulation or by-law;

"interest adjustment date" means the date specified as the interest adjustment date in the registered document;

"lender", "we", "our", "MFL" and "us" means Macquarie Financial Ltd., or any subsidiary of Macquarie Financial Ltd. as chargee;

"loan amount" means the principal amount, interest and all other amounts owing to us from time to time under the mortgage;

"Macquarie prime rate" shall mean the prime lending rate of interest which we establish from time to time as a base rate of interest to determine the interest rates charged for loans in Canadian dollars to customers of varying degrees of credit worthiness in Canada. Information with respect to the Macquarie prime rate is available any time by visiting our internet website. As of the date of filing these standard charge terms, our website can be found at [www.macquariefinancial.com](http://www.macquariefinancial.com);

"mortgage or charge", when used as a noun, means a Charge/Mortgage of Land for the non-electronic paper based registration system or the charge prepared in electronic format for the electronic registration system, any schedules attached to it, any renewals or amendments and this set of standard charge terms;

"paragraph" refers to a numbered paragraph in this set of standard charge terms;

"principal amount" means the amount set out in the registered document;

"registered document" means for the non-electronic paper based registration system, the Form 2 Charge/Mortgage of Land that you sign to give this mortgage and any schedules attached to it, or, for the electronic registration system, the charge prepared in the electronic format and any schedules attached to it and registered electronically pursuant to the provisions of Part III of the Act;

"schedule" means any schedule attached to the Charge/Mortgage of Land for the non-electronic paper based registration system or attached to the charge prepared in electronic format for the electronic registration system; and

"your property" means the land described in the registered document, all buildings and structures now on the land or later added, and anything now or later attached to or fixed to the building or the land, including additions, alterations, substitutions and improvements. If the property is a condominium unit, "your property" includes the common elements and any other

interest that you may have in the assets of the condominium corporation, and references to "your property" mean all or any part of it.

**2. EXCLUSION OF STATUTORY COVENANTS**

The covenants set out in section 7(1) of the Act are excluded from the mortgage.

**3. OUR LOAN TO YOU**

In return for our lending you the principal amount or such portion of the principal amount as is advanced to you from time to time:

- (a) if you are the owner of your property, you charge your entire interest in your property to us; or
- (b) if you are a tenant or lessee of your property under a lease, you charge and sublease your entire interest (including any option or right of first refusal to purchase) in your property, for the term (except the last day) of your lease, including any renewals to us,

in either case to secure repayment of the loan amount and to ensure that you perform all your obligations under the mortgage.

Our interest in your property ends when you have repaid the loan amount in full as provided in the mortgage and you have complied with all of your other obligations under the mortgage.

**4. FIXED INTEREST RATE (Applicable only to Fixed Rate Mortgages)**

The interest rate payable by you is specified in the registered document. Interest is payable at the frequency set out in the registered document and calculated semi-annually not in advance. The first semi-annual calculation of interest after the interest adjustment date will be for the six-month period commencing on the interest adjustment date. That calculation will be made six months after the interest adjustment date and semi-annual calculations of interest will be made every six months after that. Interest is payable on the loan amount at this rate both before and after the balance due date, default and judgment, until the loan amount has been paid in full.

**5. ADJUSTABLE RATE MORTGAGE (Applicable only to Adjustable Rate Mortgages)**

- (a) Interest Rate

The interest rate payable by you under the mortgage is an adjustable rate. The adjustment to your interest rate will become effective at our sole discretion. Every day on which an adjustment is made in accordance herewith is referred to herein as an "adjustment date".

The interest rate payable by you under the adjustable rate mortgage will change to reflect changes in the Macquarie prime rate without any notice to you. If the Macquarie prime rate changes, we may send you notice of the new interest rate payable by you under the adjustable rate mortgage, but if we fail to do so or if you fail to receive our notice, you will still be liable to make all payments when due under your mortgage at the new interest rate. We may send you notice by mailing to you, at your last known address according to our records, a notice of the changed interest rate and its effective date, within a reasonable time after each change in the interest rate payable by you under the adjustable rate mortgage. A change in the interest rate payable by you under the adjustable rate mortgage will become effective at our sole discretion on either the day after the Macquarie prime rate changes or on any other day up to and including the first day of the month after the Macquarie prime rate changed.

The interest rate on this mortgage is calculated monthly not in advance and payable monthly as herein set forth, as well after as before maturity and both before and after default and judgment. The Appendix attached hereto contains a table setting out sample interest rates payable under an adjustable rate mortgage calculated monthly, not in advance, together with the equivalent interest rates calculated half-yearly not in advance. This table is for information purposes.

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(b) Payment Amount

(i) Adjustable Rate Mortgage – Fixed Payment

The amount of the monthly payment as at the date of advance of funds is set out on page one of the mortgage and at an amortization period which you have agreed to, which is based upon the current interest rate for a fixed three year term. The amount of the monthly payment will be fixed for the term of the mortgage. If the amount of any monthly installment paid by you is insufficient to pay the interest accrued under the mortgage at the time such installment is paid, the accrued interest which remains unpaid shall itself bear interest (which is referred to as compound interest) at the adjustable mortgage rate until paid. In those instances where, due to a change in the adjustable mortgage rate, the monthly installments of principal and interest paid by you are less than the actual amounts owed by you, we may notify you of the amount of such excess and you shall, at our request, pay to us an amount equivalent to such excess. We shall also have the right to increase your monthly installments for the remainder of the term of the mortgage to an amount determined by us to cover further fluctuations in the adjustable mortgage rate.

(ii) Adjustable Rate Mortgage – Adjustable Payment

The amount of the monthly payment as at the date of advance of funds is set out on page one of the mortgage and at an amortization period which you have agreed to, which is based upon the current interest rate for adjustable rate mortgage. The amount of the monthly payment will be adjusted each time the interest rate of the adjustable rate mortgage changes and will be calculated based on the then current principal balance and the original amortization period less the months under repayment. If the amount of any monthly installment paid by you is insufficient to pay the interest accrued under the mortgage at the time such installment is paid, the accrued interest which remains unpaid shall itself bear interest (which is referred to as compound interest) at the adjustable mortgage rate until paid.

(c) Conversion

You, when never having been in default under the terms of this mortgage, shall have the option at any time during the initial term of the mortgage of converting to a fixed rate mortgage with a term equal to the remaining term. The mortgage will be converted for the remaining term of the original mortgage upon receipt of a written request made by you and delivered to our head office located in the Province of Ontario. The interest rate for the converted mortgage shall be based on our prevailing posted interest rates in effect on the date the written request for conversion is received by us. For the purposes hereof, our posted interest rates will be published from time to time on our website at [www.macquariefinancial.com](http://www.macquariefinancial.com). You may authorize this conversion by telephone. We will confirm your authorization and the conversion in writing to you. The conversion to a fixed rate mortgage will then take effect on the date set out in our response to you, but in no event shall such conversion be later than the later of three (3) business days following our receipt of your request to convert or the first day of the month next following our receipt of your request. If you do not return the signed letter from us, we reserve the right to continue the mortgage on an adjustable rate basis.

You, when never having been in default under the terms of this mortgage, shall also have the option at any time during the initial term of the mortgage of converting to a fixed rate mortgage with a term greater than the remaining term of the original mortgage that you select and we approve. You shall advise us of the term you have selected by written request delivered to our head office located in the Province of Ontario. The interest rate for the converted mortgage shall be based on our prevailing posted interest rates then in effect for the term selected by you and approved by us. The terms of the mortgage, as varied, including the day for the first payment at the fixed interest rate, will be those offered by us at that time and will be contained in a written agreement with you. It will not be necessary for us to register the written agreement on title to your property in order to retain priority for the mortgage, as varied, over any other instrument registered after the mortgage whether or not there are any other instruments registered on title to your property after the mortgage at the time any written agreement is entered into. The entering into of any written agreement by us with any borrower and with any other person

liable to pay the loan amount will not release or affect the liability of anyone who does not sign such written agreement.

## 6. COMPOUND INTEREST

If you do not make the regular mortgage payment or other payment when required by the mortgage, we will charge interest at the rate provided for in the mortgage (called "compound interest") both before and after the balance due date set out in the registered document, default and judgment on all overdue amounts (including interest). You must pay this additional interest immediately when we require, both before and after the balance due date, default and judgment.

## 7. PROVISIONS REGARDING ALTERNATE PAYMENT FREQUENCIES

Notwithstanding the monthly payment dates set out elsewhere in the mortgage, in the event you elect to make payments more frequently as permitted, the following provisions shall apply:

- (a) If you elect an **Accelerated Weekly Payment Schedule** you shall (until default as described below) pay the required monthly installments as follows by payments equal to 1/4 of the regular monthly installment, payable on the 7th day following the interest adjustment date and on every 7th day thereafter.

The balance of the principal and interest thereon shall remain payable as stated elsewhere in the mortgage.

In addition to our other rights and remedies, if at any time you are in default in the payment of an amount which equals or exceeds two (2) weekly payments, this provision shall automatically cease to apply and all amounts payable under the mortgage shall be paid when required by the other terms of the mortgage.

- (b) If you elect an **Accelerated Bi-Weekly Payment Schedule** you shall (until default as described below) pay the required monthly installments as follows by payments equal to 1/2 of the regular monthly installment, payable on the 14th day following the interest adjustment date and on every 14th day thereafter.

The balance of the principal and interest thereon shall remain payable as stated elsewhere in the mortgage.

In addition to our other rights and remedies, if at any time you are in default in the payment of an amount which equals or exceeds one (1) bi-weekly payment, this provision shall automatically cease to apply and all amounts payable under the mortgage shall be paid when required by the other terms of the mortgage.

- (c) If you elect a **Semi-Monthly Payment Schedule** you shall (until default as described below) pay the required monthly installments as follows by payments equal to 1/2 of the regular monthly installment, payable on the 1st day and the 15th day of each month commencing with the first such day following the interest adjustment date.

The balance of the principal and interest thereon shall remain payable as stated elsewhere in the mortgage.

In addition to our other rights and remedies, if at any time you shall be in default in the payment of an amount which equals or exceeds one (1) semi-monthly payment, this provision shall automatically cease to apply and all amounts payable under the mortgage shall be paid when required by the other terms of the mortgage.

## 8. REPAYMENT OF LOAN AMOUNT

- (a) **Currency and Place**

You will pay the loan amount to us in Canadian Dollars, at the address set out in the registered document or as you may be notified in writing.

- (b) **Interest Adjustment Date**

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- (i) Fixed Rate Mortgages: Interest on advances up to the interest adjustment date will be calculated semi-annually not in advance at the rate specified in the registered document in effect on the date of advance and at our option will be paid by you or deducted by us on the interest adjustment date, deducted by us from any advance or advances which we make, or be deducted by us on the first regular mortgage payment date.
- (ii) Adjustable Rate Mortgages: Interest on advances up to the interest adjustment date will be calculated monthly at the rate specified in the registered document in effect on the date of advance and at our option will be paid by you or deducted by us on the interest adjustment date, deducted by us from any advance or advances which we make, or be deducted by us on the first regular mortgage payment date.

(c) **Regular Payments**

You will make regular payments of principal and interest to us on the payment dates specified in the registered document each in the amount specified in the registered document starting with the first payment date until and including the last payment date. You will pay the outstanding balance of the loan amount on the balance due date as set out in the registered document.

(d) **Payment Provisions on Default**

If you fail to make any payment or do not meet any of your other obligations under the mortgage, you must immediately pay to us all outstanding arrears. We may, if we wish, require you to make all following payments of principal and interest, taxes (if applicable), life insurance premiums (if applicable) and insurance premiums for any other insurance programs selected by you (if applicable) on a monthly basis.

In such an event, we may require you to pay interest to the first day of the following month within 15 days of notice from us, which will be added to the loan amount if you do not do so. We may also use the rights we already have under paragraph 18.

(e) **Bank Account for Payments**

You must maintain an account of a type satisfactory to us with a branch of a bank, trust company or credit union and provide an authorization in a form satisfactory to us to automatically debit each payment of principal, interest, taxes (if applicable), life insurance premiums (if applicable) and insurance premiums for any other selected insurance programs (if applicable) when due, and any other amounts due and owing by you to us from time to time under the mortgage. You must make sure that the account always contains sufficient funds to make each payment. Failure to maintain sufficient funds in the account, cancellation of the authorization or closing the account will be considered to be default under the mortgage. You agree to pay us our then processing fees for any actions which we have to take under this paragraph 8.

(f) **Time of Payments**

All payments due under this mortgage shall be paid to us at our principal office in Toronto, Ontario, or as we may otherwise direct, before 2 p.m. Eastern Standard Time on any payment date. You agree that any payment received after 2 p.m. Eastern Standard Time shall be deemed to have been made on the banking day next following.

**9. HOW WE APPLY YOUR PAYMENTS**

Each of your regular payments will be used in the following order to pay: a) interest or reduce the interest on the principal amount accumulated to but not including the payment date; b) collection expenses, if any; c) life insurance premiums, if any, and insurance premiums for any other selected insurance programs, if any; d) to bring into good standing any accounts in which funds are held pending payment to third parties or amounts are debited in respect of the mortgage, including tax accounts (the "escrow accounts"); and e) to reduce the principal amount.

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However, if you do not meet any of your obligations under the mortgage we may apply your payment or any other money we receive towards any part of the outstanding loan amount we choose.

## 10. YOUR PREPAYMENT RIGHTS

This mortgage is closed. However, when not in default of any of the terms, covenants, conditions or provisions contained in the mortgage, you shall have the following privileges for payment of extra principal amounts; as particularly set out in our Commitment or our most recent renewable agreement with you, if applicable.

- (a) At our option and in accordance with our sole and absolute discretion, you may prepay the whole but not part of the outstanding loan amount at any time upon payment of an amount equal to the GREATER of:
- (i) the amount which is the difference between your existing mortgage interest rate and the interest rate currently charged by us for a mortgage which has a remaining term similar to your mortgage (the "interest rate differential"), less any mortgage rate discount that you may have received on your existing mortgage; or
  - (ii) the amount which is three (3) months' interest costs calculated at the current interest rate of the mortgage on the principal amount that you want to repay.

If the term of your mortgage is greater than five (5) years and you prepay some or the entire principal amount of your mortgage after the fifth (5<sup>th</sup>) year, only item 10(a)(ii) shall apply to any prepayment privilege permitted by MFL.

## 11. CERTAIN PROMISES YOU MAKE TO US

- (a) You certify and agree with us that:
- (i) you will pay the loan amount as required by the mortgage, will pay property taxes assessed against your property to us or the tax office as applicable and will comply with all other obligations of the mortgage;
  - (ii) unless you are the tenant or lessee of your property, you are the lawful registered and beneficial owner of your property and there are no encumbrances affecting title to your property;
  - (iii) you have the right to give us the mortgage;
  - (iv) there are no limitations affecting title to your interest in your property except for any restrictions registered in the land titles/registry office and except for building and zoning by-laws, with which you have complied;
  - (v) to the best of your knowledge and belief, after reasonable enquiry and investigation:
    - A. no part of your property or of any adjoining land is, has ever been or will in the future be used to manufacture, refine, handle, treat, store, dispose of or otherwise deal with any hazardous substances except in compliance with all laws, regulations and orders; and
    - B. no part of your property contains, has ever contained or will in the future contain any hazardous substance, which may lower the value of or adversely affect the marketability of your property.

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

You will indemnify and save us, our directors, officers and employees harmless from any and all liabilities, claims and costs whatsoever which

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may be paid, incurred or asserted at any time as a direct or indirect result of the presence on or under or the escape, discharge, or release from your Property of any hazardous substances.

This indemnity will survive the discharge of the mortgage and the payment of the loan amount.

- (vi) you will not put on another mortgage on the property nor further encumber it in any way without our prior written consent which consent will not be unreasonably withheld. If you do put a subsequent encumbrance on title any payment we make whether principal, interest or otherwise in connection with such subsequent encumbrance, will be added to the principal to this mortgage and bear interest at the rate set out herein. You promise to keep your property free and clear of all construction liens or other liens, rates, encumbrances or charges except for any encumbrance charged to which we consent;
  - (vii) you will, at your expense, sign any other document or take any further action which we may, in our opinion, think necessary to ensure that all your interest in your property has been fully charged to us and that the loan amount is adequately secured;
  - (viii) if you default in any of your obligations under the mortgage, we will have possession of your property without any encumbrances or interference;
  - (ix) you will take any action necessary to protect your title to your property, and will not in any way interfere with our interest in your property; and
  - (x) you will indemnify us against all actions, claims, costs and demands that we may suffer should you default under the mortgage.
- (b) If you are a tenant or lessee of your property, you also certify and agree with us that:
- (i) your property is leased to you under a valid lease, a copy of which you have given us and that you have good legal and beneficial leasehold title to your property;
  - (ii) all rents and other moneys payable under the lease have been paid and you have complied with all of your other obligations set out in the lease, in both cases up to the date you sign the mortgage;
  - (iii) you have the consent of your landlord or lessor, or you have the right without his consent, to charge your interest in the lease to us;
  - (iv) there are no limitations on your interest in the lease except for any set out in the lease, except for restrictions registered in the land titles/registry office and except for building and zoning by-laws, with which you and your landlord have complied;
  - (v) you will pay rents and other payments required by the lease as they fall due;
  - (vi) you will comply with all your other obligations set out in the lease;
  - (vii) you will not surrender the lease or cause it to be terminated;
  - (viii) you will not make any change in the lease without first obtaining our written consent;
  - (ix) you will promptly give us a copy of any notice, demand or request which you may receive relating to the lease;
  - (x) you will, at your expense, sign any other document or take any further action as we may think necessary, in our opinion, to ensure that all your interest in your property and in the lease has been fully charged to us and that the loan amount is adequately secured;

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- (xi) you will indemnify us against all actions, claims, costs and demands should you default under your lease;
- (xii) you will hold your property for the last day of the term of your lease or of any renewal term in trust for us and will only deal with it in such manner as we shall require. You will have the same rights arising from this paragraph 11(b)(xii) as you already have under other provisions of the mortgage and at law;
- (xiii) at our request, but at your expense, you will transfer to us the last day of the term of the lease or of any renewal. If we enforce our rights under the mortgage, particularly those referred to in paragraph 23(a)(iv), then you will hold the last day of the term of the lease and of any renewal in trust for any person to whom we sell your interest in the property and for that person's legal and personal representatives and successors;
- (xiv) you appoint us as your attorney so that we, on your behalf and in your name, may assign the lease and the last day of the term and of any renewal and convey your interest in the property as we may require to perfect any sale we may make under paragraph 23 and, in particular, under paragraph 23(a)(iv);
- (xv) we may remove you or any other person as trustee of the trust referred to in paragraph 11(b)(xiii) and appoint a new trustee or trustees.

**12. DEMOLITION AND ALTERATIONS**

- (a) You agree not to demolish any building or structure or part of any building or structure on your property without first obtaining our written approval and not to make any substantial alterations, additions or improvements to your property without first obtaining our written approval to your proposed plans and specifications.
- (b) You agree not to make any substantial alterations, additions or improvements to your property without first obtaining our written approval of your proposed plans and specifications for these changes.
- (c) The above work must be completed, as quickly as possible, in accordance with all governmental requirements and building standards that apply to your property, at your expense, and you will provide us with proof of payment and compliance with governmental requirements and building standards when requested. You must retain all holdbacks required by all applicable federal, provincial or municipal laws. We may obtain an order vacating any construction lien and, if we think it necessary, provide financial guarantees or other security to obtain such order. All our expenses, including any charges for providing financial guarantees or other security, are immediately payable by you to us and if you do not pay them, we will add them to the loan amount.

**13. INSURANCE (Paragraph 13 does not apply if your property is a single residential condominium unit)**

- (a) You must insure and keep insured all buildings, structures, fixtures and improvements on your property for not less than their full replacement value in Canadian dollars until the mortgage has been discharged. The risks against which you must insure include loss or damage by or from fire with extended perils coverage and by and from such additional perils, risks or events as we may at any time require. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable apparatus are operated on your property then you must also insure and keep insured, until the mortgage has been discharged, against loss or damage by explosion of, or caused by, any such apparatus and against loss or damage caused by the sprinkler system.
- (b) If this is an income producing property you must also carry insurance for loss of rental income for a period of not less than 12 months.

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- (c) All insurance policies must be carried with a company or companies satisfactory to us and contain mortgage clauses approved by The Insurance Bureau of Canada or by us confirming that loss proceeds are payable firstly to us, and we will have the first right to receive and to have a lien on the loss proceeds. You must, upon our request, let us have certified copies of every insurance policy and not less than 15 days before any policy expires, evidence of its renewal.
- (d) We may, but are not required to, place and pay for any insurance policy if you fail to do so. Any premiums or sums of money which we pay for insurance will be immediately payable by you to us or added to the loan amount if not so paid and bear interest at the rate specified in the registered document.
- (e) If any loss or damage occurs, you will immediately, at your expense, do everything necessary to enable us to obtain the insurance proceeds. Production of the mortgage will be sufficient authority for the insurance company to pay any loss to us and the insurance company is hereby directed to pay the same to us. Insurance proceeds may, at our option, in whole or in part be:
  - (i) used to repair or rebuild your property;
  - (ii) paid to you; or
  - (iii) used to reduce any part of the loan amount, whether due or not, and including an amount to compensate us for loss of interest.

**14. PROPERTY TAXES**

**(Please note that the lender has not yet instituted a program for collecting tax installments from its borrowers. Until such time as such program is instituted, borrowers must pay property taxes directly to the local taxing authority in accordance with paragraph 14(e) below.)**

- (a) "taxes" mean all taxes, rates and assessments of any nature or kind, including property taxes, local improvement rates, interest and penalties.
- (b) Before or on the interest adjustment date, we may withhold from any advance under the mortgage any amount we feel necessary to pay or to anticipate future payments of taxes.
- (c) After the interest adjustment date, you agree to pay to us, on each date on which a regular mortgage payment of principal and interest is payable, the applicable tax installment calculated as below, based on the estimated annual taxes (as determined by us) that will be payable for the year following such regular mortgage payment date. The amount of each tax installment shall be:
  - (i) if the payments of the principal and interest are weekly: estimated annual taxes x 7/365
  - (ii) if the payments of the principal and interest are bi-weekly: estimated annual taxes x 14/365
  - (iii) if the payments of the principal and interest are semi-monthly: estimated annual taxes x 1/24
  - (iv) if the payments of the principal and interest are monthly: estimated annual taxes x 1/12
- (d) If you wish to take advantage of any discount or to avoid any penalty in connection with the payment of taxes, you will pay to us an appropriate amount in addition to the amount referred to in paragraph 14(c). If the taxes on your property in any calendar year exceed our estimate, you will pay us the difference on demand. You agree to send us all tax bills and other notices or communications relating to taxes as soon as you receive them. We do not have to hold any moneys which you send us under this paragraph 14 in trust, nor pay interest on them, nor apply them to pay taxes more than once a year. If you do not comply with any of your obligations

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under the mortgage, we may if we wish, apply any moneys which we have received under paragraph 14 to any portion of the loan amount.

- (e) Notwithstanding any proviso or covenant contained elsewhere in this document, we may (in our sole discretion, but not under any obligation to do so) permit you to pay the property taxes directly to the local taxing authority. As a condition of us permitting you to pay the property taxes directly to the local taxing authority, you covenant and agree to pay the property taxes directly to the local taxing authority, you covenant and agree to pay taxes as and when the taxes become due and to submit to us tax receipts evidencing the payment of the said taxes within 30 days after they become due and you further agree that we may revoke this permission at any time, in which event paragraphs 14(a) through (d) will apply.

## 15. REPAIRS

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

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

If, in our opinion, you do not keep your property in a good condition and state of repair or do, or allow anything to be done, which lowers its value or do not comply with any of your obligations under this paragraph then we can, but are not required to, make whatever repairs are, in our opinion, necessary. The costs of repairs and of any inspections are payable by you immediately and if not paid, will be added to the loan amount.

You authorize us to enter your property at all reasonable times to inspect and repair, but we will not become a mortgagee in possession by exercising these rights.

## 16. NO OBLIGATION TO MAKE ADVANCES TO YOU UNDER THE MORTGAGE

If we decide, for any reason, that we do not wish to advance to you all or any part of the principal amount referred to in the registered document then we do not have to do so. This applies even if the mortgage has been registered and whether or not any part of the principal amount has previously been advanced. Even so, you have charged all of your interest in your property to us and you will pay us, on demand, all of our costs, including lawyers' fees (on a solicitor and client basis) and expenses, for investigating title to your property and for registering the mortgage.

## 17. LEASES AND RENTS

- (a) If your property is intended to be used as owner-occupied residential premises you certify 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 or renew any lease (other than a renewal provided for in any lease) without obtaining our approval first, which we may refuse to do at our option.
- (b) If your property is a rental property and we have consented to such rental, you hereby assign to us all leases, lease agreements and their renewals, whether presently existing or arising in the future; all rents and other amounts payable under such leases and agreements; and all rights thereunder as they affect your property. You must obtain our prior written approval for any future leases of your property or for the renewal of any lease (other than a renewal provided for in any lease).
- (c) If you lease in the future any part of your property to another person or persons with our written approval then, upon our request, you will:
- execute and deliver to us an assignment in registrable form acceptable to us of all leases, lease agreements and their renewals, rents and other amounts payable under such leases and agreements, and all rights thereunder as they affect your property. The assignment may, at our option, include a provision for estoppel certificates from tenants or specific assignments of leases, or both; and

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- give us security on chattels, fixtures and equipment as we may reasonably require.

You must pay all of our expenses, including legal fees and registration costs, relating to such additional security.

- (d) If you do not comply with any of your obligations or you breach any of your certifications under this paragraph 17, then at our option the loan amount will immediately become due and payable. In this case, we may pay to any tenant such amount as is required to obtain the co-operation of the tenant in showing and selling your property and obtaining possession from the tenant. You agree that the payment of such an amount will be a cost of realization of our security and will be added to the loan amount. You appoint us as your attorney and agent to enforce the terms of any lease or agreement entered into by you and to cancel or terminate any lease or agreement.
- (e) Nothing we do under this paragraph 17 will put us in possession of your property and we are not obliged to collect any rent or income from your property or to comply with any term of any lease or agreement.
- (f) Rental of any part of your property without our written approval shall be considered to have been done to discourage us from taking possession of your property if you are not complying with any of your obligations under the mortgage or adversely affecting the value of our interest in your property within the meaning of section 52(1) of the *Mortgages Act*, R.S.O. 1990, c.M.40 (as amended or replaced).

**18. ACCELERATION OF REPAYMENT OF LOAN AMOUNT**

The loan amount will immediately become payable, at our option, if:

- (a) you do not make any payment required by the mortgage;
- (b) you do not comply with any of your other obligations under the mortgage;
- (c) we discover that any statement, certification, representation or agreement you have given or made to us in applying for the loan or in the mortgage (including without limitation those contained in paragraph 11) is untrue;
- (d) we receive notice of any construction lien, conditional sale agreement, notice of security interest or other lien registered on title to your property;
- (e) any buildings being erected on, or additions, alterations or improvements done to, your property remain unfinished without work being done on them for a period of ten consecutive days;
- (f) your property is abandoned;
- (g) if any of you or any guarantor makes an assignment for the benefit of your creditors, makes a proposal or otherwise takes advantage of provisions for relief from creditors under the *Bankruptcy and Insolvency Act* or similar legislation in any jurisdiction or any proceeding is instituted against you or any guarantor seeking to have an order for relief entered against any of you as debtor or to adjudicate any of you as bankrupt or insolvent;
- (h) a receiver of all or any part of the property is appointed;
- (i) a writ of execution against the property remains unsatisfied for a period of five (5) days;
- (j) you enter into a subsequent mortgage without our written consent or allow any lien or encumbrance to be registered against or effect your title to the property;
- (k) you change the use of the property from that in existence as of the date of the registration of the mortgage;

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- (l) the holder of any other charge, lien or claim against the property does anything to enforce or realize on its claim;
- (m) all or any portion of the property is expropriated;
- (n) if you or any guarantor dies or is declared incompetent to manage your, his or her affairs; or
- (o) you sell, transfer or convey your legal or beneficial interest in the property, in whole or in part, or any interest therein, without our prior written consent.

We have the right to forgive any particular default by you but if we do so we are not forgiving any other existing default or one or more which may occur in the future.

## 19. BUILDING MORTGAGE

If the mortgage is used to finance an improvement (meaning any construction or installation on your property or any alteration, addition or repair to any building or structure on your property), you agree to make the improvement only in accordance with plans and specifications which we have approved and to complete the improvement as quickly as possible.

Subject to paragraph 16, we may make advances to you under the mortgage based on progress in completing the improvement or upon its completion or, in the case of a building, its occupation or sale.

Whatever the purpose of this mortgage, we may retain funds from any advance or advances until we are completely satisfied that the holdback provisions of the *Construction Lien Act*, R.S.O. 1990, c.C.30 (as amended or replaced) have been complied with. You authorize us to give information about the mortgage to anyone who claims a construction lien on your property.

## 20. RELEASING YOUR LAND FROM THE MORTGAGE

At our option, we may release our interest under the mortgage in all or part of your property, whether or not we receive any value, and be accountable to you only for money which we actually receive. If we release our interest under the mortgage in only a part of your property, the remainder of your property will continue to secure the loan amount, and your obligations, and those of any guarantor, under the mortgage will continue unchanged.

If your property is subdivided, each part of your property will secure payment of the loan amount.

## 21. RENEWING OR AMENDING THE MORTGAGE

(This paragraph is important to all persons having subsequent interests)

At our option, the mortgage may from time to time be renewed, extended or amended with or without penalty by written agreement(s) with you, with or without any increase in the interest rate. It will not be necessary for us to register the written agreement on title to your property in order to retain priority for the mortgage, as renewed or amended, over any other instrument registered after the mortgage whether or not there are any other instruments registered on title to your property after the mortgage at the time any written agreement is entered into. The entering into of any written agreement by us with any borrower and with any other person liable to pay the loan amount will not release or affect the liability of anyone who does not sign such written agreement.

**Renewal of Mortgage:** In the event that we do not receive your instructions regarding the renewal of the mortgage by the date set out in our renewal offer to you and you have not repaid the loan amount in full on the maturity date, then, at our option, without entering into a further agreement with you, effective on the maturity date set out in the registered document, the mortgage will be extended or renewed on the basis of an open six (6) month mortgage or for the term and rate as set out in our renewal offer to you as the basis for the renewal in the event of not receiving a signed copy of the renewal offer returned to us. Our current interest rates for such mortgages will be as posted on our website at [www.macquariefinancial.com](http://www.macquariefinancial.com). You agree to be bound by these terms even if the current interest rate is greater than the rate that was in effect as of the date of registration of this mortgage. For greater certainty, the mortgage may then be a fixed rate mortgage even if you currently have an adjustable rate mortgage.

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**22. 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 which we incur in collecting any payment under the mortgage which you did not make when due and in enforcing your other obligations. You must immediately reimburse us for all such payments and expenses.

If you are a tenant or lessee under a lease of your property, we can cure any defaults existing under your lease and you must immediately reimburse us for all payments and expenses which we incur so doing.

If you do not comply with any of your obligations under the mortgage, we can, but are not obliged to, perform those obligations. Where 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 and every renewal shall be subject to the mortgage. You must immediately reimburse us for all such payments which we have made and costs which we incur in taking these steps.

Any payments we make under the mortgage will be added to the loan amount and such payments will be charged interest at the rate specified in the registered document from the date we pay them. Any interest which accrues as a result of changes requested by you to the frequency of payments or to the regular payment date will be paid by you or added to the loan amount and charged interest at the rate specified in the registered document.

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 such opinion at your expense.

**23. ENFORCING OUR RIGHTS**

(a) **Remedies.** If:

- (A) you do not make any payment when required under the mortgage, have misrepresented personal or credit information required to grant the mortgage, or do not comply with any of your other obligations under the mortgage;
- (B) you or any guarantor dies or is declared incompetent to manage your, his or her affairs; or
- (C) you breach any of your covenants and promises hereunder or in the event of any of the defaults set out under paragraphs 18 and 24(e) hereof,

we may enforce any one or more of the remedies listed below in any order.

Our remedies are:

- (i) **Sue you.** We may take such action as is necessary to collect the loan amount.
- (ii) **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 its supervision. If the amount we receive from the sale of your property is less than the loan amount, you must pay us the difference.
- (iii) **Lease Your Property.** If your default continues for 15 days, we may, on 15 days notice to you, enter on and lease your property; if your default continues for 30 days we may, without notice to you, enter on and lease your property. We may apply the net proceeds of any lease to reduce any part of the loan amount. If the net proceeds do not pay the loan amount in full, you must pay us the difference.
- (iv) **Power of Sale.** If your default continues for 15 days we may, on at least 35 days written notice to you as required by Part III of the *Mortgages Act* enter on and sell your property or any part of your property. Any sale can be for

cash or on credit, or partly for cash and partly on credit, by private sale or public auction and on such terms as can be obtained. We may apply the net proceeds of any sale to reduce any part of the loan amount. If the net proceeds do not pay the loan amount in full, you must pay us the difference.

- (v) **Enter on Your Property.** We can enter on your property at any time, without your permission, and make any necessary arrangements to inspect, collect rent, manage, repair or complete construction. Any costs we incur will be added to the loan amount.
- (vi) **Appoint a Receiver.** We can appoint, in writing, a receiver (which includes 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 any of the receiver's acts or omissions. We are not accountable for any moneys received by the receiver except to the extent that we actually receive any such moneys. The receiver may use every available remedy which we have under the mortgage to collect the income from your property, take possession of the whole or part of your property, manage your property and keep it in good condition. From the income collected, the receiver will pay all rents and other similar amounts, taxes, rates, insurance premiums and other expenses required to keep your property in good condition; pay his own commission as receiver; pay all amounts required to keep any encumbrances ranking in priority to the mortgage in good standing; pay interest owing under the mortgage and pay all or any part of the loan amount whether it is due or not.
- (vii) **Cure Any Defaults.** We can cure any defaults under the mortgage, at your expense, and generally take any other steps or proceedings against you as permitted by the laws of Ontario and of Canada.
- (b) **Non-interference.** If, in enforcing our remedies, we take possession of your property, you will not interfere with our possession, with that of any receiver we may appoint or with that of any person to whom your property may be leased or sold, and you will not make any claim against any person to whom your property may be leased or sold.
- (c) **Our expenses.** All of the expenses which we incur in enforcing any of our remedies are payable by you immediately when we require them. These expenses include our legal fees on a full indemnity basis, all other costs we have to pay to protect our interests and to enforce any of our remedies under the mortgage and a reasonable allowance for the time and services of our employees.
- (d) **Delay in Enforcement.** Our rights will not be affected if we delay in enforcing any of our rights under the mortgage or give you or anybody else an extension of time. We may still insist on you making all payments on time and complying with your obligations, require payment of the loan amount if you are in default and require any other person, including a guarantor who has obligations to us under the mortgage to meet those obligations. If you do not make any payment of the principal amount as required by the mortgage, we are not obliged to accept subsequent payment unless you also give us interest to the date of subsequent payment.
- (e) **Judgments.** If we obtain any court order or judgment against you in any action to enforce our remedies, the judgment will not prevent us from pursuing our other remedies or rights to enforce your other obligations under the mortgage, including our right to receive interest as required by the mortgage.

## 24. CONDOMINIUM

(If your property is a condominium unit, you must also comply with paragraph 24 in addition to all other provisions of the mortgage. You do not, however, have to comply with paragraph 13.)

The corporation created by the registration of a declaration under the *Condominium Act 1998*, S.O. 1998, c.19 (as amended or replaced) is called the "condominium corporation".

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- (a) **Compliance with the Condominium Act, etc.** You will comply with the *Condominium Act* and with the declaration, by-laws and rules and regulations of the condominium corporation as they exist from time to time.
- (b) **Payment of Amounts and Common Expenses.** You will pay all amounts required by the *Condominium Act* and by the declaration and by-laws of the condominium corporation on or before they are due and, if we request, give us proof that you have done so. You must pay common expenses. If you do not make any payments which you are obligated to pay, we may do so on your behalf and you will be in default under the mortgage.
- (c) **Notices and Demands.** You will mail to us by prepaid registered mail, or deliver to us, copies of every notice, assessment, claim or demand for payment, rule or regulation, request or demand of us to consent to any matter, and every other communication relating to your unit or the common elements of the condominium corporation so that we receive them at least 5 days before any claim or demand is payable or, in the case of other communications, within 5 days of the date you receive them.
- (d) **Voting Rights.**
  - (i) You authorize us, in your name and on your behalf, and whether or not you are in default, to exercise your rights under the *Condominium Act* to vote at any meeting of the condominium corporation, and to 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* to the condominium corporation.
  - (ii) We may wish not to use our rights to vote or consent and if we do not wish to do so, we may notify the condominium corporation, in which case you can vote or consent yourself. Our wish not to vote or consent can be for a limited time or for a particular meeting or matter. When we do vote or consent for you, we do not then become a mortgagee in possession and are not responsible to protect your interests nor for the way we vote or consent or fail to do so.
- (e) **Acceleration of Repayment of Loan Amount.** At our option, the loan amount will become payable immediately if:
  - (i) you default in the payment of any common expenses or special assessment rendered by the condominium corporation;
  - (ii) government of the property of the condominium corporation under the *Condominium Act* is terminated;
  - (iii) a vote of the unit owners authorizes the sale of the property of the condominium corporation or of a part of common elements;
  - (iv) the condominium corporation fails to comply with the *Condominium Act*, declaration, by-laws or rules and regulations;
  - (v) the condominium corporation fails to insure the units and common elements against destruction or damage and other perils usually insured against for full replacement cost;
  - (vi) 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
  - (vii) the condominium corporation fails to insure all the condominium units and common elements according to law and any additional requirements we may have or fails to do all that is necessary to collect insurance proceeds.
- (f) **Insurance.** Under the *Condominium Act*, the condominium corporation must obtain appropriate insurance. In addition, you must insure all improvements which at any time have been made to your property against loss or damage by fire and, as

well, against such additional risks as we may require. The insurance company or companies must be approved by us. You, the condominium corporation or both assign and transfer the policy or policies of insurance and receipts thereof to us and if you or the condominium corporation or both fail to keep the buildings and improvements insured or provide us at least fifteen days before the termination of any insurance, evidence of renewal, we are entitled but not obligated to insure the buildings or improvements. You must, if we ask for them, give us certified copies of every insurance policy. If any loss or damage occurs, you will immediately, at your expense, do everything necessary to enable us to obtain the insurance proceeds. These proceeds, as may be permitted by law, may, at our choice, in whole or in part be applied to repair the damage, be paid to you or be applied to reduce any part of the loan amount whether or not yet due.

The obligation to insure may be performed by the condominium corporation and the proceeds of insurance may be payable in accordance with the 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 fully complies with these terms.

- (g) **Parking.** In the event that you sell, transfer, assign or convey any parking unit(s) encumbered by the mortgage while retaining title to (or ownership of) the dwelling unit so encumbered by the mortgage, or in the event that you sell, transfer, assign or convey the aforementioned parking unit(s) as well as the said dwelling unit but to different purchasers, transferees or assignees, then in either case the total outstanding loan amount secured by the mortgage shall become due and payable.

## 25. DUE ON SALE AND RELEASE

In the event you transfer legal or beneficial title to your property, in whole or in part, or any interest therein, or enter into and/or register an agreement of purchase and sale in respect of such transfer, or agree to do so, to anyone, and if:

- (i) you fail to apply in writing for our approval as to the transferee and the terms and conditions of the transfer;
- (ii) we do not approve in writing the transferee;
- (iii) we do not approve in writing the terms and conditions of the transfer; or
- (iv) the transferee fails to enter into an assumption agreement satisfactory to us, agreeing to assume the mortgage and any amendments thereto, and any collateral agreements and to pay the amount thereby secured and perform every covenant, condition and obligation contained in the mortgage and any amendments thereto, and any collateral agreements, to be performed by the borrower thereunder (including this obligation) at the time and in the manner and in all respects as therein contained and to be bound by each and all of the terms, covenants, conditions and obligations of the mortgage and any amendments thereof,

then, in any such case, the loan amount will, at our option, immediately become payable in full. Any payment which we accept from any person whom we have not first approved in writing will not mean that we have granted our prior written approval or that we have given up our right to require you to pay the loan amount in full.

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

We will release you from your obligations under the mortgage and to pay the loan amount, and, if applicable, we release any guarantors from their guarantee if:

- (i) we give our written approval to you to transfer your property;

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- (ii) the transfer is to a person or persons other than yourself so that you will not retain any ownership interest in your property after the transfer takes place;
- (iii) the purchaser enters into a form of assumption agreement with us satisfactory to us in our sole discretion; and
- (iv) you provide us with proof of registration of a Transfer/Deed of Land to the approved person or persons together with a guarantee agreement(s) (if required by us).

**26. ASSUMPTION**

If you are not the original borrower, you agree to be bound by all obligations of the original borrower under the mortgage.

**27. INSPECTION**

In the event of default under this mortgage, or if we have any reason to believe that the property is not in conformity with any federal, provincial or municipal law or regulation respecting the environment, you agree that we, or our agents may, at any time, before or after default, enter and inspect your property. Without in any way limiting the generality of the foregoing, we or our agents may enter upon the property to conduct any environmental testing, site assessment, investigation or study deemed necessary by us, acting reasonably, and the reasonable cost of such testing, assessments, investigation or study, as the case may be, with interest at the rate stipulated herein, shall be payable by you forthwith and shall be a charge upon the property. The exercise of any of the powers enumerated in this clause shall not deem us or our agents to be in possession, management or control of the property.

**28. EXPROPRIATION**

If your entire property is expropriated, the loan amount will immediately become due and payable together with loss of interest.

If only a part of your property is expropriated, the amount you are awarded for the partial expropriation will be paid to us and we will credit it to the loan amount. If, in our opinion, the remainder of your property does not constitute adequate security for the loan amount, then the loan amount, or such part of the loan amount as we determine, will immediately become due and payable together with loss of interest.

**29. GUARANTEE**

We agree that:

- (a) MFL may at any time and from time to time without the consent of or notice to any of the Guarantor(s) give any extension of time for payment (including renewals) deal with any additional security, give releases or discharges, vary, increase or decrease the interest rate, amend the terms of the Mortgage and generally deal with all matters affecting the Mortgage and the obligations of the borrower without in any way affecting the guarantee or the obligations of the Guarantor(s). MFL may require payment from any of the Guarantor(s) before we attempt to obtain a payment from the Borrower, and all obligations of any of the Guarantor(s) shall also be those of the successors or personal representatives of the Guarantor(s) and will not be altered by the bankruptcy of the Borrower or any of the Guarantor(s);
- (b) the covenants of the Guarantor(s) shall be joint and several, and shall continue for the full term of the Mortgage and any renewal thereof unless a release in writing has been authorized by MFL and shall be binding upon the heirs, executors, administrators, successors and permitted assigns of the Guarantor(s);
- (c) we will make payment to MFL forthwith after demand for payment is made in writing;
- (d) the covenants, agreements and obligations of the Guarantor(s) contained herein shall nevertheless be binding upon the Guarantor(s) as principal debtor until such

time as all monies owing by the Borrower to MFL have been paid in full and the liabilities secured hereby have been discharged; and

- (e) we hereby acknowledge that with respect to the above-noted mortgage transaction, the Lender has advised that we obtain independent legal advice in this matter and we have either obtained independent legal advice or confirm that we have waived our right to do so;
- (f) the Borrower's solicitor or our independent solicitor has explained and we confirm that we fully understand the obligations and liabilities under the Guarantee and we hereby acknowledge receipt of copies of same; and,
- (g) we have signed the Guarantee freely and without duress, coercion or undue influence from anyone.

### **30. PORTABILITY OPTION**

Provided that we have not approved an assumption of this mortgage, if you dispose of your entire interest in your property and coincidentally acquire title to another property in the same province, you may request, at least 5 business days prior to the disposition, a replacement mortgage loan to be secured by a mortgage, satisfactory to us, on the acquired property. The new mortgage may exceed the then outstanding principal amount of the original mortgage, shall be on the same terms and conditions as in the original mortgage and be for a term equal to the remaining term of the original mortgage. In the event that that mortgage amount is increased, the new interest rate for any new amount secured by the new mortgage will be blended with your existing interest rate. You must also first obtain our prior approval of the property to be acquired and satisfy all of our standard underwriting requirements. You shall pay all legal costs incurred by us in discharging the original mortgage and for preparing and registering the replacement mortgage, including a service fee.

The mortgage can be ported up to 60 days after the discharge of the original mortgage subject to written notification at least 5 business days prior to the disposition. The prepayment penalty is collected upon the discharge of the original property and will be returned to you on the closing of the acquired property.

### **31. READVANCE OPTION AT MFL'S SOLE DISCRETION**

If (i) your property consists only of a single family residence, (ii) you are not in default of any obligations, (iii) there are no subsequent encumbrances on title to your property and (iv) you complete a new mortgage loan application which is approved by us and satisfies our requirements, you may, at our discretion, increase the outstanding principal amount of the mortgage up to the original registered amount without having to register a new mortgage. If we request, you will enter into an agreement with us that any additional principal amounts loaned to you by us are secured by the mortgage. You will be responsible to pay any and all costs and fees charged by us and any of our representatives. Any advance funds will be subject to the interest rate charged by us at the time funds are advanced, for a loan with a term similar to the remaining term of the current mortgage. The amount of monthly payment will be adjusted to reflect the adjusted interest rate and shall be based upon an amortization period equal to the original amortization period less the period of time then passed since the interest adjustment date.

### **32. RESERVATION OF RIGHTS**

You understand that any material change in the conditions of the mortgage such as an extension of time for payment or change in the interest rate, will not lessen the obligations of any person who does not join in such amending agreement.

### **33. NON-MERGER**

The registration of this mortgage is pursuant to the Commitment and the advance of any monies under this mortgage will not cause the Commitment to merge but rather it will survive and all the terms therein shall be binding upon you as if fully incorporated herein both before and after all advances have been made and all of the requirements of the Commitment will continue in full force and effect notwithstanding the registration of this mortgage. A default under the Commitment will also be a default under this charge. In the event of any conflict among the Commitment this mortgage or the standard charge terms, the Commitment and this mortgage

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shall prevail over the standard charge terms and the Commitment shall prevail over this mortgage.

**34. DISCHARGE**

After you have paid us the loan amount, we will sign a discharge or, if requested by you, an assignment of the mortgage and send it to you within a reasonable time. You will pay our usual administrative fee for preparing and signing the discharge or assignment and all legal and other expenses, whether the discharge or assignment is prepared by your lawyer, by ours or by us. It is your responsibility to register the discharge or assignment on your title and to pay the registration fee. If electronic registration is available for your mortgage, we will register the discharge on your behalf and will provide either you or your solicitor (as applicable) with confirmation of registration.

**35. ADMINISTRATION FEES**

You agree to pay to us, when due, our then current administration and processing fees in connection with the preparation of any assumption statement, amending or other agreement, a transfer of the mortgage to another party, statements for information purposes, any fees referred to in paragraph 8(e), replacement of cheques or re-presenting of preauthorized debits where payment has been refused due to insufficient funds or for any other reason in respect of the administration of your mortgage and to add such fees, if unpaid, to the loan amount, which unpaid fees will be charged interest at the rate required by the mortgage. The amount of such fees in effect at any particular time is available by contacting us.

**36. FAMILY LAW ACT**

You certify to us that all information which you gave us about your marital status and your property when applying for the loan secured by the mortgage, and the statements made in the registered document were and are completely truthful and accurate under Part II of the *Family Law Act*, R.S.O. 1990, c.F.3 (as amended or replaced). After any change in your marital status, you will provide us with the full name and birth date of any spouse, so that we are kept fully informed of the names and addresses of the owner or owners of the property and of any spouse who is not an owner but who has a right to possess the property.

**37. 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.

**38. DATE OF MORTGAGE**

You agree that, only for the purpose of defining the date of the mortgage with respect to any statutory right of prepayment, the date of the mortgage will be deemed to be the interest adjustment date set out in the registered document.

**39. ONTARIO NEW HOME WARRANTIES PLAN ACT**

If the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c.O.31 (as amended or replaced) applies to your property, you agree to comply with its requirements and to reimburse us for any costs which we incur in complying or enforcing your rights on your behalf if you fail to do so.

**40. WHO IS BOUND**

Not only do you agree to be bound by everything, including your obligations, in the mortgage, but your legal and personal representatives and anybody else to whom your property is transferred are also bound. The mortgage is also binding on our successors and assigns and on anybody to whom we may transfer the mortgage.

If more than one person signs the mortgage as borrower, then all persons who sign are jointly and individually liable to comply with all obligations under the mortgage. If any borrower or guarantor is female or a corporation, then the mortgage will be read with all necessary grammatical changes.

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## Appendix 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
1.000	1.00209	9.000	9.17045	17.000	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
2.000	2.00835	10.000	10.21066	18.000	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
3.000	3.01881	11.000	11.25519	19.000	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
4.000	4.03348	12.000	12.30403	20.000	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
5.000	5.05237	13.000	13.35721	21.000	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
6.000	6.07550	14.000	14.41474	22.000	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
7.000	7.10288	15.000	15.47664	23.000	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
8.000	8.13452	16.000	16.54291	24.000	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

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**STANDARD CHARGE TERMS  
CLAUSES TYPES DE CHARGE**  
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