

## **FIXED RATE MORTGAGE SCHEDULE** (SCF FXD RATE SCH 16SEP11)

In consideration of the granting of the loan secured by this mortgage and of its conditions, the borrower agrees with the lender as follows:

The provisions of this Schedule shall be incorporated into, and form part of, the attached mortgage and, where applicable, shall replace the corresponding provisions of this mortgage. All terms and conditions of this mortgage document not varied by this Schedule remain in full force and effect notwithstanding the addition of this Schedule. In the event of any conflict between the provisions of this Schedule and the provisions of this mortgage, the provisions of this Schedule shall prevail.

All terms utilized in this Schedule but not otherwise defined in this Schedule shall have the respective meanings ascribed to such terms in the Standard Charge Terms or Standard Mortgage Terms, as applicable.

The privileges of this mortgage are available to the borrower only when not in default.

The borrower will make regular payments at the interest rate, calculated and compounded in accordance with this mortgage and as further set out in this Schedule.

### **1. INTEREST**

The interest rate payable under this mortgage is a fixed rate calculated semi-annually not in advance and is payable in regular and equal instalments as set out in this mortgage.

### **2. PRIVILEGES**

The following privileges may be used in the same year.

The exercising of either privilege will not affect any of the borrower's obligations under this mortgage including the continuing regular loan payments as to amount or due date.

Privileges are not cumulative and may not be carried over from one year to the next.

#### **(a) PARTIAL PREPAYMENT**

The borrower, when not in default, may prepay partial amounts of principal, without payment of compensation to the lender, on any payment date. Such partial payments must each be a minimum amount of \$ 100.00, and total no more than 20% of the original principal amount of this mortgage during each year. This privilege is only available if this mortgage is continuing in force and is not applicable in part to any prepayment in full of this mortgage. Any unused partial prepayment privilege will not reduce the compensation payable on any prepayment in full of this mortgage. This privilege may not be used in the 31 days prior to a prepayment in full of this mortgage.

#### **(b) PAYMENT INCREASE**

The borrower, when not in default, shall have the privilege of increasing the then regular loan payment on account of principal and interest, in an amount not to exceed 20% thereof, or reducing the aforesaid increased payment by an amount up to but not exceeding 20%, once during any year. It is understood that the principal and interest portion of the regular loan payment may never be less than the original principal and interest amount.

### **3. INCREASE AND BLEND**

The borrower, when not in default, may apply to increase the principal amount secured by this mortgage and/or extend the term of this mortgage. Upon approval, the rate of interest will be blended to reflect the existing mortgage rate and the mortgage rate in effect at the time of application. All applicable prepayment charges, administration fees and processing fees, if any, must be paid by the borrower as a condition of approval by the lender. The borrower may choose to capitalize applicable prepayment penalties to the new mortgage balance. The borrower must meet the lender's mortgage approval criteria in effect at the time, including criteria relating to the borrower, the mortgage terms and the property.

### **4. ASSUMPTION**

The borrower, when not in default, may sell the property charged hereunder without paying off the mortgage money secured by this mortgage if the purchaser of the property first obtains our written approval for the assumption of the mortgage. The borrower and the purchaser must provide sufficient information as required by the lender to enable it to make a decision to grant approval. The purchaser will be required to sign an assumption agreement and documents and pay all fees that may be associated with the granting of the approval to assume the mortgage.

If this mortgage is assumed, the purchaser assuming this mortgage will be limited to the privileges outlined herein as if the purchaser had exercised such privileges prior to the completion of the sale.

## **5. PORTABILITY**

The borrower may, when not in default, and upon a bona fide arm's length sale of the property charged hereunder and the purchase of another property, apply for approval to transfer this mortgage as a charge of the same priority and of the same amount to the new property. The closing date of the two sales must be the same. In most cases, an arm's length sale is one where the buyer and seller are unrelated and have no personal or business relationship with each other.

The existing borrower and the new property must both qualify under the lender's underwriting policies, criteria, procedures and documentation requirements and those of any insurer, if applicable, in effect at the time of application. The borrower will be required to pay the port application fee, appraisal fee and insurance premiums, if any, and all other fees and prepayment compensation that may be associated with the granting of the approval to port.

## **6. MATURITY**

The balance of the mortgage money will become due and payable, in full, on the balance due date (maturity) of this mortgage.

In the event the lender agrees to renew or extend the term of this mortgage, such renewal or extension may, at the lender's sole discretion, be subject to a credit review and any renewal or extension fee in effect at such time. If the lender so chooses, the borrower will be required to provide any and all documentation required by the lender for the lender's credit review. Failure of the borrower to provide such documentation or pay such fees may cause the lender to revoke any offer of renewal or extension so made.

In the absence of receipt of either full payout funds or a signed renewal offer from the borrower, the lender, at its sole discretion and in accordance with its policies at the time of maturity, may renew this mortgage for a term with the length and at the rate of interest as it sets out for an auto renewal in its offer of renewal.

Upon completion of a renewal, all the features and benefits of this mortgage will be rescinded and the features and benefits of the new mortgage will take effect whether or not a renewal or amending agreement is signed by, or delivered to, the borrower.

## **7. PREAUTHORIZED CHEQUING**

The borrower agrees to execute any documents necessary to permit the lender to deduct payments from the borrower's bank account and to ensure that such account always has clear and sufficient funds to satisfy the payment obligations of the borrower under this mortgage. It is hereby agreed between the lender and the borrower that the covenant herein forms a material consideration in the granting of the mortgage and failure of the borrower to execute any such documentation enabling the lender to receive payments through a preauthorized payment method acceptable to the lender, and on an account with a financial institution in Canada will, at the option of the lender, result in the full amount outstanding under this mortgage becoming due and payable.

The borrower shall pay a fee for every dishonoured preauthorized payment, in accordance with the fee schedule established by the lender from time to time. Unless separate payment for the fee is received with the replacement payment, the fee will form part of the mortgage money and will thereafter be charged interest at the same rate as the mortgage until paid.

## **8. PREPAYMENT IN FULL**

The borrower may prepay this mortgage in full at any time upon a compensation payment to the lender of an amount equal to the greater of:

(a) three (3) months interest calculated by the lender on the remaining balance and at the interest rate set out in the mortgage form or last renewal, conversion or amendment thereto; or

(b) the interest rate differential (IRD) calculation for the remaining term of this mortgage. The IRD is the amount of money the lender requires, on the prepayment date, to compensate the lender for the loss of interest income which results from a lower rate of interest on

a replacing loan for the remainder of the term. The remainder of the term is the length of time from the payment due date of the last full loan payment made under this mortgage to the maturity date of this mortgage. The IRD is calculated by determining the difference between the mortgage rate in effect, at the time this mortgage was given or last renewed, converted or amended, and the lender's posted rate in effect at the time such IRD calculation is made for the term closest to the remaining term, as determined by the lender. The difference in these two rates is used to calculate the loss of interest income.

If the term of this mortgage is longer than five (5) years and the prepayment is made after the fifth (5<sup>th</sup>) anniversary date then the compensation payment is limited to three (3) months interest only as set out in 8 (a).

The prepayment compensation amount may be estimated up to 30 days in advance of the discharge date. At a later date, to be determined by the lender at its sole discretion, the lender will fix and guarantee the compensation amount. Thereafter, the lender will not be required to re-calculate the compensation amount should regular rates increase or decrease.

The borrower will not be entitled to require a discharge of this mortgage without payment of the compensation amount.

The borrower will not be entitled to a rebate of any of the costs of borrowing upon such prepayment. The costs of borrowing include the fees and costs related to the mortgage application and any other fees charged as set out in the lender's fee schedule.

The borrower agrees that the amounts calculated by the lender pursuant to the above calculations will, in the absence of obvious error, be conclusive.

The prepayment compensation amount is a charge in addition to accrued interest and any applicable compound interest and fees.

## **9. FEES**

The borrower shall pay a fee for every dishonoured payment whether for a regular loan payment, a replacement thereof, or any other remittance of payment or fee under this mortgage.

The borrower acknowledges that the lender may charge reasonable fees for all administrative services including, but not limited to, those outlined in the Fee Table and the borrower agrees to pay all such charges. Fees not paid as required may, at the Lender's sole discretion, lead to the withholding the service or approval for which the fee remains owing or, may be added to the mortgage money secured hereunder and accrue interest at the rate of the mortgage until paid. The lender will not be liable for the effect of any such withholding of services or approval.

The following Fee Table outlines the fee amounts that are in effect at the date of this mortgage. The Fee Table represents the most common fees that may be charged from time to time. The lender will advise the borrower of any applicable fees when a particular service is requested by the borrower.

All fee amounts are subject to change at any time and without notice. The fees in effect at any time are available upon inquiry to the lender.

### **FEE TABLE**

There are fees chargeable by the lender which the borrower is liable to pay, including but not limited to, those outlined below and those set out in the loan documents. All references to "Fee Schedule" in the loan documents refer to this Fee Table and its provisions. The listing of any particular fee does not imply that the lender is liable to provide the service listed.

The lender's fees shall be the amounts established, disclosed and generally applied by the lender from time to time. The current fees in effect at any time may be ascertained upon inquiry to the lender.

All such fees are intended to compensate the lender for the lender's administrative costs and shall not be deemed a penalty. Any and all fees, if not paid, shall be added to the mortgage money secured hereunder and shall bear interest at the rate provided in this mortgage until paid. The lender shall have the same rights with respect to the collection of the fees as it does with respect to the collection of the mortgage money secured hereunder.

Return Payment Fee- for payments of all types and for all reasons for return.....	\$ 125.00
Hold or Delay Payment- for regularly scheduled loan payments, etc.....	\$ 50.00
Payment Changes- to payment frequency, payment due date, amortization, etc.....	\$ 25.00
Amortization Change.....	\$ 50.00
Amortization Schedule.....	\$ 25.00

Renewal Fee- varies based on prior repayment history.....	Up to \$ 550.00
Early Renewal Fee.....	\$ 75.00
Administration Fee- Ontario discharge preparation, execution and/or delivery.....	\$ 250.00
Administration Fee- B.C. discharge preparation, execution and/or delivery.....	\$ 75.00
Administration Fee- Alberta and Quebec discharge preparation, execution and/or delivery.....	\$ 0.00
Administration Fee- Newfoundland discharge preparation, execution and/or delivery.....	\$ 53.50
Administration Fee- all other provinces discharge preparation, execution and/or delivery.....	\$ 125.00
Transfer Administration Fee- Newfoundland.....	\$ 50.00
Transfer Administration Fee- Nova Scotia.....	\$ 25.00
Transfer Administration Fee- P.E.I.....	\$ 25.00 to \$ 250.00
Transfer Administration Fee Quebec.....	\$ 0.00
Transfer Administration Fee- all other provinces.....	\$ 250.00
Assignment Administration Fee.....	\$ 250.00
Refinance, Port or Assumption/Release of Covenant- Ontario .....	\$ 250.00 to \$ 500.00
Refinance, Port or Assumption/Release of Covenant- Alberta and Quebec.....	\$ 0.00 to \$ 500.00
Refinance, Port or Assumption/Release of Covenant- all other provinces.....	\$ 150.00
Reprint Discharge Document.....	\$ 50.00
Reprint Annual Statement.....	\$ 25.00
Reprint Annual Statement older than current year.....	\$ 75.00
Payment of Tax Arrears.....	Starting at \$ 200.00
Dealing with Condominium Fee Arrears.....	\$ 100.00 to \$ 500.00
Payment of Utility Arrears.....	\$ 75.00
Tax or Account Breakdown Statement.....	Per Hour \$ 25.00
Authorized Copy of Material from File- discretionary.....	\$ 25.00
Bankruptcy/ Consumer Proposal Processing Fee.....	\$ 125.00