

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

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 Authorized Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF THE MORTGAGED LAND: \*  
 (PID) (LEGAL DESCRIPTION)

3. BORROWER(S) [MORTGAGOR(S)]:  including postal address(es) and postal code(s)  \*

4. LENDER(S) [MORTGAGEE(S)]:  including occupation(s), postal address(es) and postal code(s)

5. PAYMENT PROVISIONS: \*\*

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment Date:	Y	M	D
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment Date:			
(g) Amount of each periodic payment:	(h) Interest Act (Canada) Statement: The equivalent rate of interest calculated half yearly not in advance is ___per annum	(i) Last Payment Date:			
(j) Assignment of Rents which the applicant wants registered? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, page and paragraph number:	(k) Place of payment: Postal Address in Item 4	(l) Balance Due Date:			

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space in any box insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

6. MORTGAGE contains floating charge on land? YES  NO

7. MORTGAGE secures a current or running account? YES  NO

8. INTEREST MORTGAGED: Freehold  Other (specify)

9. MORTGAGE TERMS: Part 2 of this mortgage consists of (select one only): (a) Prescribed Standard Mortgage Terms  (b) Filed Standard Mortgage Terms  D.F. Number: MT210011 (c) Express Mortgage Terms  (annexed to this mortgage as Part 2) A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS: \*

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER: \* N/A

12. EXECUTION(S):\*\* This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in Item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Execution Date table with columns Y, M, D. Officer Signature(s) and Borrower(s) Signature(s) lines. Includes text: As To All Signatures, Witnessed as to Execution Only, No Legal Advice Sought or Given.

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c. 124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D

# LAND TITLE ACT FORM E

## SCHEDULE

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ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

### 10. Additional or Modified Terms:

#### **RFA SOLUTIONS FIXED RATE MORTGAGE SCHEDULE**

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.

# LAND TITLE ACT FORM E

## SCHEDULE

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### 3. 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.

### 4. 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.

### 5. 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.

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**6. PREPAYMENT IN FULL**

The Borrower may prepay this mortgage in full upon a compensation payment as follows:

For mortgage terms less than or equal to three (3) years, the mortgage may only be prepaid in full upon confirmation of the closing of a bona fide arm's length sale of the property along with the compensation payment.

For mortgage terms greater than three (3) years, the mortgage may also at any time after the third year of the term, be prepaid in full upon a compensation payment.

**COMPENSATION PAYMENT IS CALCULATED AS THE GREATER OF A or B:**

Compensation Payment: The compensation payment is calculated as the greater of:

(A) 3 months simple interest, at the interest rate set out in the mortgage form or last renewal, conversion or amendment and calculated by the Lender as the remaining principal amount multiplied by the interest rate and divided by 4; or

(B) the interest rate differential (IRD) calculation for the remaining term of the 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 replacement 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 rate in effect on the mortgage at the time such IRD calculation is made and the Lender's RFA Solutions posted rate in effect for the term closest to the remaining term, as determined by the Lender, at the time such IRD calculation is made. The difference in these two rates is used to calculate the loss of interest income.

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.

If the term of the mortgage is longer than 5 years, the Borrower may prepay the mortgage in full after the fifth year of the term upon payment of 3 months interest on the amount being prepaid calculated at the interest rate of the mortgage.

**Reinvestment Fee:** \$500 in the first year of the term, \$400 in the second year, and \$300 in the third year. There is no Reinvestment Fee in subsequent years of the Term.

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.

**7. 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 Disclosure Statement provided in the mortgage documentation and available on the Lender's website 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 of 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.

Fees disclosed in the mortgage documentation represent 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 and may be subject to tax where applicable. The fees in effect at any time are available upon inquiry to the Lender.

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

**END OF DOCUMENT**