



## **ADDITIONAL PROVISIONS FOR**

### **Fixed Rate - Value Mortgage (MCAP - 2189)**

**1. EFFECT ON STANDARD TERMS:**

These Additional Provisions form part of the Mortgage. In the event of any inconsistency or conflict between these Additional Provisions and a term of the Standard Charge/ Mortgage Terms, these provisions amend those terms and will prevail.

**2. CAPITALIZED TERMS:**

All capitalized terms used but not otherwise defined in these Additional Provisions have the respective meanings ascribed to such terms in the Standard Charge/ Mortgage Terms.

**3. INTEREST RATE:**

Refer to the Payment Provisions in the Registered Mortgage.

**4. PREPAYMENT PROVISIONS:**

The following Prepayment Provisions are available to you each year (ie. during the 12 month period starting from the Interest Adjustment Date, and starting from each anniversary of the Interest Adjustment Date thereafter), provided you are not in default:

- Increased Payment: Once per year, you may increase the amount of the Regularly Scheduled Payment up to a maximum of 10%. The maximum for each payment increase is calculated using the amount of the current Regularly Scheduled Payment in effect at the time. If all or any portion of this privilege is not used in a particular year, it cannot be carried forward and used in a future year.

**5. EARLY PAYOUT PROVISIONS:**

You may payout the entire outstanding balance of the Loan prior to the Maturity Date:

- **Only upon the closing of a sale of the Property** to an arm's length purchaser.
- A Reinvestment Fee and Early Payout Penalty will apply.

**Reinvestment Fee:**

The Reinvestment Fee is \$500 in the first year, \$400 in the second year, \$300 in the third year, \$200 in the fourth year and \$100 in the fifth year of the Term.

**Early Payout Penalty:**

The Early Payout Penalty is equal to the greater of the Three Months Interest Cost or the Interest Rate Differential Amount:

i. Three Months Interest Cost:

This cost is calculated by applying the Interest Rate being charged on your Loan, to the outstanding principal balance of the Loan, for a 3 month period.

ii. Interest Rate Differential Amount:

The Interest Rate Differential Amount is calculated by applying the difference between:

- a) the Interest Rate being charged on your Loan, and
- b) the current best rate in effect at the time, being charged by us on a loan with a term that is closest to the *remaining* term of your Loan.

This rate difference (between a and b) is then applied to the outstanding principal balance of your loan, for the *remaining* term of your Loan.

If you request an Early Payout, you cannot exercise the increased payment privilege (outlined in section 4 of this document), until the Payout Statement expires. The calculation of the Early Payout Penalty will be based on the outstanding principal balance of your Loan.

**6. CONVERTIBILITY:**

This Loan is not convertible.

**7. RENEWAL/ ROLL-OVER:**

The outstanding balance of the Loan is due and payable on the Maturity Date; however, we may offer to renew it prior to the Maturity Date.

If we have sent you a Renewal Agreement (in advance of the Maturity Date), and:

i. If you accept the Renewal Agreement:

All the features and benefits of existing Loan are rescinded upon renewal, and you will adopt the features and benefits of the new loan.

ii. If you fail to either accept or decline the Renewal Agreement, and do not pay out the Loan on the Maturity Date:

a. **The Loan will automatically renew into a 6 Month Convertible closed term loan on the Maturity Date.**

b. The renewed 6 Month Convertible closed term loan will provide you with the option to subsequently convert it to a longer closed term, fixed rate loan without penalty, at any time during the renewal term.

c. If you choose to pay out the outstanding balance of your 6 Month Convertible loan during the renewal term, you will be subject to the Early Payout Penalty (which is the greater of the Interest Rate Differential Amount or Three Months Interest Cost), plus a Reinvestment Fee.

You may not renew your Loan prior to the end of your Term. However, if you wish to switch to a new term prior to the Maturity Date, you can do so upon payment of any penalties or fees associated with Early Payouts.

**8. ASSUMABILITY:**

This Mortgage is assumable. For details, refer to section 9.5 of the Standard Charge/ Mortgage Terms.

**9. PORTABILITY:**

This Mortgage is portable. For details, refer to section 9.6 of the Standard Charge/ Mortgage Terms.

**10. SKIP-A-PAYMENT:**

This Mortgage permits skip-a-payment. For details on skip-a-payment, refer to section 6.4 of the Standard Charge/ Mortgage Terms.

**11. SECOND MORTGAGE:**

Not applicable (ie. this Mortgage is not a second mortgage).

**12. LINES OF CREDIT AND REDRAWABLE MORTGAGES:**

Not applicable (ie. this Loan is not a Line of Credit or Redrawable Mortgage).

**13. OCCUPATION OF PROPERTY:**

Unless the Mortgage was granted under our Small Rental Program, the Borrower must occupy the Property during the term of the Mortgage.

If the Mortgage was granted under our Small Rental Program, the Borrower is not required to occupy the Property, but it must be occupied at all times throughout the term of Mortgage.

We may declare this Mortgage in default and exercise all remedies available, if the Property is not occupied as specified herein.