

## SCHEDULE

### (HELOC)

- A. Paragraph 2.2 (d) of Standard Charge Terms NO. MT121004 is amended by deleting in its entirety and replacing it with the following:

2.2 **Interest for adjustable rate loans**

(d) Interest is payable on the loan amount at the rate and as set forth in the commitment letter or other loan agreement made between you and us in respect of the loan amount, both before and after the balance due date, before and after default, and before and after we obtain any court judgement against you.

- B. Paragraph 3.1 of Standard Charge Terms No. MT121004 is amended by deleting in its entirety and replacing it with the following:

3.1 ***Intentionally Deleted***

- C. Paragraph 4.2 of Standard Charge Terms No. MT121004 is amended by deleting it in its entirety and replacing it with the following:

4.2 **Regular Payments**

- (a) **If the interest rate of the mortgage is a fixed rate**, the amount of each regular payment, which includes principal and interest, is as shown on the registered mortgage.
- (b) **If the interest rate for the mortgage is an adjustable rate**, the amount shown on the registered mortgage, which includes principal and interest, is the payment that has to be made based on the rate in effect at the time the mortgage is made. Your regular payment amount will change with each adjustment in the interest rate to an amount sufficient to pay all interest that accrues, plus the amount of principal we determine is required to be paid to maintain the amortization of the mortgage, as adjusted for any prepayments you have made. This amount will be your new regularly scheduled payment amount, beginning on the second payment date following an adjustment in the interest rate, until the payment amount is again changed following an adjustment in the interest rate.
- (c) **If the commitment letter or loan agreement provides for any other payment arrangements, such as interest only payments**, you must make payments in accordance with the terms of the commitment letter or loan agreement between you and us that govern the loan amount.
- (d) You must make these regular payments on the dates set out in the registered mortgage starting with the first payment date up to and including the balance due date.

- D. Paragraph 4.3 of Standard Charge Terms No. MT121004 is amended by deleting in its entirety and replacing it with the following:

4.3 ***Intentionally Deleted***

- E. Paragraph 4.4 of Standard Charge Terms No. MT121004 is amended by deleting in its entirety and replacing it with the following:

4.4 ***Intentionally Deleted***

- F. Notwithstanding the provisions of Section 5 of Standard Charge Terms No. MT121004 relating to early prepayment of the mortgage, this mortgage is open and may be prepaid in full on any regular payment date without penalty.
- G. For certainty and notwithstanding any other terms and conditions in this charge, all indebtedness, liabilities and obligations secured by this charge are payable on demand and this charge may be enforced on the occurrence of such demand.
- H. Notwithstanding any provision of Standard Charge Terms No. MT121004, the mortgage may not be assumed.
- I. Default of any mortgage the Mortgagor has with the Mortgagee against the Mortgaged Lands (as described in the Charge/Mortgage of Land) is considered default of all mortgages the Mortgagor has with the Mortgagee against the Mortgaged Lands. In that case, all amounts owing to the Mortgagee under all mortgages against the Mortgaged Lands, including principal and interest and other costs and charges, will be due and payable to the Mortgagee immediately.
- J. All amounts owing to the Mortgagee under the Charge/Mortgage of Land, including principal and interest and other costs and charges, will be due and payable to the Mortgagee immediately in the event that the first mortgage granted to the Mortgagee on the Mortgaged Lands is transferred to another lender(s), chargee(s) or mortgagee(s) other than the Mortgagee.
- K. This Schedule forms part of the mortgage. In the event of any conflict or inconsistency between the provisions in this Schedule and any provisions contained in the Standard Charge Terms, the provisions in this Schedule shall govern.
- L. All terms used in this Schedule that are defined in the Standard Charge Terms shall have the same meanings as in the Standard Charge Terms.

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