DEED OF HYPOTHEC (Residential Property)

On this () day of , ().

Before Mtre. , a Notary for the Province of Québec practising at .

APPEARED:

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| --- |
| , (*profession)*, domiciled at AND, (*profession)*, domiciled at  |
|  (sometimes referred to in this Deed as the “**Borrower**”or as “**you**”. The word “**your**” also refers to the Borrower). |
|  |
| AND: |
| **EQUITABLE BANK**, a schedule I bank governed by the *Bank Act* (Canada), having its head office at 30 St. Clair Avenue West, Suite 700, Toronto, Ontario, M4V 3A1, represented by , who is authorized to act for it as he/she so declares. |
| (sometimes referred to in this Deed as “**Equitable**” or as “**we**”or “**us**”. The word “**our**” also refers to Equitable). |
|  |
| Notice of address has been published under number 6156317 at the centralized land registry of Québec. |

WHO HAVE AGREED TO THE FOLLOWING:

1. LOAN AND DISBURSEMENT
	1. Principal Amount.

Equitable agrees to lend you the principal amount of dollars ($) (the “**Principal Amount**”). The terms and conditions contained in the Commitment Letter will continue to apply to this Loan, even after this Deed is signed. For the purposes of this Deed (i) “**Commitment Letter**” means the document approved by both you and Equitable in which we commit to providing you with the Loan, including an advance, a loan or a line of credit, which sets out the terms of that Loan, loan or line of credit and which may include the disclosure of the cost of borrowing mandated by the *Bank Act* (Canada) and its regulations, and (ii) “**Loan**” means each loan made by Equitable to you from time to time pursuant to a Credit Document, on such terms as notified to you from time to time, that you have agreed in writing will be secured by the Property; provided, for the avoidance of doubt, that either (i) each additional loan that is made under a Credit Document after the initial advance (including any new or additional advances, increases to principal, or further borrowings or extensions of the term, including in the case of any fluctuating account or accounts, revolving loans, lines of credit, additional or further advances beyond an initial advance, re-advances, and multiple facilities (each an “**additional advance**” and, collectively, “**additional advances**”)) will be treated as a new Loan, or (ii) the additional advances in the aggregate will be treated as a new Loan, and in each case of (i) or (ii), such new Loan will be treated as a separate and distinct Loan from any Loan that is insured and/or financed under a NHA Program for all purposes including enforcement. .

It is expressly understood and agreed that, in the event of a conflict or inconsistency between the application of any of the rights and remedies contained in the Deed and the application of any of the rights or remedies of any of the other Credit Documents, the terms of this Deed will prevail. For the purposes of this Deed (i) “**Credit Documents**” means documents approved by both you and Equitable that relate to the Total Debt and includes this Deed and any Commitment Letter, loan agreement, line of credit agreement, guarantee and any other credit document that we may require, and any amendments or renewals of those Credit Documents; (ii) “**Renewal Agreement**”means an agreement, renewal notice or written letter approved by us and you confirming the terms of a renewal or extension of the Loan; and (iii) “**Total Debt**” or “**Debt**” means all present and future amounts owing by you to us under this Deed or the other Credit Documents, including the Principal Amount, if applicable the Collateral Loan Debt, Interest, interest on Interest, Late Interest and Costs (each hereinafter defined); provided, for the avoidance of doubt, that any Total Debt in respect of any loan(s) that is/are insured and/or financed by Equitable under an NHA Program shall have priority as to payment, collection and in respect of enforcement over any other loan, irrespective of the time or order of any loan, made by Equitable to you from time to time secured or to be secured by the Property that is not insured and/or financed under an NHA Program.

“**NHA Program**” means a financing by Equitable or private or public hypothecary loan insurance program under the *National Housing Act* (Canada), R.S.C., 1985, c. N-11 and associated regulations, as such may be amended, re-enacted or replaced from time to time.

* 1. Maximum Amount Secured.

The maximum amount secured under this Deed is the Total Debt.

* 1. Costs and Payments Equitable May Make.

Any and all fees, costs, charges and expenses relating to:

1. the approval, preparation, execution and publication of this Deed, any document connected with the Loan and any Amendment, discharge or transfer of the Loan;
2. any amounts we are entitled to charge you or pay on your behalf under this Deed:
3. any expenses that we incur in enforcing any of our rights and remedies under this Deed;
4. any charges of a municipality or other taxing authority for providing us with information on all present and future property taxes (including interim and/or final taxes), assessments and levies of any kind whether general or special, including municipal taxes, local improvement assessments, school taxes, water, business and development charges and levies and any interest and penalties relating to such taxes, assessments and levies (“**Taxes**”) or charges imposed because we (rather than you) are paying Taxes;
5. any inspection of the Property (as hereinafter defined in Section 4.1(i))
6. any environmental testing, site assessment, investigation, study or inspection of the Property;
7. all repairs made to the Property;
8. having to take possession and secure, complete and equip any buildings, structures or any construction, installation, alteration, addition, repair or demolition (the “**Improvements**”) on the Property, including completing construction of the Property;
9. removing a legal hypothec from title to the Property, obtaining a discharge of a legal hypothec or defending a legal hypothec action relating to the Property;
10. each late or missed payment and for replacement of each cheque or other instrument not honoured when presented for payment, or any preauthorized payment which does not clear as scheduled;
11. any hypothecary loan insurance or title insurance; and
12. all legal fees and disbursements (including those of our in-house lawyers) in any way relating to items (i) through (xi) on a full indemnity basis;

(collectively the “**Costs**”)

which are incurred by Equitable will be immediately payable by you, bear Interest at the highest of the fixed or variable interest rate or the interest rate or rates set out in this Deed or the other Credit Documents, as applicable (the “**Interest Rate**”) then chargeable and form part of the Total Debt. For greater certainty, any reference in this Deed to “**variable**” also includes reference to “**adjustable**”, and vice versa.

Equitable may pay any Rents or satisfy any present or future Taxes, hypothecs, rates, charges, and charges and expenses resulting from the co-ownership and operation of the building where the Property is located and any contribution to the contingency fund (the “**Common Expenses**”) (if applicable), or other similar liabilities or interests in the Property. These amounts, when paid by Equitable, also form part of the Total Debt and bear Interest at the highest Interest Rate then chargeable.

* 1. Deductions from Advances.

Equitable may deduct from any advance under this Deed or the Commitment Letter:

1. any Taxes that are due;
2. any Interest due under this Deed;
3. all legal fees and disbursements (and applicable taxes) for preparing and publishing this Deed;
4. any Costs, including those relating to the approval, preparation or publication of this Deed or the Credit Documents (including fees for hypothecary loan insurance and title insurance), and
5. any costs and fees relating to obtaining title insurance, including the premium and applicable taxes.
	1. No Obligation to Make Advances to you Under this Deed.

Equitable may decide, for any reason, that it will not advance all or any part of the Principal Amount, even if you have signed this Deed, this Deed has been published, or part of the Principal Amount has previously been advanced to you.

In this case, you will pay us, when we demand, all of our Costs related to investigating title to your Property and for preparing and publishing this Deed. These Costs will include legal fees and disbursements. You will pay us these costs immediately. The hypothecs created under this Deed will secure such Costs even though Equitable has not advanced any money.

1. INTEREST AND REPAYMENT
	1. Interest on the Loan Amount and Regular Payments.

## [OPTION 1: APPLIES ONLY TO A VARIABLE RATE HYPOTHECARY LOAN.

The annual rate of interest for the amount of money advanced to you under this Deed (“**Loan Amount**”) is variable. It will be equal to the annual interest rate (calculated monthly not in advance) that is established from time to time by Equitable, at Equitable’s discretion, as the interest rate then in effect for determining interest on Canadian dollar hypothecs, hypothecary loans or loans made by Equitable in Canada (the “**Equitable Prime Rate**”) in effect at any given time plus/minus #.###% per annum. The Equitable Prime Rate is available on Equitable’s website at [equitablebank.ca/mortgage-rates](https://www.equitablebank.ca/mortgage-rates). If it is necessary for us to prove the interest rate in effect we are charging at any time, you agree that the production by us of a written certificate setting out the interest rate at that time is conclusive proof for that purpose.

The Interest Rate for the Loan Amount will change with any change in the Equitable Prime Rate. If there is a change in the Equitable Prime Rate, Equitable may send you notice of the new Interest Rate, but if Equitable fails to do so, you will still be liable to make all payments when due under this Deed at the new Interest Rate. These notices form a part of this Deed. A change in the Interest Rate will become effective on the day that the Equitable Prime Rate changes.

The amount of your Regular Payment as at the date of advance is set out in the Credit Documents and is based upon the Interest Rate provided in this Deed. Regular Payments will be recalculated every time the Equitable Prime Rate changes, based on the current Interest Rate and the remaining amortization period of the Loan. If the amount of any Regular Payment paid by you is insufficient to pay the Interest accrued at the time such Regular Payment is paid, the Interest accrued which remains unpaid shall itself bear interest at the Interest Rate until paid. For the purposes of this Deed (i) “**Regular Payment**” means the amount of each payment or the payments indicated in this Deed of other payment approved by you and Equitable for repayment of the Loan Amount and, if applicable, the Collateral Loan Debt, and (ii) “**Collateral Loan Debt**” means all present and future amounts owing by you to us (other than a fixed rate or variable rate hypothecary loan), including Interest (as hereinafter defined), pursuant to a line of credit agreement, a credit card agreement, loan agreement, guarantee or any other document that you have agreed will be secured by the Property in respect of each Loan and without limiting the previous sentence, Collateral Loan includes any debt, past, present or future, direct or indirect, absolute or contingent, matured or not, remaining unpaid by you to us, in any currency, whether arising from dealings between you and Equitable or from any other dealings or proceedings by which we may in any manner be or become your creditor, however incurred, whether incurred by you alone or with others and whether as principal or as surety, that you have agreed in writing will be secured by the Property; provided, for the avoidance of doubt, that any Collateral Loan Debt in respect of any loan(s) that is/are insured and/or financed by Equitable under an NHA Program shall have priority as to payment, collection and in respect of enforcement over any other loan, irrespective of the time or order of any loan, made by Equitable to you from time to time secured or to be secured by a hypothec that is not insured and/or financed under an NHA Program.

Interest is compounded monthly not in advance and payable monthly, as well as before maturity and both before and after default.

On Month Day, Year or any other date approved by us (the “**Interest Adjustment Date**”) you will pay the interest owing from time to time under this Deed and/or the Credit Documents, calculated at the applicable Interest Rate (the “**Interest**”) to Equitable on all amounts advanced to you, calculated from the date of each advance to but excluding the Interest Adjustment Date. After the Interest Adjustment Date, you will pay Equitable the portion of the Principal Amount together with Interest at the Interest Rate on the portion of the Principal Amount calculated from the Interest Adjustment Date. You will pay these amounts in Regular Payments beginning on the date the first payment is due, as indicated in this Deed or the other Credit Documents or any other date approved by you and Equitable (the “**First Payment Date**”) and continuing on each Payment Date until the Balance Due Date. On the Balance Due Date you will pay the balance of the Loan Amount.

If any Regular Payment is late, Equitable will calculate the additional Interest charged by us on both the principal and interest portion, including interest accrued on fees or other charges, of any late Regular Payment every day at the Interest Rate on the full amount that is late (the “**Late Interest**”). Equitable will add Late Interest to the Total Debt at the end of each period between two consecutive Regular Payments beginning on a Regular Payment date and ending on the day before the next Regular Payment date (the “**Interest Period**”). You promise to pay this compound interest, immediately when we ask you to pay it and both before and after default and judgment, until the Total Debt is paid.

## [OPTION 2: APPLIES ONLY TO A FIXED RATE LOAN..]

The annual rate of interest for the amount of money advanced to you under this Deed (the “**Loan Amount**”) is #.###% per annum.

Interest is compounded semi-annually not in advance and payable monthly, as well as before maturity and both before and after default.

On Month Day, Year (the “**Interest Adjustment Date**”), you will pay the interest owing from time to time under this Deed and/or the Credit Documents, calculated at the applicable Interest Rate (the “**Interest**”) to Equitable on all amounts advanced to you, calculated from the date of each advance to, but excluding, the Interest Adjustment Date. After the Interest Adjustment Date, you will pay Equitable the portion of the Principal Amount together with Interest at the Interest Rate on the portion of the Principal Amount calculated from the Interest Adjustment Date. You will pay these amounts in Regular Payments beginning on the date the first payment is due, as indicated in this Deed or the other Credit Documents or any other date approved by you and Equitable (the “**First Payment Date**”) and continuing on each Payment Date until the Balance Due Date. On the Balance Due Date, you will pay the balance of the Loan Amount.

If any Regular Payment is late, Equitable will calculate the additional Interest charged by us on both the principal and interest portion, including interest accrued on fees or other charges, of any late Regular Payment every day at the Interest Rate on the full amount that is late (the “**Late Interest**”). Equitable will add Late Interest to the Total Debt at the end of each period between two consecutive Regular Payments beginning on a Regular Payment date and ending on the day before the next Regular Payment date (the “**Interest Period**”). You promise to pay this compound interest, immediately when we ask you to pay it and both before and after default and judgment, until the Total Debt is paid. . For the purposes of this Deed (i) “**Regular Payment**” means the amount of each payment or the payments indicated in this Deed of other payment approved by you and Equitable for repayment of the Loan Amount and, if applicable, the Collateral Loan Debt, and (ii) “**Collateral Loan Debt**” means all present and future amounts owing by you to us (other than a fixed rate or variable rate hypothecary loan), including Interest (as hereinafter defined), pursuant to a line of credit agreement, a credit card agreement, loan agreement, guarantee or any other document that you have agreed will be secured by the Property. Without limiting the previous sentence, Collateral Loan includes any debt, past, present or future, direct or indirect, absolute or contingent, matured or not, remaining unpaid by you to us, in any currency, whether arising from dealings between you and Equitable or from any other dealings or proceedings by which we may in any manner be or become your creditor, however incurred, whether incurred by you alone or with others and whether as principal or as surety.

* 1. Currency, Place and Time of Payment.

You will pay the Total Debt to us in Canadian dollars to us at our address shown in the appearance of this Deed or any other address notified by Equitable to the Borrower in writing.

In some cases, we may write to you to tell you to send your payments to a different address. If we do this, you must send your payments to that different address.

Any payment that is due on a day that is not a “**Business Day**”(defined hereinafter as a day other than a Saturday or a Sunday, on which the principal commercial banks in Toronto, Ontario and Montreal, Quebecare open for commercial banking business during normal banking hours), must be made on the Business Day immediately preceding the due date. Equitable will consider payments received after 1:00 p.m. (Eastern Standard Time) to have been made on the next Business Day.

* 1. Bank Account for Payments.

You must maintain a bank account that is satisfactory to us with a branch of a bank, trust, company, caisse populaire or credit union and provide us an authorization in a form satisfactory to us to automatically deduct each payment of principal, interest, taxes and/or life insurance premiums (as applicable) when due.

You must make sure that the account always contains sufficient funds to meet each payment. If you don’t maintain sufficient funds in the account, or if you cancel the authorization to deduct payments, or if you close the account, we will consider you to be in Default under this Deed. In these cases, you agree to pay us immediately our administration and processing fees in effect at that time and all other applicable Costs for any actions that we take. If you do not immediately pay us these fees, we may add these fees to the Total Debt.

You expressly give us the authorization, upon reasonable notice given to you from us, to:

1. electronically debit your account for an amount higher or lower than the Regular Payment on your Regular Payment date; or
2. electronically debit your account in addition to your Regular Payment, for additional monies owing by you to us as a result of adjustments for tax, utility or other arrears.

You further agree that you waive the notification described in this paragraph if we, in our sole and arbitrary discretion, decide not to give such notification.

You agree to provide us with, upon our request, a post-dated cheque, or a series of post-dated cheques, for any payment, including payments of Taxes required under this Deed.

* 1. Payment on Default.

If you fail to pay any part of the Total Debt when it is due or if you do not perform any of the obligations that you have agreed to perform and all of the promises, confirmations and declarations that you have made under this Deed and the other Credit Documents, including the Commitment Letter (the “**Obligations**”) when required, including your Obligations to make payments, then, at Equitable’s option, all of the Total Debt will immediately become due and payable. We may also use any of our rights and remedies set out in Section 11 of this Deed.

If a Default has occurred all payments made to bring the Total Debt into good standing shall be made by certified funds or bank draft.

* 1. Application of Regular Payments.

We will apply each Regular Payment we receive from you in the following order:

1. to Late Interest, if any;
2. to pay Interest on the Principal Amount;
3. to reduce the Principal Amount.

Equitable may also decide to apply a Regular Payment to other amounts you may owe to third parties whose claims might constitute a higher priority interest to the hypothecs created under this Deed (for example Taxes) in any order Equitable determines in its sole discretion. The foregoing is subject to Section 5.

Moreover, if you do not meet one or more of your Obligations under this Deed, we may apply any payments or any other money we receive during the period of Default in whatever order we choose.

* 1. Prepayment.

Any prepayment privileges and charges applicable to your Loan are described in the Commitment Letter.

* 1. Interest Adjustment when Payment Frequency Changes.

If you are not in default under this Deed, you may request to change your payment frequency to any of the options available for your type of Loan at the time you make the change. If we approve your request and you choose to change your payment frequency, an interest adjustment amount and an administration and processing fee may be payable. You must pay the interest adjustment amount and any administration or processing fee immediately. If you do not pay these amounts, we may declare that you are in default under this Deed, or we may add the interest adjustment amount and administration or processing fees to the Total Debt, or we may do both.

* 1. Conversion. [APPLIES ONLY TO A VARIABLE RATE HYPOTHECARY LOAN.]

You may, at any time during the Term and without paying a prepayment charge, convert the then outstanding balance of your variable rate Loan to a Loan with a fixed rate of interest (the '**Fixed Rate Loan**'), provided you are not in default under the terms of this Deed. The term of the Fixed Rate Loan must be a standard term offered by us at the time of the request for conversion and no less than the remaining Term of your current variable rate Loan. Upon receipt of your written request for conversion, we will notify you of the annual interest rate for the selected term, which shall be based on our prevailing posted interest rates as of the date the written request for conversion is received by us and, if applicable, an adjustment factor, as established by us at our sole discretion.

To facilitate the conversion, you shall provide us with all such documents as we may reasonably request. All costs in respect of such conversion, including our legal fees, disbursements, shall be borne by you. The new term and annual interest rate will take effect on the date identified in the executed documentation.

* 1. Portability.

If we agree in writing, which agreement may be withheld at our sole discretion, you may transfer your existing Loan to a new property or you may combine your existing Loan amount with additional funds and, depending on the remaining term of the existing Loan, obtain an extended term. The Interest Rate on the replacement Loan will be a blend of the interest rate you were paying on the funds transferred from your existing Loan and the rate applicable to the term of the replacement Loan and/or additional amount, as determined by us. You will be required to grant us a new deed of hypothec on the new property.

* 1. Date of the Loan.

The hypothecs created by this Deed will keep the same rank, notwithstanding any Amendment, including any renewal, extension or conversion. For the sole purposes of the statutory right of prepayment under the *Interest Act* (Canada), which authorizes the prepayment of hypothecary loans in consideration for payment of a sum equivalent to three months of interest provided a period of five years has elapsed since the date of the hypothec, if Equitable approves the Amendment of your Loan, the date of the Loan will be the date the Amendment takes effect.

1. COLLATERAL LOAN DEBT [APPLIES ONLY TO LOANS WITH A HOME EQUITY LINE OF CREDIT COMPONENT. ]

If the Property secures a home equity line of credit, the following will also apply:

* 1. Repayment.

Subject to Section 5, you will pay the Collateral Loan Debt to Equitable on demand or in accordance with the terms of such Collateral Loan Debt. You will pay Interest to Equitable on the Collateral Loan Debt at the Interest Rate and on the terms set out in the Credit Documents.

If any payment is late, you will pay Equitable additional Interest as set out in the Credit Documents.

* 1. Prepayment.

Subject to Section 5, the Collateral Loan Debt may be prepaid only as set out in the Credit Documents.

* 1. What the Collateral Loan Debt Covers.

If you have a revolving line of credit, credit card account, loan, overdraft or similar account where the balance fluctuates, we do not consider the hypothecs created under this Deed to be discharged or released even if the balance goes down to zero and in that case, the hypothecs created under this Deed will continue to secure any future amounts borrowed by you from time to time subject to Section 5.

* 1. Other Terms.

Other terms applicable to the Collateral Loan Debt are set out in the Credit Documents.

1. HYPOTHECS
	1. Principal Hypothec.

As security for the complete payment of the Total Debt as well as the complete payment and performance of all Obligations, you hypothecate in our favour, for the following aggregate amount, all of your rights, title and interests in the Hypothecated Property (as such term is defined below):

● Dollars ($) in lawful money of Canada (this sum is called the “**Principal Hypothec**”), with an annual interest rate of twenty-five per cent (25%) to be calculated half-yearly not in advance.

The “**Hypothecated Property**” includes the following:

1. the following immovable property or properties:

***LEGAL DESCRIPTION***

|  |
| --- |
|   |
|  Address of the Property: |
|   |

along with all property permanently physically attached or joined to it in order to ensure the utility of it (including the heating and air conditioning apparatus and watertanks) and which become immovable by the effect any law, statute, rule, requirement, demand, order, direction, code, guideline, ordinance, by-law, policy or regulation of any government, governmental authority, municipality or agency (collectively, the “**Law**”), as well as all rights, title and interests in and to the buildings and Improvements located on such immovable property or properties (collectively, the “**Property**”);

1. all present and future rent payable under all present and future leases on the Property, including sums payable for any right of use, emphyteusis or occupancy (collectively, the “**Rents**”);
2. all insurance proceeds relating to the Property or the Rent;

and if the Property is a condominium unit, the following will also form part of the Hypothecated Property:

1. all interest in the common portions or areas and any other interest in the assets of the syndicate of co-owners;
2. all rights to any fund maintained to meet Common Expenses;
3. all voting rights under the terms and conditions the declaration of co-ownership published against the Property, as same may be amended from time to time (the “**Declaration**”); and
4. all rights in the policy or policies of insurance maintained by the syndicate of co-owners and any payments under them.
	1. Additional Hypothec.

To secure any other amount you may owe us under the terms of this Deed, including Costs incurred to recover the Principal Amount and all Interest and to recover or preserve the Hypothecated Property, you agree to further hypothecate all of your rights, title and interests in the Hypothecated Property for an amount of ● Dollars ($) in lawful money of Canada, being an amount equal to 20% of the Principal Hypothec.

* 1. Provisions on Leases and Authorization to Collect Rents.

You agree to deliver a copy of all future leases, offers to lease, agreements to lease, concessions and other rights to occupy premises on the Property to us on request.

Equitable authorizes you to collect the Rents at their due date but not in advance and only until Equitable withdraws such authorization.

If we collect the Rents, such sums (less reasonable collection charges) will be used to repay sums owing to us with respect to the Total Debt and we may apply those Rents to repayment of the Total Debt in any manner that we, in our discretion, determine. Equitable will not be responsible for damage resulting from the failure to collect Rents and we will have no obligation to inform you of any irregularity in the payment of Rents.

* 1. Continuing Security.

The hypothecs granted under this Deed are security that continues despite any changes in the amount of the indebtedness or changes to the Obligations secured under this Deed, and whether you have repaid all or part of the Total Debt, until cancelled by us in writing. Therefore, any future Obligations secured under this Deed will be considered to be additional Obligations for which you will be deemed to have obligated yourself again under this Deed.

Subject to Section 5, at your request and if Equitable approves, you may borrow from us additional amounts or we may re-advance any amount of the initial Loan Amount which has been repaid by you to us, such amounts to be secured by the hypothecs created under this Deed, provided that the Total Debt outstanding at any time plus any new borrowing never exceeds the Principal Hypothec. You acknowledge that we may refuse your request for additional borrowing for any reasons.

Subject to Section 5, the hypothecs granted under this Deed will secure such future loans, lines of credit and any other advances to you in which the balance owing by you may increase or decrease from time to time and which may for periods of time have nothing owing. These future loans, lines of credit and advances will be secured by the Hypothecated Property unless the Credit Documents indicate that they are not to be secured by the Hypothecated Property. For greater certainty and subject to Section 5, this Deed will continue to secure all of the Total Debt and you will continue to be liable for all of the Total Debt even if one or more of the following occurs:

1. Equitable advances additional money secured by this Deed or re-advances money that you have repaid under this Deed;
2. the amount of the Total Debt increases or decreases, or if the Total Debt is reduced to zero and then increases;
3. the documents that evidence the Total Debt change, or are replaced; for example if some Credit Documents are replaced by others - even if the new Credit Documents given by you have additional persons or fewer persons promising to pay the amount owing;
4. Equitable increases or reduces the monetary amount of any credit available to you;
5. the form of any indebtedness forming part of the Total Debt changes in any way or this Deed secures additional indebtedness;
6. this Deed secures more than one type of indebtedness (for example fixed rate indebtedness and a line of credit);
7. the terms applicable to the Total Debt are changed (for example if the Interest Rate changes, if the Total Debt or a portion of the Total Debt is renewed or extended or if the Regular Payments change); or
8. any co-borrower or guarantor dies.

The terms and conditions applicable to any additional borrowing will have to be established in a written agreement between you and us.

The hypothecs securing any additional borrowing will have the same rank and will subsist, despite any reduction in such additional borrowing, until they are cancelled by us in writing.

You agree to sign any document required to give full effect to the hypothecs granted under this Deed and to make sure that they can at all times be set up and rendered opposable against others. In particular, if we demand, you must sign any notice of renewal for the hypothecs granted under this Deed.

* 1. Loan is Additional Security.

Subject to Section 5, this Deed supplements and does not replace any other security Equitable holds for any part of the Total Debt or other liability of you.

You agree that we may pursue our remedies, either at the same time, or one remedy at a time, as we choose in our sole discretion. The fact that we do obtain a judgment or other remedy under a particular security for the Total Debt will not affect Equitable’s rights to enforce any other security or to enforce its rights under this Deed.

* 1. Consolidation.

Subject to Section 5, Equitable’s right of consolidation applies to the hypothecs granted under this Deed and to any other hypothecs you have granted or will grant to us. This means that if you default under any of your hypothecs to us, then we can, as a condition of your repaying any indebtedness secured by such hypothecs, require that you immediately repay all indebtedness secured by all hypothecs. The foregoing provision is, however, subject to terms hereof, including that any references or rights, in favour of Equitable or otherwise, with respect to any consolidation of any security, hypothecs, loans, or property with respect to any Loan that is insured and/or financed under a NHA Program with any security, hypothecs, loans, or property with respect to any Loan that is not insured and/or financed under a NHA Program, are disclaimed by Equitable and not applicable, with the intent that the hypothec securing only the Loan(s) that are insured and/or financed under a NHA Program be registered against the Property and the Property only secures the Obligations arising from Loan(s) that are insured and/or financed under a NHA Program and no other indebtedness.

1. INSURANCE AND FINANCING BY EQUITABLE.

Each of you and any co-borrower and Guarantor hereby acknowledges and agrees that, as provided herein, Equitable, at its option exercisable in its sole discretion, may insure or, in connection with Equitable obtaining any financing under a NHA Program, deal with all or any part of the Obligations, including any Loan and the related Obligations, or any interest therein, without restriction and without notice to you, any co-borrower and Guarantor, or any other person, and that it has consented to such insurance being obtained and/or dealings and that no further notice is required.

Furthermore, with respect to any Loan that is insured and/or financed under a NHA Program, each of you and any co-borrower and Guarantor hereby acknowledges and agrees that:

1. any new or additional advances, increases to principal, or further borrowings or extensions of the term, including in the case of any fluctuating account or accounts, revolving loans, lines of credit, additional or further advances beyond an initial advance, re-advances, and multiple facilities made after the initial advance (each an “**additional advance**” and, collectively, “**additional advances**”), on such terms as notified to you from time to time, are only permitted on the condition that (a) each additional advance is a new Loan, or (b) all such additional advances are in the aggregate a new Loan, and in each case of (a) or (b), the new Loan will be treated as a separate and distinct Loan for all purposes including enforcement, made to you, whether or not same continue to be secured by the Property securing the insured and/or financed Loan, and each of you and any co-borrower and Guarantor covenants and agrees to enter into such additional or new security documentation requested by Equitable to evidence the foregoing, including and without limitation a new commitment letter and a new charge;
2. any references or rights, in favour of Equitable or otherwise, with respect to any consolidation of any security, hypothecs, loans, or property with respect to any Loan that is insured and/or financed under a NHA Program, are disclaimed by Equitable and not applicable, with the intent that the hypothec securing only the Loan(s) that are insured and/or financed under a NHA Program be registered against the Property and the Property only secures the Loan(s) that are insured and/or financed under a NHA Program and no other indebtedness; and
3. any references or rights, in favour of Equitable or otherwise, with respect to any cross-collateralization or cross-default of any security, hypothecs, loans, or property, or the granting of property as security for more than one Loan, or more than one Loan being secured by a single property, in cases where not all of such Loans secured by the Property are insured and/or financed under a NHA Program, are disclaimed by Equitable and not applicable with respect to any Loans that are not insured and/or financed under a NHA Program, with the intent that the hypothec securing only the Loan(s) that are insured and/or financed under a NHA Program shall be registered against the Property and the Property shall only secure the Loan(s) that are insured and/or financed under a NHA Program and no other indebtedness,

provided, for the avoidance of doubt, that (a) any Obligations in respect of any Loan(s) (including, for the avoidance of doubt, without limitation, any costs and expenses with respect thereto) that is/ are insured and/or financed by Equitable under an NHA Program shall have priority as to payment, collection and in respect of enforcement over any other Loan made by Equitable to you from time to time pursuant to a Credit Document secured or to be secured by the Property that is not insured and/or financed under a NHA Program; (b) in no event shall Equitable seek an order under any bankruptcy legislation or file or prove a claim in any bankruptcy proceeding or for the appointment of any trustee in bankruptcy in respect of you or a co-borrower or the Guarantor until after the date that the outstanding principal amount of all Loans that are insured and/or financed under a NHA Program are irrevocably discharged in full; and (c) to the extent that all insurance proceeds and realization proceeds arising from or relating to enforcement of the hypothec are insufficient to irrevocably discharge in full all Obligations, the deficiency in respect of any Obligations other than Obligations in respect of Loans that are insured and/or financed under a NHA Program shall be borne by Equitable and Equitable shall not pursue any judgment in respect of an amount that is greater than such deficiency.

1. AMENDING AND RENEWING THE HYPOTHEC

You may renew your Loan if Equitable approves the renewal. A Renewal Agreement will conclusively establish any renewal or extension of the Loan as well as the terms of that renewal or extension. You acknowledge that Equitable is under no obligation to offer a renewal or extension to you.

* 1. Renewal Services.

Equitable may allow you to renew the Loan and may send you a document confirming the renewal terms. You agree to sign this document and return it to Equitable. For your renewal to be effective, Equitable must receive your signed Renewal Agreement within thirty (30) days prior to the beginning of the new Term (meaning the length of time from the Interest Adjustment Date to the Balance Due Date or other length of time approved by you and Equitable).

You agree that if a Renewal Agreement is sent to you but you do not, by the Balance Due Date, either (i) sign and return the Renewal Agreement to us, or (ii) repay in full any and all outstanding Debt, we may, at our option, automatically extend the Loan on the terms contained in the Renewal Agreement, and you will be bound by such terms. In the event that your Loan is automatically extended, you agree that Equitable may process a new Loan payment consistent with the terms of the Renewal Agreement. There may be a fee associated with this automatic extension, and if so, it will be disclosed to you in advance of such extension.

No renewal or extension of time given by us to you shall in any way affect or prejudice our rights against you, any Guarantor or any other person. It shall not be necessary to publish notice of any such renewal at the Land Registry Office or otherwise or obtain any consents or acknowledgements in order to retain priority for this Deed over any subsequent hypothec, charge, encumbrance or instrument published subsequent to this Deed.

You agree to pay us any administration and processing fees that apply to the renewal.

* 1. If There Are Guarantors.

You and all Guarantors agree that, with Equitable's approval, any one Borrower can agree to any Amendment or Renewal Agreement, and that such agreement will bind any other Borrower or any other Guarantor. The person so agreeing is deemed to be the agent or mandatary of the others.

* 1. Publication of Amendments.

You agree that any Amendment does not have to be published at the Land Registry Office. Any Amendment will be binding on you, on Equitable, on any subsequent owner of the Property. Any Amendment will have priority over any subsequent hypothec, charge, interest in or transfer of the Property to the same extent as if the Amendment had been published in the appropriate land registry office before publication of any subsequent charge, hypothec, interest or transfer. Notwithstanding the foregoing, if we ask you, you agree to execute any additional deeds, documents or agreements evidencing such Amendments and pay all Costs related to their preparation and publication.

* 1. No Renewal Without Equitable's Approval.

Except as set out in Section 6.1 no payment made by you after the date the Principal Amount is due and payable as indicated in this Deed or the other Credit Documents or other date approved by you and Equitable, which date is sometimes referred to as the maturity date in the Credit Documents (the “**Balance Due Date**”), or after the end of any extension or renewal will result in any renewal or extension of the Loan unless Equitable has approved the extension or renewal in writing.

1. DECLARATIONS

You confirm and declare that:

1. you have good and marketable title to the Property and no other person owns all or part of the Property and no Rents have been assigned or hypothecated to anyone else;
2. the Hypothecated Property is free of all charges, prior claims, hypothecs, rights or encumbrances, including legal hypothecs of a syndicate of co-owners, except for the following, which Equitable has approved:

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1. the Hypothecated Property is not affected by any encroachment or illegal view that has not been amended or corrected by a properly published deed;
2. if you have acquired the Property and any construction or works of permanent nature on the Property by deed of sale, the deed of sale contains no resolutory clause, security or other right of the Vendor to take back the Property of any kind;
3. you have the power and capacity to execute this Deed and hypothecate the Property in our favour;
4. you declare that the certificate of location prepared by First Name, Last Name of Surveyor, Quebec Land Surveyor, on Month Day, Year describes the present state of the Property and no change has been made to the Property since that date;
5. no Taxes are unpaid and overdue, consolidated, or paid with subrogation.
6. no repairs, alterations, renovations or construction have been carried out on or building material have been supplied to the Property within the past sixty (60) days;
7. there are no outstanding building permits, work orders, deficiency notices or any other notice of non-compliance with applicable laws (“**Work Orders**”);
8. if the Loan is a purchase financing, the down payment used for the purchase of the Property is not borrowed against the Property, but of your own resources;
9. you have received a copy of and agree to the terms of Equitable’s Privacy Agreement;
10. to the best of your knowledge, the Property is not insulated with and has never contained any Urea Formaldehyde Foam Insulation;
11. you are of full legal age and your matrimonial status is as follows:
12. you will notify us of any changes in the contents of the declarations you have made in this Section;
13. there has not been a deterioration in your creditworthiness since the date I/we signed the Commitment Letter; and
14. there is no secondary financing being placed on the Property on the date of advance.
15. OTHER OBLIGATIONS OF THE BORROWER
	1. Performance of Obligations.

You agree that you will pay all of the Total Debt to Equitable and perform all of the other Obligations as provided in this Deed and the Credit Documents.

If you do not pay the Total Debt to Equitable or perform your other Obligations as provided in this Deed and the Credit Documents, Equitable may, at its discretion, take possession of the Property free from any interference by you or anyone else living on the Property and free from any interests, encumbrances, limitations or restrictions other than those that Equitable has approved

If you are a co-owner of the Property, you agree to be bound by all the terms, conditions, promises, covenants, warranties, and other statements contained in this Deed with respect to your undivided interest in the Property.

* 1. Loans and Prior Claims.

You agree that if the Loan is not a first ranking hypothec on the Property, you will not increase the principal amount owing under any prior hypothecary loan or to re-borrow any amount repaid under a prior hypothecary loan without the approval of Equitable. Equitable may withhold its approval for any reason. You further promise not to default under any prior hypothecary loan and consent to Equitable giving notice to the holder of the prior hypothecary loan of the existence of the Loan and of all of the terms of this Deed and the Credit Documents.

You agree to pay any claim that might rank prior to the hypothecs created under this Deed when the claim is due. Until you have repaid the Total Debt, you cannot, without our approval, incur or permit any hypothec, prior claim, lien or charge of any kind whatsoever, ranking equal or prior to the hypothecs created under this Deed.

* 1. Sale or Transfer of the Property/Subsequent Encumbrances.

Equitable will not permit any encumbrance to be registered against the lands that are the subject of the hypothec, except with its consent and as provided below.

This Loan is not transferable. If you transfer the Property or any rights, titles or interests in the Property to anyone and you have not:

1. obtained the prior written consent of Equitable;
2. paid the applicable Title Change Fee; and
3. informed Equitable of any subsequent amendment to the transfer document(s);

and the purchaser has not:

1. applied for and received Equitable's approval to assume the Loan; and
2. signed an assumption agreement Approved by Equitable;

then we may, at our option, immediately demand from you repayment of all or part of the Total Debt by notice in writing and the Total Debt will become immediately payable in full by you. You expressly acknowledge that Equitable may, in its unqualified subjective discretion, withhold its Approval of a transfer.

The applicable prepayment provisions in the Credit Documents, as applicable, will apply to any repayment under this Section. No change in the ownership of the Property or in any agreement between Equitable and a purchaser will in any way affect or prejudice Equitable's rights against you or any other person liable for payment of the Total Debt. Equitable may enter into agreements with a purchaser without notice to you and without your Approval. If Equitable accepts money from a purchaser or if a purchaser agrees with Equitable without notice to you to assume, renew, extend or amend the Loan, you will not be released from your Obligations and it will not mean that we have given up on our right to require you to pay the Total Debt immediately.

In addition, you acknowledge that you will inform us forthwith of any purchase, sale or any other transfer document to be executed by you which transfers the Property or any rights, titles and interests in the Property to anyone other than you, and obtain our written consent prior to executing such document(s).

No further sale or transfer of the Property shall in any way change your liability or in any way alter our rights as against you or as against any other person liable for the Total Debt hereby secured.

* 1. Protecting your Title and our Interest.

You will take any necessary action to protect your title to your Property. You also agree not to interfere in any way with our interest in your Property.

You must provide us with any information we might reasonably request about the Hypothecated Property to verify whether you are meeting your Obligations. You must notify us of any fact that might lower the value of the Hypothecated Property or of any change in your financial situation.

You also agree that you will, at your expense, sign any other documents and take any further action that Equitable requests in order to ensure that your entire rights, title and interests in the Property has been hypothecated to Equitable and that the Total Debt is adequately secured by the Hypothecated Property.

* 1. Use of Property.

You must not change the use of the Property unless we agree to it in writing.

You must not allow the Property to remain unoccupied or unused.

* 1. Taxes.

You will pay all Taxes on the Property promptly as they fall due. If Equitable requests evidence of payment of Taxes, you will immediately provide Equitable with evidence satisfactory to Equitable that you have paid all Taxes. If you do not provide Equitable with this evidence, Equitable may obtain it directly from the municipality or other taxing authority. Any charge Equitable incurs to obtain this evidence will be added to the Total Debt and is payable by you immediately. You hereby authorize the municipality to release all tax information on the Property to Equitable.

In addition you acknowledge and agree that:

1. Equitable may pay out of any advance any Taxes payable at the date of that advance or due within the calendar year;
2. If Equitable requires, you agree to pay Equitable on each Regular Payment date an amount Equitable estimates will be required to provide funds sufficient to pay all Taxes for the year by the time Equitable remits the Taxes. Equitable may pay the Taxes at any time or times as it sees fit or may hold the funds in an account on Equitable’s books or account relating to the Loan and to which Equitable may add payments made by you under this section 8.6 (the “**Tax Account**”) as it sees fit until such payment is made;
3. Equitable may re-estimate your Taxes from time to time. You will pay any additional amounts required because of a re-estimate;
4. You will provide Equitable with all tax bills and other notices or communications relating to Taxes on the Property immediately after you receive them. Equitable may obtain these directly from the municipality or other taxing authority. Any charges Equitable incurs to obtain these items will he added to the Total Debt and are payable by you immediately;
5. As long as Equitable requires you to make tax payments under this Section, and as long as you have performed all of your Obligations, Equitable agrees to pay from the Tax Account all Taxes as they fall due or at any time Equitable deems fit to the extent that there are sufficient funds in the Tax Account. If the amount in the Tax Account is insufficient, Equitable may, at its option, either debit to the Tax Account or add to the Total Debt the amount by which the Tax Account is insufficient;
6. Any debit balance in the Tax Account will bear Interest at the highest Interest Rate payable under the Loan and will form part of the Total Debt. Equitable will not pay interest on any credit balance in the Tax Account;
7. If, at any time, the Taxes that Equitable has paid exceed the amount you have paid under this Section, you will immediately, on Equitable's request, pay Equitable that difference;
8. We are not a trustee or mandatary of the Tax Account, we do not have to hold any money you send to us to pay Taxes as your mandatary and we do not have to pay you interest on the money you send us to pay Taxes;
9. If you fail to perform any of your Obligations, any payments made by you under this Section 8.6 may, at Equitable's option, be
	* + - 1. credited to the Tax Account; and/or
				2. applied against the Total Debt; and/or
				3. electronically debited from your bank account.
	1. Repairs.

You will keep the Property in good condition and in a good state of repair and you will not do anything that will diminish the value of the Property. You must make all necessary repairs as well as all repairs and modifications, including structural repairs, required at any time by any Law. You must also make any repairs that we may request you to make.

You will notify Equitable forthwith of any substantial Improvements or damage to the Property. You agree that you may not make any substantial Improvements to the Property without our prior approval or that of the hypothec insurer if the Loan is a hypothecary loan insured by the Canada Mortgage and Housing Corporation, Genworth Financial Inc., AIG United Guaranty Mortgage Insurance Company Canada, or any other hypothecary loan insurer approved by us (an “**Insured Loan**”). You also agree to provide any information or document that we or the hypothec insurer may request with a view of such approval, including any plans, specifications, construction permits, insurance or other.

Equitable can make any repairs to your Property that we think are necessary if, in our opinion:

1. you do not keep your Property in good condition and a good state of repair;
2. you do not carry out all necessary repairs, or you do anything, or you allow anything to happen, that lowers the value of your Property; or
3. you do not comply with all Laws concerning the Property.

You are responsible for the Costs of any repairs and any inspections that we may incur. You must pay us these Costs immediately. If you do not pay these costs immediately, we may declare that you are in Default under this Deed, or add the Costs to the Total Debt, or do both.

You authorize us to enter your Property at all reasonable times to inspect and repair your Property.

* 1. Compliance with Laws and Equitable Inspection Rights.

You will promptly, at your own cost, comply with all Laws concerning the Property, including its condition, repair, use or occupation, and all Laws relating to the environment, environmental pollution, toxic, hazardous or illegal substances or other environmental hazards. You agree to provide Equitable upon request with proof that you are in compliance with such Laws.

You agree that:

1. If we, or any hypothecary loan insurance company if this is an Insured Loan, or any Financing Guarantor or any of our respective authorized representatives or agents, have cause to do so pursuant to the terms hereof, you agree that any of such parties may enter upon the Property and any buildings on the Property to inspect the Property and the condition of the buildings and other improvements on the Property;
2. If we, or any mortgage insurance company, if this is an Insured Mortgage, or any Financing Guarantor or any of our respective authorized representatives or of our respective agents or mandataries, have reasons to believe that the Property is not in conformity with any Laws respecting the environment, you agree that any of such parties, may, at any time, before or after Default, enter and inspect the Property and conduct any environmental testing, site assessment, investigation or study, which we or they may deem necessary;
3. You agree that you are responsible for the Costs of any testing, assessment, investigation or study that we may incur. You must pay us these Costs immediately. If you do not pay these costs immediately, we may declare that you are in Default under this Deed, or add the Costs to the Total Debt, or do both.

You also agree that if hazardous, toxic or illegal substances are found on your Property, regardless of the source or cause, you must immediately carry out all work required to remove the hazardous, toxic or illegal substances from your Property and repair the damage to your Property. The plans and proposals for doing the work and repairs must have been prepared in consultation with us and any hypothecary loan insurance company, if this is an Insured Loan, and must have been approved by us and the hypothecary loan insurance company in advance. When the work is completed, you must provide us with confirmation in writing that the work is completed. This confirmation must be in a form acceptable to us. You are responsible for all of the Costs associated with this work, including providing evidence that the work has been completed.

If you fail to meet one or more of your Obligations under this Section, you agree that we may do all or any part of the work we feel is necessary. However, we are not obligated to do so. If we do, you will be responsible for all of the Costs associated with this. You must pay us these Costs immediately. If you do not pay these costs immediately, we may declare that you are in Default under this Deed, or add the Costs to the Total Debt, or do both.

In all cases, you will protect and indemnify us against all actions, claims, lawsuits, costs or other demands relating to hazardous, toxic or illegal substances on your Property, and any breach of your Obligations under this Section.

If we enforce our rights under this Section, neither we, nor any hypothecary loan insurance company if this is an Insured Loan, nor any of our agents or mandataries will be considered to have taken possession, management or control of your Property and will not be bound by the rules of the *Civil Code of Québec* regarding the administration of the property of others.

“**Financing Guarantor**” means Canada Mortgage and Housing Corporation as guarantor in connection with the financing by Equitable of all or any part of the Obligations.

* 1. Equitable’s Rights During Construction.

If any portion of the Loan is to be used to finance an Improvement, you must so inform us in writing immediately and before any advances are made by Equitable. Before commencing any construction on the Property you will have all plans and specifications approved by Equitable.

If at any time:

1. any construction on the Property remains unfinished and without any work being done on it for more than ten (10) consecutive days;
2. you deviate from any plans that have been approved by Equitable;
3. you deviate from the generally accepted local standards of construction;
4. you allow a legal hypothec to be published against the Property for more than ten (10) days;

then Equitable may, without being considered to have taken possession, management or control of your Property and without being bound by the rules of the *Civil Code of Québec* regarding the administration of the property of others, enter the Property and do all work necessary to protect the Property from deterioration. This includes Equitable completing, or partially completing, any construction on the Property in accordance with plans and specifications that have been approved by Equitable or otherwise as Equitable, in its discretion, determines. In completing construction, Equitable may use and have exclusive possession of all materials and equipment on the Property without any interference from you. Equitable may also pay the amount of any prior claim or legal hypothec and add that amount to the Total Debt.

* 1. Insurance.

You agree as follows:

1. As long as there is any Total Debt outstanding, you will, at your expense, take out and keep in force insurance on the Property and all buildings, structures, fixtures and Improvements located thereon.
2. You will keep the Property (and any income derived therefrom, including Rents) insured against loss or damage in an amount equal to not less than one hundred percent (100%) of the full replacement value of the Property pursuant to a hypothec endorsement in favour of Equitable issued by your insurer for the Property. The risks against which you must insure include fire, extended perils, tempest, tornado, cyclone, lightning, wind, storm, hail, explosion, riot, impact by aircraft or vehicle, smoke damage, other risks covered by a standard extended coverage insurance policy and any other risks and hazards that Equitable may from time to time require. You will ensure that Equitable is sent copies of all notices sent to you about this insurance.
3. As long as any part of the Total Debt is outstanding, if a sprinkler system, a steam boiler or any apparatus operating or operated by steam is installed in or operated on the Property, you will insure the buildings on the Property against loss or damage caused by any bursting, explosion or defect in the sprinkler system, boiler or apparatus to the full replacement value of the Property.
4. All insurance policies must:
	* + - 1. be with a company approved by Equitable;
				2. contain a standard hypothecary clause approved by the Insurance Bureau of Canada for use in the Province of Québec, or approved by us, confirming that any loss proceeds will be paid to us first;
				3. provide that the insurer undertakes to notify us in writing not less than fifteen (15) days prior to any material change, cancellation, failure to renew or termination of any policy;
				4. forsake the proportional rule in case of partial loss;
				5. not contain a co-insurance clause;and
				6. give us the first right to receive and to have a lien on the loss proceeds.
5. Equitable may require any insurance on the Property to be cancelled and new insurance taken out with an insurance company approved by Equitable. Equitable may, without consulting you, take out any insurance on the Property if Equitable has not received proof of coverage satisfactory to us. The premiums for this insurance will be added to the Total Debt.
6. You agree that you will deliver certificates of insurance or, if required by Equitable, certified copies of insurance policies as soon as possible after placing the required insurance.
7. If you fail to take out or to keep in force any insurance policy, or if any insurance policy is not approved by Equitable, and if you do not rectify the situation within seven (7) days after written notice from Equitable, Equitable may, without consulting you, take out insurance at your expense.
8. If you have failed to meet any of your Obligations, Equitable may charge you the cost of insuring the Property under an individual or a blanket insurance policy issued to Equitable. Equitable is under no obligation to insure the Property or to insure the Property for more than the Total Debt. However, if Equitable does take out additional insurance, it will be at your expense.
9. If Equitable pays any premiums for insuring the Property, the amount of all payments will be added to the Total Debt and will be payable immediately.
10. When Equitable requests it, you will provide Equitable with satisfactory evidence of the insurance required under this Section and proof that the premiums for that insurance have been paid. You must also provide Equitable with satisfactory evidence of the renewal of all insurance policies at least fifteen (15) days before the termination of each policy.
11. We may, in our discretion, require that all insurance proceeds be paid to us or to you. The proceeds may also be paid in one way or another, or they may be applied, in Equitable’s sole discretion, in whole or in part to repay the Total Debt even if the Total Debt is not yet due.
12. Equitable may, in our discretion, require that the insurance proceeds be applied to rebuilding or repairing the Property.
13. If there is any loss or damage, you must furnish at your own expense all necessary proofs and do all necessary acts to enable Equitable to obtain payment of the insurance proceeds.
14. Production of this Deed will be sufficient authority for the insurer to pay any loss to Equitable.
15. During such time or times as there is construction of any buildings or other Improvements on the Property, you will maintain builder’s all-risk insurance with a stated amount clause for the Improvements for full insurable value.
16. If the Property is a condominium unit, the following provisions will also apply to your Obligations and our rights regarding insurance policies:
17. You will ensure that the syndicate of co-owners takes out and keeps appropriate insurance for the building and the common portions of the building with an insurance company approved by us.
18. You will arrange for condominium unit owner insurance for your unit to be in place and will insure all betterments and improvements which at any time have been made to your Property against loss or damage referred to in Section 8.10(ii). Equitable’s interest on all such insurance is to be shown as loss payee.
19. You will ensure that the syndicate of co-owners will at all times comply with the terms of all insurance policies and the insurance provisions of the Declaration. You will also ensure that the insurance taken out by the syndicate of co-owners complies with the Obligations of this Section. Finally, you will ensure that the syndicate of co-owners assigns and delivers to Equitable certificates of insurance or, if required by Equitable, certified copies of each insurance policy, as soon as possible after placing the required insurance.
20. The obligation to insure may be performed by the syndicate of co-owners and the proceeds of insurance may be payable in accordance with the Declaration and by-laws of the syndicate of co-owners.
21. 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 syndicate of co-owners, you will insist that the syndicate of co-owners comply with these terms.

The insurance provisions of this Section apply to all buildings, structures and Improvements on the Property whenever built and during construction.

* 1. Leasing or Renting your Property to Another Person.

If your Property is approved by us as owner-occupied residential premises, you certify that no part of your Property is rented, leased or occupied by a tenant. You also agree not to rent or lease any part of your Property, or enter into an occupancy agreement of any part of your Property, or renew any lease (unless the renewal is provided for in a lease we have already approved), without first getting our Approval. We are under no obligation to approve your request to rent, lease, or enter into an occupancy agreement for any part of your Property, or to approve the renewal of a lease on your Property.

If your Property is a rental property, we must consent to any rental. You must obtain our Approval before any future leases of your Property are made, and before the renewal of any lease (unless it is a renewal provided for in a lease we have already approved).

If you do not meet one or more of these Obligations related to leasing or renting out your Property, or if one or more of the certifications you made to us related to leasing or renting out your Property is not true, then we may require you to pay the Total Debt immediately. If we do this, we may pay any tenant what is necessary to obtain their cooperation in showing and selling your Property and to obtain possession of your Property from such tenant. You agree that these payments will be a cost of enforcing our security, and that they will be added to Total Debt. You also appoint us as your attorney and mandatary to enforce the terms of any lease or agreement you entered into, and to cancel or terminate any lease or agreement.

Nothing we do under this Section will be considered as us taking possession, management or control of your Property and will not be bound by the rules of the *Civil Code of Québec* regarding the administration of the property of others.

* 1. Change of Control.

If you are a corporation and you transfer or assign, without Equitable's prior approval, any interest in your issued and outstanding shares so that there is a change in your effective voting control, then we may exercise any of the remedies set out in Section 11. Our approval may be withheld in its unqualified subjective discretion.

* 1. Servicing Fees.

Equitable may charge a reasonable servicing fee to process each application for approval contemplated by this Section. This servicing fee will be payable immediately upon demand and will form part of the Total Debt.

* 1. Equitable’s Right to Freely Deal with Loans and Hypothec.

We may, at our option, exercisable in our sole discretion, sell, transfer, assign, encumber, create a trust in respect of, securitize, in any transaction, insure, or otherwise deal with all or any part of the Obligations, including any Loan and the related Debt and Credit Documents, or any interest therein, without restriction and notice to you, any co-borrower and Guarantor, or any other person including your spouse, and each of you and any co-borrower and Guarantor hereby acknowledges and agrees that it has consented to such dealings and that no further notices or consents are required.

If we do so, you agree that the hypothec shall continue to secure all Obligations, including each Loan and all Debt, or any interest therein, that have been so sold, transferred, assigned, encumbered, made subject to a trust, securitized, or otherwise dealt with, and all Obligations, including each Loan and all Debt, which arise after any such sale, transfer, assignment, encumbrance, trust, securitization, or other dealing (provided, for the avoidance of doubt, that the Loan and Obligations shall continue to be subject to the terms hereof, including that any Obligations in respect of a Loan that is insured and/or financed by Equitable under an NHA Program shall have priority as to payment, collection and in respect of enforcement, irrespective of the time or the order of any Loans, over any other Loan made by Equitable to you from time to time pursuant to a Credit Document secured or to be secured by the Property that is not insured and/or financed under an NHA Program, and this action shall not have any impact on the interest rate or other terms of the Loans pursuant to the Credit Documents).

Once sold, transferred, assigned, encumbered, made subject to a trust, securitized, or otherwise dealt with, such Obligations, including each Loan and all Debt, or any interest therein may be repurchased, reacquired, or redeemed by Equitable at any time, whether or not an event of default has occurred.

Equitable may from time to time, in connection with the sale, assignment, syndication or securitization of a Loan, or otherwise, appoint or designate a custodian or agent for a Loan, which custodian or agent may be the registered hypothecary creditor. You and any co-borrower and Guarantor, if any, acknowledges that such custodian or agent will have no liability whatsoever to you or any co-borrower and Guarantor(s), if any, in connection with a Loan.

Equitable shall have the unrestricted right from time to time to appoint a third party to service or administer any Loan, and to deal with you and any co-borrower and Guarantor(s), if any, in place of Equitable, provided that until Equitable gives notice of such appointment to you, you and co-borrowers and Guarantor(s), if any, shall continue to deal with Equitable in matters pertaining to the servicing or administration of the Loan.

You and each co-borrower and Guarantor and spouse executing the hypothec hereby authorize and consent to us or any other person having an interest in the hypothec and related Debt from time to time and their or our respective agents and advisors including any party retained to service the hypothec, releasing, disclosing and assigning any personal or other information (including financial information) with respect to you, any co-borrower and Guarantor and your spouse, the hypothec and your Property, regardless of the scope of distribution and to any such other person as may be required to complete, administer, realize, assign, securitize or otherwise deal with your hypothec from time to time.

* 1. Repayments of Payments Made by Equitable.

Subject to Section 5, any payments made by Equitable under this Section 8 will be added to the Total Debt and are payable by you immediately.

1. SPECIAL PROVISIONS RELATING TO CONDOMINIUM (applies ONLY when the hypothec charges a fraction of a property that is a residential condominium unit)
	1. Your Obligations.

You promise to perform all of your obligations under and comply with all requirements of the Law regarding divided co-ownership, under the Declaration and under any management regulations, by-laws orders and resolutions adopted at co-owners’ meetings. Any breach of those obligations will constitute a Default under the Loan.

In addition, the following provisions apply:

1. You declare that the Property is one of the private portions of an immovable property held in divided co-ownership according to the *Civil Code of Québec*, article 1038 and following.
2. You will pay promptly when due your contribution to Common Expenses.
3. On request, you will immediately provide Equitable with satisfactory evidence that all Common Expenses have been paid.
4. Equitable may deduct from any advance of the Loan Amount the amount of Common Expenses that are payable and are unpaid at the date of that advance.
5. If you do not pay any amounts that you are obligated to pay, we may do so on your behalf. If we do, you must reimburse us immediately for these payments. If you do not, we may declare that you are in Default under this Deed, or add these amounts to the Total Debt, or do both.
6. If Equitable requests, you will give it copies of all notices, financial statements, reserve fund studies and other documents from time to time given to you by the syndicate of co-owners.
7. If Equitable gives you notice, you will pay to Equitable the amount necessary to pay the Common Expenses. Equitable will remit all sums to the syndicate of co-owners on your behalf.
8. As provided in Section 4.1, you hypothecate to us to all voting rights which you are entitled to under the terms and conditions of the Declaration. You also agree to sign any document required by us to assign your voting rights to us. You further agree to inform the syndicate of co-owners that you have hypothecated these voting rights to us.
9. In addition to the hypothecation provided in Section 4.1, you irrevocably assign and convey to Equitable your right to vote or to consent in all matters relating to the affairs of the syndicate of co-owners, and authorize Equitable to exercise such right to vote provided that:
	1. Equitable will only exercise your right to vote or consent if Equitable has given you and the syndicate of co-owners a notice that Equitable intends to exercise this right. Such notice may be for a limited period of time or for a specific meeting or matter;
	2. Equitable is not under any obligation to vote or consent;
	3. in voting or consenting, Equitable is not obligated to protect your interests, but may vote or consent as Equitable, in its discretion, determines; and
	4. if Equitable votes or consents, Equitable may not be considered as having taken possession, management or control of your Property and will not be bound by the rules of the *Civil Code of Québec* regarding the administration of the property of others.
10. You may not vote for any action that might reduce the value of your unit, the complex, or Equitable’s interest therein. You must comply with this Section 9.1 even if Equitable would not have been able to exercise your right to vote.
	1. Repayments of Payments Made by Equitable.

At our option, the Total Debt will become immediately due and payable if:

1. you do not meet one or more of your obligations under the Declaration or any management regulations, by-laws, orders and resolutions adopted at co-owners’ meetings;
2. the Declaration is terminated;
3. a vote of the co-owners authorizes the sale of the Property or of a part of its common portions;
4. the syndicate of co-owners fails to meet the requirements of the Declaration, by-laws or rules and regulations;
5. the syndicate of co-owners fails, in our opinion, to manage the condominium property and assets in a careful way or to maintain its assets in good repair; or
6. the syndicate of co-owners fails to insure all the condominium units and common portions as required by Section 8.10 of this Deed and according to Law and any additional requirements we may have, or fails to do all that is necessary to collect insurance proceeds.
	1. Sale

If you sell or transfer the Property, in addition to respecting the other Sections of this Deed regarding the sale of the Property, you agree to include language in the deed of sale for the whole or any part of the hypothecated fraction, to the effect that (i) the purchaser will assume all the Obligations of the Borrower under this Deed, and (ii) that the purchaser confirms the hypothecation and assignment to Equitable of the voting rights and rights in the funds for Common Expenses provided under Section 4.1.

1. RIGHTS OF EQUITABLE
	1. Releasing your Property from the Loan.

Equitable may, on any terms that we deem proper in our sole discretion and whether or not we receive any value, release or discharge the following in any combination:

1. the Hypothecated Property;
2. any part of the Hypothecated Property;
3. any other hypothec or security Equitable has taken;
4. you, or any Borrower; and/or
5. any Guarantor.

Equitable may at any time without notice to any person or without the consent of any person, make a settlement, extension or variation in the terms of any Obligation.

No release, discharge, settlement, extension or variation in terms, nor any carelessness or neglect by Equitable in asserting its rights, the loss by operation of Law of any right Equitable has against you or any other person, or the loss or destruction of any security, will in any way release, diminish or prejudice its security against any unreleased Property, the remainder of the Property will continue to secure the Total Debt. Similarly, no such action will release or prejudice any of the Obligations or release or diminish your liability or the liability of any Guarantor so long as any part of the Total Debt remains unpaid.

No security or Guarantor will be released or discharged except by a written release or discharge executed by Equitable.

* 1. Securitization.

We may, at our option, sell, assign or encumber your Loan to one or more third party(ies) without notice to you, any Guarantor or any spouse signing this Deed and without requiring any consent. If we do so, you agree that your Loan shall continue to secure the Total Debt owing under this Deed. Once sold or assigned, your Loan may be repurchased by us, whether or not it is in Default.

You and each Guarantor and spouse executing this Deed hereby authorize and consent to us or any other person having an interest in the Loan from time to time and their or our respective agents, mandataries and advisors including any party retained to service the Loan, releasing, disclosing and assigning any personal or other information (including financial information) with respect to you, any Guarantor and your spouse, the Loan and your Property, regardless of the scope of distribution and to any such other person as may be required to complete, administer, realize, assign, securitize or otherwise deal with your Loan from time to time.

* 1. Access by us to the Hypothecated Property

You must allow us, at any reasonable time, access to the Hypothecated Property to examine, inspect or evaluate the Hypothecated Property.

1. DEFAULT

If you do not comply with any of your Obligations, including, but not limited to, if you are unwilling or unable to make a required payment and all other defaults as set out in this section, you will be in default (“**Default**”) under this Deed and we may require you to repay the Total Debt immediately.

Not complying with your Obligations includes the following situations:

1. you do not make any payment required by this Deed or the other Credit Documents;
2. we discover that you have made a material misrepresentation to us in connection with the Loan or the Credit Documents;
3. we receive notice of any hypothec, lien, charge or other security published against the title to your Property and we did not approve such hypothec, lien, charge or other security;
4. you Default under any charge or hypothec that is ranked prior to the Loan;
5. the Hypothecated Property or any part of it is subject to any measure of enforcement (including prior notice of exercise of a hypothecary right and withdrawal of authorization to collect claims);
6. you sell or transfer all or part of the Hypothecated Property in contravention with the provisions of this Deed or the Credit Documents;
7. you are unable to pay your debts when they are due or you become subject to the *Bankruptcy and Insolvency Act* (Canada) or any other legislation related to bankruptcy or insolvency;
8. a major adverse change in your financial situation occurs which, in our opinion, results in a severe deterioration in your financial position and which has not been remedied within fifteen (15) days written notice from us;
9. you or we discover that the Property did or does contain Urea Formaldehyde Foam Insulation;
10. the Property is the subject of a restraint order under the *Controlled Drugs and Substances Act* (Canada) or a similar order under any Law;
11. you have ever used, or currently use the Property for any purpose that is in violation of the *Controlled Drugs and Substances Act* (Canada) or any similar Law;
12. you fail to clear and/or complete any Work Order issued to you by any governmental authority having or claiming jurisdiction over the Property or any buildings located on the Property within thirty (30) days of receiving such Work Orders, or such longer period of time as we may agree to from time to time;
13. your Property is abandoned;
14. you do not make any payment or meet your obligations under any other loan with us, even if the loan is not secured this Deed; or
15. any Guarantor or surety notifies us of his intention to terminate his guarantee or suretyship.

Each of these events will be considered an event of Default, which means that if any one of these circumstances listed above occurs, you are not meeting your Obligations.

We have the right to waive any particular Default by you. However, if we do so, we are not waiving any other Default or any Default which may occur in the future.

1. OUR RIGHTS IN CASE OF DEFAULT
	1. Enforcing Equitable’s Rights.

If you are in Default under this Deed or if you do not make one or more payments when required or if you do not comply with any of your other Obligations, we may enforce our rights by taking certain actions. We have the right to take one or more of these actions at the same time or in any order we choose, subject to the provisions of Section 5. These actions include all rights and recourses available to us under Law and under this Deed, including the hypothecary rights and recourses available to us under the *Civil Code of Québec*.

In addition, you will lose the benefit of term and we may terminate any obligation to grant credit or advances to you and we may also declare due and payable all the Obligations that are not yet due, including the Loan Amount and, if applicable, any Collateral Loan Debt*,* and all Interest and related Costs.

Whatever the right and recourse we may choose to exercise, the following measures will apply:

1. For the purpose of protecting or realizing the value of the Hypothecated Property, we may, at your expense and without obligation on our part:
2. perform any one of your Obligations under this Deed;
3. exercise any right pertaining to the Hypothecated Property.
4. We have no obligation to render accounts to you except in accordance with the commercial practices and within the periods that we usually follow, and we have no obligation to make an inventory, take out insurance or provide any other security.
5. We may, directly or indirectly, acquire for ourselves the Hypothecated Property.
6. When exercising our rights, we may waive any right to which you are entitled, even without consideration or compensation.
7. If we withdraw our hypothecary or other rights against the Hypothecated Property surrendered to us, which we may do at our discretion, we may return the Hypothecated Property, or what remains of it, to you, without express or tacit guarantee or representation, but without prejudice to our other rights or remedies.
8. If we decide, at our sole discretion, to exercise the right of taking in payment and if you are entitled to require that we proceed instead with the sale of the Property on which we are exercising our right, you acknowledge that we will not be obligated to abandon the remedy of taking in payment unless, before the delay granted for surrender expires, we have:
	1. received security which we deem satisfactory to ensure that the sale will be carried out at a price sufficiently high for our claim to be paid in full;
	2. been reimbursed for the Costs incurred; and
	3. received an advance for the sums necessary for the sale of the Hypothecated Property.
9. The sale of the Hypothecated Property may be made without legal warranty on our part or, as we may choose, with total or partial exclusion of warranty.
10. You recognize that your interests are best protected if we act in accordance with our usual financial practices, depending on the circumstances.

Equitable may, but is not obligated to, cure any of your Defaults under this Deed at your expense, and generally take any other steps or proceedings against you as are permitted by Law. You will immediately pay Equitable any money we spend or are obligated to spend in curing any Defaults. Equitable may add any money it has spent curing your Defaults to the Total Debt. In order to cure any Defaults, Equitable may enter on the Property as often as necessary at any time. If Equitable enters the Property, we will not be considered as having taken possession, management or control of your Property and will not be bound by the rules of the *Civil Code of Québec* regarding the administration of the property of others.

If we take possession of your Property to enforce our rights, you will not interfere with our possession and agree to voluntarily surrender to us the Property and the other Hypothecary Property. You agree to diligently sign any documents and deeds of transfer necessary to surrender the Hypothecated Property to us. You also will not interfere with the possession of your Property by us or any other person we may mandate, nor with the possession of your Property by any person we have leased or sold your Property to. You will not make any claim against any person to whom your Property has been leased or sold.

* 1. Costs of Proceedings.

The Costs of exercising our hypothecary rights and any Costs that Equitable incurs in taking or keeping possession of the Property or enforcing its rights and remedies under this Deed, are immediately payable by you, whether or not any actual proceedings have commenced.

* 1. Delay in or Failure of Enforcing our Rights.

If we delay enforcing any of our rights, the delay will not constitute a waiver of these rights or affect any of our other rights under this Deed. If we give you or any other person an extension of time, it does not affect any of our rights under this Deed. If we do either of these things, we may still:

1. require you to make all payments on time and meet your Obligations under this Deed;
2. require payment of the Total Debt if you are in Default; and
3. require any other person who has obligations under this Deed, including a Guarantor, to meet those obligations.

In some cases, we may not enforce our rights on a particular Default by you or a Guarantor. However, by doing so, we are not waiving any other existing Default by you or a Guarantor, or any other Defaults by you or a Guarantor in the future.

* 1. Court Orders and Judgments.

If Equitable obtains a court order or judgment against you because of your Default under any of your Obligations, the judgment, unless it extinguishes the Total Debt owing to us, will be obtained in accordance with Section 5, but in any event shall not operate as a merger of the Obligations, and will not prevent us from pursuing our other recourses or rights to enforce your Obligations or affect Equitable's right to receive Interest.

Any judgment will provide that Interest is to be computed at the same rate and in the same manner as set out in this Deed or the other Credit Documents until the judgment is fully paid.

* 1. Administration Fees.

In addition to the administration and processing fees outlined elsewhere in this Deed, you also agree to pay to us administration fees to cover our time and costs for administration of the Loan including without limitation, a fee or allowance for:

1. dealing with each late or missed payment and for replacement of each cheque or other instrument not honoured when presented for payment, or any preauthorized payment which does not clear as scheduled;
2. preparing each arrears, reinstatement, discharge or other statement, whether provided to you, our agents, mandataries or legal counsel or any other interested person;
3. processing each application to obtain our consent or our approval for any other matter required by this Deed or the Credit Documents whether or not approval is provided or the matter is completed;
4. adjusting the amortization of the Loan;
5. adjusting the frequency, date or amount of your Regular Payments;
6. investigating, preparing and issuing statements, files, letters, demands or other correspondence in connection with enforcing your Obligations under the Loan;
7. processing each extension, renewal, restructuring or other Amendment of the Loan or amounts secured by this Deed, whether or not completed;
8. investigating the status of any insurance and administering insurance cancellations and paying insurance premiums;
9. processing any assumption or port of the Loan which has been approved by Equitable;
10. investigating the status of Tax payments and administering Tax payments;
11. publishing this Deed or any notice of renewal at the appropriate land registry office or issuing or receiving any notice or information, security status or acknowledgement request and conducting any required searches;
12. publishing or executing and delivering any discharge or mainlevée of the Loan (notwithstanding that the discharge may have been prepared by you or other person on your behalf);
13. the personal time and trouble of our employees, mandataries or agents in collecting any payment or inquiring into compliance or otherwise reviewing or dealing with or enforcing any of your Obligations or instructing and assisting counsel or other agents and mandataries with respect to the enforcement of the Loan and any litigation in relation thereto or in managing or selling the Property including, without limitation, with respect to Taxes, Common Expenses and condominium matters, insurance, repair and construction, environmental matters, leases and other encumbrances; and
14. generally, any matter connected with the proper administration of the Loan.

Our administration fees shall be the amounts established and generally applied by us from time to time and may be disclosed in a schedule to the Commitment Letter or another Credit Document or ascertained upon inquiry to us. We may change the amounts of such fees from time to time by providing notice to you in advance of such changes. Any administration fees owing by you to us which are not immediately paid to us when they are due shall be added to the Total Debt and shall bear Interest at the highest Interest Rate set forth in this Deed.

* 1. Prepayment after Default.

If we declare the Principal Amount, or balance of the Loan payable upon the occurrence of an event of Default and the balance declared due is paid prior to the Balance Due Date of the last Term, you agree to compensate us, in lieu of providing us with three (3) months’ notice, by paying to us an amount equal to three (3) months’ Interest at the then applicable interest rate calculated on the outstanding Total Debt, as the case may be.

* 1. Payment after Maturity.

Where there is a Default after the Balance Due Date of the last Term of the Loan, you may pay the outstanding Principal Amount of the Loan only upon payment of three (3) months’ Interest at the then current Interest Rate, as the case may be, calculated on the outstanding Principal Amount in lieu of three (3) months’ notice.

* 1. Negligence by us.

We are not obligated to use more than reasonable diligence to exercise our rights or the performance of our obligations. We are not liable for material injury that may be caused by us or our employees, other than intentional fault or gross negligence.

1. MISCELLANEOUS PROVISIONS
	1. Right of Set-Off.

The Borrower expressly acknowledges that it has no claim for set-offs, right of rescission, counter-claims or any other legal defense with respect to the Loan, Credit Documents or Equitable.

* 1. Arbitration.

You agree that arbitration is a more efficient and cost effective way to resolve claims than court litigation.

Accordingly, because arbitration provides an efficient form of claim resolution you therefore agree that any claim, dispute or controversy that arises from or relates to (a) your hypothec (b) the Credit Documents or (c) any other benefits or services related to the hypothec and Credit Documents will be resolved by way of binding arbitration.

Arbitration will follow the National Arbitration Rules of the ADR Institute of Canada Inc., or its successors (the “Arbitrator”). Equitable reserves the right to change or replace the Arbitrator, at its sole discretion. Arbitration will take place in the province or territory where you reside and any decision rendered will be final and binding. Either party has the right to appeal the Arbitrator’s award to an appeal panel administered by the Arbitrator provided it gives the Arbitrator notice of its intention to appeal within thirty (30) days from the date of the written arbitration award. The appeal decision will be final and binding, there will be no further appeal and you acknowledge that it will be considered as a final award.

If you do commence arbitration proceedings you acknowledge that it will only relate to your claim and cannot be on behalf of anyone else or anyone else’s claim and that the Arbitrator will have no jurisdiction or authority to consider any claim you commence if it appears that it is in any way on behalf of any other person or group or persons.

* 1. Expropriation.

If the entire Property is expropriated, the Total Debt will immediately become due and payable, along with loss of Interest, including any prepayment charges, if applicable, as described elsewhere in this Deed or the other Credit Documents.

If only a part of the Property is expropriated, the amount you are awarded for the partial expropriation will be paid to us and we will credit it to the Total Debt. If, in our opinion, the remainder of the Property does not provide adequate security for the remaining Total Debt, then the Total Debt, or any part of the Total Debt as we determine, will immediately become due and payable, plus any loss of Interest.

* 1. Discharge.

After you have paid us the Total Debt in full and performed all of your other Obligations, Equitable will, if requested by you, sign a discharge, mainlevée or a transfer of the Loan. Equitable will have a reasonable time to prepare and sign the discharge or transfer. We have the right to refuse a discharge of this Loan until any charges or returned cheque amounts that arise after the discharge statement is prepared are paid.

The Costs of publication of any discharge or mainlevée will be your responsibility. You will pay Equitable’s then current administration fee for preparing, reviewing and signing a discharge, mainlevée or a transfer of the Loan. Publication and the costs of publication of any discharge, mainlevée or transfer will be your responsibility. If Equitable publishes the discharge, mainlevée or transfer, you will pay any government fee that Equitable incurs for publication.

* 1. Notices by Equitable.

Unless otherwise stated in this Deed, if this Deed allows or requires Equitable to make a demand on, give a notice or consent to or make a request of any person (including you), Equitable may make the demand, give the notice or consent or make the request, in any one or more of the following ways, at Equitable's sole discretion:

1. by delivering it personally to the Borrower;
2. if the Borrower is a corporation, by delivering it personally to a director, officer or employee of the corporation;
3. by transmitting it by facsimile to the Borrower;
4. by transmitting it via e-mail to the Borrower;
5. if the Borrower is a corporation, by transmitting it via e-mail to a director, officer or employee of the corporation;
6. by mailing it by prepaid registered mail addressed to the Borrower at the Borrower's address shown in the appearance of this Deed or the Borrower’s last known address on the records of Equitable; or
7. by transmitting it by any other means as Equitable approves in writing in advance.

If we cannot locate you, you agree that we may serve any notice at the Office of the Clerk of the Superior Court in the Judicial District where is located the Property.

Unless otherwise stated in this Deed, notice will be regarded as received:

1. when it is personally delivered to the Borrower or to a director, officer or employee of the Borrower if the Borrower is a corporation;
2. on the day of the facsimile transmission or, if that day is not a Business Day, on the first Business Day after the facsimile transmission;
3. on the first Business Day after the e-mail to the Borrower or to a director, officer or employee of the Borrower if the Borrower is a corporation;
4. five (5) days after the date of mailing, whether the Borrower receives it or not; or
5. on any other date when Equitable advises you of an alternative method of notice.
	1. Notices by You.

Any notice that you give to Equitable must be by one of the following methods:

1. registered mail, postage prepaid to Equitable’s address shown in the appearance of this Deed or any other address notified by Equitable to the Borrower in writing;
2. personal delivery to the manager of the department at Equitable that administers the Loan;
3. facsimile transmission to Equitable’s then designated facsimile number;
4. e-mail to Equitable’s then designated e-mail account; or
5. any other method that Equitable approves in writing in advance.

Unless otherwise agreed to by you and Equitable, notice will be deemed to be received:

1. five (5) days after mailing by registered mail;
2. when personally delivered to a manager of the department at Equitable that administers the Loan; or
3. on any other date when we advise you of an alternative method of notice
	1. Who is Bound in the Event of a Transfer of the Property.

This Loan cannot be assigned by you or assumed by any other person or persons without Equitable’s prior approval. If, despite this, title to the Property is transferred, you and the transferee will be responsible solidarily and individually for repayment of the Total Debt. Any such transferee hereby agrees to be bound by all Obligations of the original Borrower under this Deed. Notwithstanding the foregoing, Equitable may, in its unqualified subjective discretion, refuse to Approve an assumption.

* 1. Who is Obligated by this Deed.

The Obligations under this Deed are binding on you, your legal and personal representatives, your heirs, your successors and your assigns. The Obligations under this Deed are also binding upon anyone to whom you transfer the Property.

Our successors and anyone to whom we transfer the Loan will benefit from the rights set forth in this Deed.

You are solidary and indivisibly responsible, along with each person, corporation and other entity who signed this Deed, of all of the Obligations under it. This means that each Borrower and Guarantor is responsible for meeting all Obligations in this Deed and paying the entire Total Debt, even if others have also signed this Deed.

* 1. Subdivision and Consent to Cadastral Amendments.

If the Property is subdivided, each part of the Property will secure payment of the Total Debt as well as payment and performance of the other Obligations secured under this Deed.

By this Deed, Equitable authorizes you to make any cadastral amendments for the sole purposes of renumbering the lot(s) corresponding to the Property, provided that, following such amendment, our rights arising from this Deed and the Credit Documents are carried over to one or more full lots, excluding parts of lots. We expressly reserve all our rights in the renumbered lot(s). You must notify Equitable in writing of the cadastral amendment within ten (10) days of such amendment.

If, following the proposed cadastral amendment, our rights under this Deed and the Credit Documents are transferred not only to one or more full lots, but also to one or more parts of lots, or only to one or more parts of lots, you must obtain our express prior consent to the contemplated transaction and we may then require that you grant Equitable a Deed on one or more parts of lots so that our rights apply to one or more full lots.

* 1. Family Residence.

If the Property is a “family residence” within the meaning of the *Civil Code of Québec*, you agree that any declaration of family residence within the meaning of the *Civil Code of Québec*, which may be published now or in the future against the Property, is subject to and will rank after hypothecs created in this Deed and our rights and privileges under this Deed. Our rights and privileges under this Deed will take priority and be executory against the Property as if no such declaration had been published. You waive all rights stemming from any declaration now or in the future published against the Property.

* 1. Consents and Disclosure.

In connection with the processing, approving, funding, servicing, and administering, or any insurance, sale, securitization, or financing of all or any part of the Obligations, including any Loan under the related Credit Documents, or any interest therein, any of Equitable, any mortgage loan insurer, the Financing Guarantor, any other person having or proposing to acquire any interest in all or any part of the Obligations, including any Loan under the related Credit Documents, from time to time (including their respective advisors, agents, lawyers, accountants, auditors, consultants, appraisers, credit verification sources, credit rating agencies and servicers), or any other person in connection with any collection or enforcement proceedings taken under or in respect of all or any part of the Obligations, including any Loan or the related Credit Documents (“**Information Access Persons**”), may, as it may determine in its sole discretion in accordance with Privacy Laws, collect, use and store information and materials (including Confidential Personal Information) provided by you and/or co-borrower and/or Guarantor to, or obtained by or on behalf of, the relevant Information Access Person, relating to the Obligations, including any Loan under the related Credit Documents, you any co-borrower or Guarantor, or the Property (both before and after any new loan, any re-financing of a loan, any re-advances and any further advances on any loan, and/or any default) without further notice to you or any co-borrower or Guarantor, and any such Information Access Person may, as it may determine in its sole discretion in accordance with Privacy Laws, from time to time transfer, assign, release, disclose, exchange or share such information and materials (including Confidential Personal Information) to or with:

1. any other Information Access Persons; and
2. any governmental authority having jurisdiction over it or any of its activities,

and you and each co-borrower and Guarantor (if any) hereby irrevocably consents to the collection, use, storage, release, disclosure, exchange, sharing, transfer, and assignment of all such information and materials (including Confidential Personal Information) in accordance with Privacy Laws.

You consent to Information Access Persons and other third parties that provide benefits or services to Equitable for the Loan obtaining information about you from credit bureaus and other lenders to evaluate you and the Loan.

You also consent to having received, read, understood and accepted Equitable’s Privacy Agreement.

Additionally, you hereby irrevocably consent to our releasing and disclosing to any other parties, their authorized agents and solicitors requesting the same, any and all information, whether confidential or not, in our possession regarding the Property or the within Debt including, without limitation, details of the Debt balance, the terms of the hypothec, defaults hereunder (existing or prior) and like matters. You hereby confirm and agree that the release and disclosure of any such information by us constitutes the release and disclosure of such information with your full knowledge and consent of the within the meaning of the Privacy Laws.

You hereby release us from any and all liabilities, damages, suits, actions, claims, monies and costs arising from (i) the release and disclosure of any such information by us, and (ii) any breach of the provisions of any applicable laws, including Privacy Laws, provided that we have acted in accordance with this consent and direction received from you. This direction is coupled with an interest.

“**Confidential Personal Information**” means any and all information or data protected by Privacy Laws, including (without limitation) information or data that: (a) is personal information or information about an identifiable individual (as more particularly defined in the applicable Privacy Laws) that was collected, used, disclosed or accessible to such party; or (b) is information from which an individual or individual’s identity can be ascertained either from the information itself or by combining the information with information from other sources available to the parties.

“**Privacy Laws**” means the Personal Information Protection and Electronic Documents Act (Canada) and any regulations thereunder, as amended or supplemented from time to time, and any other similar applicable federal, provincial or territorial legislation now in force or that may in the future come into force in Canada governing the protection of personal information in the private sector applicable to the conduct of business by Equitable, any hypothecary loan insurer, the Financing Guarantor, any other person having or proposing to acquire any interest in all or any part of the Obligations, including any Loan under the related Credit Documents, from time to time (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, credit rating agencies and servicers), any other person in connection with any collection or enforcement proceedings taken under or in respect of all or any part of the Obligations, including any Loan or the related Credit Documents and to the activities contemplated herein, together with any common law duties of confidentiality owed by the such persons to you or any co-borrower or Guarantor.

* 1. Novation.

This Deed does not constitute novation and the hypothecs granted under this Deed are in addition to any other guarantee, hypothec or security we may have.

* 1. Time is of the Essence.

You will be deemed “*en demeure*” by the mere lapse of time as regards performance of your Obligations. This means that we do not have to serve you any notice or demand asking you to comply.

* 1. Partial Invalidity.

If any provision of this Deed is found to be illegal or unenforceable, the validity or enforceability of all other provisions of this Deed will not be affected.

* 1. Approval.

All references in this Deed to the terms “approve”, “approves”, “approval”, “approvals” and corresponding meanings shall mean agreed to in writing by the parties.

* 1. Effects of Amendments.

Any agreement, whether verbal or in writing, to make an Amendment to this Deed, including, without limitation, any extension of time for payment, change in the Interest Rate or renewal or extension of the Term, will apply not only to those who approve the Amendment but also to any Guarantor and to any other person who was a party to this Deed but did not approve the Amendment.

* 1. Reference to Laws.

Any reference to legislation in this Deed includes the legislation as it may be amended and any replacement or substitute legislation.

* 1. Numbers.

Words in the singular include the plural and words in the plural include the singular.

* 1. Telephone Calls.

You agree that Equitable may record any telephone calls to ensure quality service and to confirm your discussions with Equitable and any of its employees.

1. INTERVENTION
	1. Guarantee.

In the event that you are a corporation, Equitable will require the personal guarantees of all the principals whereby each principal will be solidarily liable for all Obligations of the Borrower.

Each person signing this Deed as a guarantor, namely [and ], or anyone who signs a written document, agreeing to be responsible for all or some of your Obligations and agreeing to be bound by the terms of this Deed and the other Credit Documents ([collectively,] the “**Guarantor**”), after having read this Deed, agrees, in consideration of our making of a hypothecary loan to the Borrower, to be bound as guarantor for each and every Obligations of the Borrower and with every other guarantor for the payment of the Total Debt, Interest and all Costs identified in this Deed. The Guarantor is bound on a solidarily basis with the Borrower to all Obligations under this Deed, and renounces the benefits of division and discussion. The obligation of the Guarantor is indivisible according to article 1520 of the *Civil Code of Québec*.

This means that each Guarantor agrees:

1. to pay Equitable the Total Debt as and when required by this Deed; and
2. to meet all other Obligations of the Borrower under this Deed.

If there is more than one Guarantor, each one is responsible on a solidarily basis with each other and with the Borrower for meeting all Obligations. This means that each individual Guarantor is responsible for meeting all Obligations under this Deed, including payment of the Total Debt on days and at the times and in the manner provided for payment of the same.

We shall not be obliged to proceed against the Borrower or any other person liable under this Deed or to enforce or exhaust any security before proceeding to enforce any obligations of the Guarantor and that enforcement of such obligations may take place before, after or contemporaneously with enforcement of any the Borrower’s debts or Obligations or the enforcement of any security for any such debt or Obligation.

We may, without notice to and the consent or approval of the Guarantor:

1. grant extensions of time for payment;
2. make renewals;
3. increase, vary and amend the Interest Rate, the Principal Amount and other terms of the Loan and the Total Debt;
4. release the whole or any part of the Hypothecated Property or other security from this Deed; or
5. otherwise deal with the Borrower, any of the indebtedness secured by this Deed or the Hypothecated Property or other security as we see fit without releasing or lessening the liability of the Guarantor.

Doing any of these things will not in any way affect the guarantee or the obligations of any Guarantor. The Guarantor agrees to be bound by each such renewal, variation and amendment of any terms of the Loan we make with the Borrower and each reference to the Loan shall mean the Loan as so renewed and amended from time to time, regardless of whether made with or without the knowledge, consent or approval of the Guarantor.

No delay or carelessness or neglect by us in asserting any of our rights, nor the loss of any right by operation of Law, nor the loss or destruction of any security, nor the lack of validity or enforceability of all or any part of this Deed or any other security held for or any document evidencing any part of the indebtedness or liability secured by this Deed will in any way release or lessen the liability of the Guarantor.

The Guarantor has read this Deed and is fully aware of and agrees with its terms and in particular, the terms of this guarantee.

The Guarantor indemnifies and saves us harmless from and against all losses, damages, costs and expenses which we may sustain, or incur or be or become liable for by reason of:

1. the failure for any reason whatsoever by the Borrower to pay the amounts payable under this Deed or to do and perform any other act, matter or thing required by the provisions of this Deed; or
2. any act, action or proceeding, of or by us, for, or in connection with, the recovery of the amounts payable under this Deed by the Borrower, or enforcing the performance by the Borrower or any other person liable under this Deed of any act, matter or thing required by the provision of this Deed.

We may serve notice on the Guarantor and any notice to the Guarantor shall be deemed received in the same manner as provided for notice to the Borrower in this Deed.

* 1. Consent of Non-Owner Spouse.

, spouse of the Borrower, confirms that his or her matrimonial status and that of the Borrower are correctly declared by the Borrower in Section 7 of this Deed and, having read this Deed, agrees with the terms of this Deed, consents to (i) the execution of this Deed by their spouse and (ii) the hypothecation thereunder, insofar as may be necessary, and confirms the following:

1. the Property is not used as a “family residence” within the meaning of article 401 and following of the *Civil Code of Québec*; or
2. if the Property is used as a “family residence” within the meaning of article 401 and following of the *Civil Code of Québec*, no declaration of family residence has been published against it; or
3. if the Property is a “family residence” within the meaning of article 401 and following of the *Civil Code of Québec*, and a declaration of family residence has been published against it, the hypothecs, rights, privileges and recourses of Equitable under this Deed will take priority and be executory against the Property as if no such declaration had been published and the intervening party waives any rights that might result from any present or future declaration published against the Property.
4. ADDITIONAL DECLARATION

Each of the Borrower and all other parties intervening to this Deed declare having read this Deed and received adequate explanation of the nature and scope of their respective obligations under this Deed. This Deed corresponds to the form usually proposed to our customers.

1. NATIONAL HOUSING ACT

If this Loan is an Insured Loan, this Deed is made under the *National Housing* Act (*Canada*).

1. MOVABLES LEFT BEHIND

Any and all movables left on the Property by you following a Default and the exercise by us of any of our rights or remedies hereunder shall be deemed abandoned. You acknowledge that we shall be free to move, store, dispose of or otherwise deal with such movables in our sole discretion, and any cost we incur in relation to same shall be added to the Total Debt. We shall have a charge and lien on any stored movables for all costs incurred in connection therewith including appraisal, moving, storage, disposal and the like.

1. ABANDONMENT

In the event that any buildings now or hereafter in the course of erection on the Property remain unfinished and without any work being done on them for a period of ten (10) consecutive days, we may enter in and upon the Property and do all work necessary to protect the same from deterioration and to complete the buildings so remaining unfinished in such manner as we may see fit. It is hereby agreed that any monies expended by us pursuant to this provision shall be immediately due and payable, shall be added to the principal sum of the Total Debt and shall be a charge upon the Property and shall bear interest at the Interest Rate and in default of payment, at our sole option, the power of sale and other remedies available under the Deed or any of the other Credit Documents, at law or in equity, may be exercised.

1. GENERAL

You agree that, at any time, we may convert paper records of the Deed and Credit Documents delivered to us (each, a “Paper Record”) into electronic images (each, an “Electronic Image”) as part of our normal business practices. You agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on any Guarantor and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

1. GOVERNING LAW

This Deed and all its terms and conditions will be governed and interpreted under the laws of the Province of Québec and the applicable federal laws of Canada.

1. EQUIVALENT RATES

Set out in a Schedule to this Deed is a list of interest rates calculated monthly not in advance per annum together with the equivalent interest rates calculated semi-annually not in advance per annum. You may determine the equivalent interest rate by looking at an interest rate under the heading “interest rate per annum calculated monthly not in advance (%)” and comparing that interest rate to the interest rate set forth in the column immediately to the right of the said interest rate in the column under the heading “interest rate per annum calculated semi-annually not in advance (%)”. This table is provided in order to satisfy any requirement under the *Interest Act* (Canada) to provide equivalent interest rates calculated semi-annually not in advance per annum.

1. LANGUAGE

The parties confirm their express wish that this Deed and all documents relating to it, be drawn up in English. *Les parties aux présentes confirment leur volonté expresse de voir le présent Acte et tous les documents s’y rattachant, rédigés en anglais.*

**DONE AND PASSED** at the City of , Province of Quebec this () day of , (201) and of record in the office of the undersigned notary under Number

**AND**, after due reading the parties have signed these presents all with and in the presence of the undersigned notary, who has also signed.

|  |  |
| --- | --- |
|  | **BORROWER** |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **GUARANTOR** |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **SPOUSE** |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **EQUITABLE BANK** |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mtre. , Notary |

SCHEDULE “A”

Equivalent Rates

| **Monthly****not in advance****(%)** | **Semi-annually not in advance (%)** |  | **Monthly****not in advance****(%)** | **Semi-annually not in advance (%)** |  | **Monthly****not in advance****(%)** | **Semi-annually not in advance (%)** |  | **Monthly****not in advance****(%)** | **Semi-annually not in advance (%)** |  | **Monthly****not in** **advance****(%)** | **Semi-annually not in advance (%)** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 2.00000 | 2.00835 |  | 5.12500 | 5.18003 |  | 8.75000 | 8.91106 |  | 12.37500 | 12.69846 |  | 16.00000 | 16.54291 |
| 2.05000 | 2.05878 |  | 5.15000 | 5.20557 |  | 8.80000 | 8.96292 |  | 12.40000 | 12.72478 |  | 16.05000 | 16.59634 |
| 2.10000 | 2.10921 |  | 5.20000 | 5.25666 |  | 8.85000 | 9.01479 |  | 12.45000 | 12.77742 |  | 16.10000 | 16.64978 |
| 2.12500 | 2.13443 |  | 5.25000 | 5.30776 |  | 8.87500 | 9.04072 |  | 12.50000 | 12.83008 |  | 16.12500 | 16.67650 |
| 2.15000 | 2.15965 |  | 5.30000 | 5.35887 |  | 8.90000 | 9.06666 |  | 12.55000 | 12.88274 |  | 16.15000 | 16.70323 |
| 2.20000 | 2.21011 |  | 5.35000 | 5.40999 |  | 8.95000 | 9.11855 |  | 12.60000 | 12.93542 |  | 16.20000 | 16.75669 |
| 2.25000 | 2.26057 |  | 5.37500 | 5.43555 |  | 9.00000 | 9.17045 |  | 12.62500 | 12.96176 |  | 16.25000 | 16.81016 |
| 2.30000 | 2.31105 |  | 5.40000 | 5.46112 |  | 9.05000 | 9.22236 |  | 12.65000 | 12.98810 |  | 16.30000 | 16.86365 |
| 2.35000 | 2.36154 |  | 5.45000 | 5.51226 |  | 9.10000 | 9.27428 |  | 12.70000 | 13.04080 |  | 16.35000 | 16.91714 |
| 2.37500 | 2.38678 |  | 5.50000 | 5.56341 |  | 9.12500 | 9.30024 |  | 12.75000 | 13.09351 |  | 16.37500 | 16.94389 |
| 2.40000 | 2.41203 |  | 5.55000 | 5.61457 |  | 9.15000 | 9.32621 |  | 12.80000 | 13.14623 |  | 16.40000 | 16.97065 |
| 2.45000 | 2.46254 |  | 5.60000 | 5.66574 |  | 9.20000 | 9.37815 |  | 12.85000 | 13.19896 |  | 16.45000 | 17.02417 |
| 2.50000 | 2.51306 |  | 5.62500 | 5.69133 |  | 9.25000 | 9.43010 |  | 12.87500 | 13.22533 |  | 16.50000 | 17.07769 |
| 2.55000 | 2.56359 |  | 5.65000 | 5.71692 |  | 9.30000 | 9.48206 |  | 12.90000 | 13.25170 |  | 16.55000 | 17.13123 |
| 2.60000 | 2.61412 |  | 5.70000 | 5.76812 |  | 9.35000 | 9.53403 |  | 12.95000 | 13.30445 |  | 16.60000 | 17.18478 |
| 2.62500 | 2.63940 |  | 5.75000 | 5.81932 |  | 9.37500 | 9.56002 |  | 13.00000 | 13.35721 |  | 16.62500 | 17.21156 |
| 2.65000 | 2.66467 |  | 5.80000 | 5.87054 |  | 9.40000 | 9.58602 |  | 13.05000 | 13.40998 |  | 16.65000 | 17.23834 |
| 2.70000 | 2.71523 |  | 5.85000 | 5.92176 |  | 9.45000 | 9.63801 |  | 13.10000 | 13.46277 |  | 16.70000 | 17.29192 |
| 2.75000 | 2.76580 |  | 5.87500 | 5.94738 |  | 9.50000 | 9.69002 |  | 13.12500 | 13.48916 |  | 16.75000 | 17.34550 |
| 2.80000 | 2.81638 |  | 5.90000 | 5.97300 |  | 9.55000 | 9.74203 |  | 13.15000 | 13.51556 |  | 16.80000 | 17.39909 |
| 2.85000 | 2.86698 |  | 5.95000 | 6.02424 |  | 9.60000 | 9.79406 |  | 13.20000 | 13.56837 |  | 16.85000 | 17.45270 |
| 2.87500 | 2.89228 |  | 6.00000 | 6.07550 |  | 9.62500 | 9.82008 |  | 13.25000 | 13.62118 |  | 16.87500 | 17.47950 |
| 2.90000 | 2.91758 |  | 6.05000 | 6.12677 |  | 9.65000 | 9.84610 |  | 13.30000 | 13.67401 |  | 16.90000 | 17.50631 |
| 2.95000 | 2.96819 |  | 6.10000 | 6.17805 |  | 9.70000 | 9.89815 |  | 13.35000 | 13.72685 |  | 16.95000 | 17.55994 |
| 3.00000 | 3.01881 |  | 6.12500 | 6.20369 |  | 9.75000 | 9.95021 |  | 13.37500 | 13.75327 |  | 17.00000 | 17.61358 |
| 3.05000 | 3.06945 |  | 6.15000 | 6.22934 |  | 9.80000 | 10.00228 |  | 13.40000 | 13.77970 |  | 17.05000 | 17.66723 |
| 3.10000 | 3.12009 |  | 6.20000 | 6.28064 |  | 9.85000 | 10.05436 |  | 13.45000 | 13.83256 |  | 17.10000 | 17.72089 |
| 3.12500 | 3.14542 |  | 6.25000 | 6.33195 |  | 9.87500 | 10.08040 |  | 13.50000 | 13.88543 |  | 17.12500 | 17.74772 |
| 3.15000 | 3.17074 |  | 6.30000 | 6.38327 |  | 9.90000 | 10.10645 |  | 13.55000 | 13.93831 |  | 17.15000 | 17.77456 |
| 3.20000 | 3.22141 |  | 6.35000 | 6.43460 |  | 9.95000 | 10.15855 |  | 13.60000 | 13.99121 |  | 17.20000 | 17.82824 |
| 3.25000 | 3.27208 |  | 6.37500 | 6.46027 |  | 10.00000 | 10.21066 |  | 13.62500 | 14.01766 |  | 17.25000 | 17.88193 |
| 3.30000 | 3.32277 |  | 6.40000 | 6.48594 |  | 10.05000 | 10.26279 |  | 13.65000 | 14.04411 |  | 17.30000 | 17.93564 |
| 3.35000 | 3.37347 |  | 6.45000 | 6.53730 |  | 10.10000 | 10.31492 |  | 13.70000 | 14.09702 |  | 17.35000 | 17.98935 |
| 3.37500 | 3.39882 |  | 6.50000 | 6.58866 |  | 10.12500 | 10.34099 |  | 13.75000 | 14.14995 |  | 17.37500 | 18.01621 |
| 3.40000 | 3.42417 |  | 6.55000 | 6.64003 |  | 10.15000 | 10.36707 |  | 13.80000 | 14.20289 |  | 17.40000 | 18.04308 |
| 3.45000 | 3.47489 |  | 6.60000 | 6.69142 |  | 10.20000 | 10.41922 |  | 13.85000 | 14.25583 |  | 17.45000 | 18.09682 |
| 3.49000 | 3.51547 |  | 6.62500 | 6.71711 |  | 10.25000 | 10.47139 |  | 13.87500 | 14.28231 |  | 17.50000 | 18.15056 |
| 3.50000 | 3.52562 |  | 6.65000 | 6.74281 |  | 10.30000 | 10.52357 |  | 13.90000 | 14.30879 |  | 17.55000 | 18.20432 |
| 3.55000 | 3.57636 |  | 6.70000 | 6.79422 |  | 10.35000 | 10.57576 |  | 13.95000 | 14.36176 |  | 17.60000 | 18.25809 |
| 3.59000 | 3.61695 |  | 6.75000 | 6.84564 |  | 10.37500 | 10.60185 |  | 14.00000 | 14.41474 |  | 17.62500 | 18.28498 |
| 3.60000 | 3.62711 |  | 6.80000 | 6.89706 |  | 10.40000 | 10.62795 |  | 14.05000 | 14.46773 |  | 17.65000 | 18.31187 |
| 3.62500 | 3.65249 |  | 6.85000 | 6.94850 |  | 10.45000 | 10.68016 |  | 14.10000 | 14.52073 |  | 17.70000 | 18.36567 |
| 3.65000 | 3.67787 |  | 6.87500 | 6.97423 |  | 10.50000 | 10.73238 |  | 14.12500 | 14.54724 |  | 17.75000 | 18.41947 |
| 3.69000 | 3.71848 |  | 6.90000 | 6.99995 |  | 10.55000 | 10.78462 |  | 14.15000 | 14.57375 |  | 17.80000 | 18.47328 |
| 3.70000 | 3.72864 |  | 6.95000 | 7.05141 |  | 10.60000 | 10.83686 |  | 14.20000 | 14.62677 |  | 17.85000 | 18.52711 |
| 3.75000 | 3.77942 |  | 7.00000 | 7.10288 |  | 10.62500 | 10.86298 |  | 14.25000 | 14.67981 |  | 17.87500 | 18.55403 |
| 3.79000 | 3.82005 |  | 7.05000 | 7.15436 |  | 10.65000 | 10.88911 |  | 14.30000 | 14.73285 |  | 17.90000 | 18.58095 |
| 3.80000 | 3.83021 |  | 7.10000 | 7.20585 |  | 10.70000 | 10.94138 |  | 14.35000 | 14.78591 |  | 17.95000 | 18.63479 |
| 3.85000 | 3.88101 |  | 7.12500 | 7.23160 |  | 10.75000 | 10.99365 |  | 14.37500 | 14.81244 |  | 18.00000 | 18.68865 |
| 3.87500 | 3.90642 |  | 7.15000 | 7.25736 |  | 10.80000 | 11.04594 |  | 14.40000 | 14.83897 |  | 18.05000 | 18.74252 |
| 3.89000 | 3.92166 |  | 7.20000 | 7.30887 |  | 10.85000 | 11.09823 |  | 14.45000 | 14.89205 |  | 18.10000 | 18.79640 |
| 3.90000 | 3.93183 |  | 7.25000 | 7.36039 |  | 10.87500 | 11.12438 |  | 14.50000 | 14.94514 |  | 18.12500 | 18.82335 |
| 3.95000 | 3.98265 |  | 7.30000 | 7.41193 |  | 10.90000 | 11.15054 |  | 14.55000 | 14.99824 |  | 18.15000 | 18.85030 |
| 3.99000 | 4.02331 |  | 7.35000 | 7.46347 |  | 10.95000 | 11.20286 |  | 14.60000 | 15.05135 |  | 18.20000 | 18.90420 |
| 4.00000 | 4.03348 |  | 7.37500 | 7.48925 |  | 11.00000 | 11.25519 |  | 14.62500 | 15.07791 |  | 18.25000 | 18.95811 |
| 4.05000 | 4.08433 |  | 7.40000 | 7.51503 |  | 11.05000 | 11.30753 |  | 14.65000 | 15.10448 |  | 18.30000 | 19.01204 |
| 4.09000 | 4.12500 |  | 7.45000 | 7.56659 |  | 11.10000 | 11.35988 |  | 14.70000 | 15.15761 |  | 18.35000 | 19.06597 |
| 4.10000 | 4.13518 |  | 7.50000 | 7.61817 |  | 11.12500 | 11.38605 |  | 14.75000 | 15.21075 |  | 18.37500 | 19.09295 |
| 4.12500 | 4.16061 |  | 7.55000 | 7.66976 |  | 11.15000 | 11.41224 |  | 14.80000 | 15.26391 |  | 18.40000 | 19.11992 |
| 4.15000 | 4.18605 |  | 7.60000 | 7.72135 |  | 11.20000 | 11.46461 |  | 14.85000 | 15.31707 |  | 18.45000 | 19.17388 |
| 4.19000 | 4.22674 |  | 7.62500 | 7.74716 |  | 11.25000 | 11.51699 |  | 14.87500 | 15.34366 |  | 18.50000 | 19.22785 |
| 4.20000 | 4.23692 |  | 7.65000 | 7.77296 |  | 11.30000 | 11.56938 |  | 14.90000 | 15.37025 |  | 18.55000 | 19.28183 |
| 4.25000 | 4.28781 |  | 7.70000 | 7.82458 |  | 11.35000 | 11.62179 |  | 14.95000 | 15.42344 |  | 18.60000 | 19.33582 |
| 4.29000 | 4.32852 |  | 7.75000 | 7.87621 |  | 11.37500 | 11.64800 |  | 15.00000 | 15.47664 |  | 18.62500 | 19.36282 |
| 4.30000 | 4.33871 |  | 7.80000 | 7.92785 |  | 11.40000 | 11.67420 |  | 15.05000 | 15.52985 |  | 18.65000 | 19.38982 |
| 4.35000 | 4.38961 |  | 7.85000 | 7.97951 |  | 11.45000 | 11.72663 |  | 15.10000 | 15.58307 |  | 18.70000 | 19.44384 |
| 4.37500 | 4.41507 |  | 7.87500 | 8.00534 |  | 11.50000 | 11.77907 |  | 15.12500 | 15.60968 |  | 18.75000 | 19.49786 |
| 4.39000 | 4.43034 |  | 7.90000 | 8.03117 |  | 11.55000 | 11.83151 |  | 15.15000 | 15.63630 |  | 18.80000 | 19.55190 |
| 4.40000 | 4.44053 |  | 7.95000 | 8.08284 |  | 11.60000 | 11.88397 |  | 15.20000 | 15.68954 |  | 18.85000 | 19.60594 |
| 4.45000 | 4.49146 |  | 8.00000 | 8.13452 |  | 11.62500 | 11.91021 |  | 15.25000 | 15.74279 |  | 18.87500 | 19.63297 |
| 4.49000 | 4.53221 |  | 8.05000 | 8.18622 |  | 11.65000 | 11.93644 |  | 15.30000 | 15.79606 |  | 18.90000 | 19.66000 |
| 4.50000 | 4.54240 |  | 8.10000 | 8.23792 |  | 11.70000 | 11.98892 |  | 15.35000 | 15.84933 |  | 18.95000 | 19.71407 |
| 4.55000 | 4.59335 |  | 8.12500 | 8.26378 |  | 11.75000 | 12.04141 |  | 15.37500 | 15.87597 |  | 19.00000 | 19.76815 |
| 4.59000 | 4.63411 |  | 8.15000 | 8.28964 |  | 11.80000 | 12.09391 |  | 15.40000 | 15.90262 |  | 19.05000 | 19.82224 |
| 4.60000 | 4.64431 |  | 8.20000 | 8.34137 |  | 11.85000 | 12.14643 |  | 15.45000 | 15.95592 |  | 19.10000 | 19.87634 |
| 4.62500 | 4.66979 |  | 8.25000 | 8.39310 |  | 11.87500 | 12.17269 |  | 15.50000 | 16.00922 |  | 19.12500 | 19.90340 |
| 4.65000 | 4.69528 |  | 8.30000 | 8.44485 |  | 11.90000 | 12.19895 |  | 15.55000 | 16.06254 |  | 19.15000 | 19.93046 |
| 4.70000 | 4.74626 |  | 8.35000 | 8.49661 |  | 11.95000 | 12.25149 |  | 15.60000 | 16.11587 |  | 19.20000 | 19.98458 |
| 4.75000 | 4.79725 |  | 8.37500 | 8.52249 |  | 12.00000 | 12.30403 |  | 15.62500 | 16.14254 |  | 19.25000 | 20.03872 |
| 4.80000 | 4.84826 |  | 8.40000 | 8.54838 |  | 12.05000 | 12.35659 |  | 15.65000 | 16.16922 |  | 19.30000 | 20.09286 |
| 4.85000 | 4.89927 |  | 8.45000 | 8.60016 |  | 12.10000 | 12.40915 |  | 15.70000 | 16.22257 |  | 19.35000 | 20.14702 |
| 4.87500 | 4.92478 |  | 8.50000 | 8.65195 |  | 12.12500 | 12.43544 |  | 15.75000 | 16.27593 |  | 19.37500 | 20.17411 |
| 4.90000 | 4.95029 |  | 8.55000 | 8.70375 |  | 12.15000 | 12.46173 |  | 15.80000 | 16.32930 |  | 19.40000 | 20.20119 |
| 4.95000 | 5.00133 |  | 8.60000 | 8.75556 |  | 12.20000 | 12.51432 |  | 15.85000 | 16.38269 |  | 19.45000 | 20.25537 |
| 5.00000 | 5.05237 |  | 8.62500 | 8.78147 |  | 12.25000 | 12.56692 |  | 15.87500 | 16.40939 |  | 19.50000 | 20.30956 |
| 5.05000 | 5.10343 |  | 8.65000 | 8.80739 |  | 12.30000 | 12.61953 |  | 15.90000 | 16.43609 |  |   |   |
| 5.10000 | 5.15450 |  | 8.70000 | 8.85922 |  | 12.35000 | 12.67215 |  | 15.95000 | 16.48949 |  |   |   |