

OCT-17-2005 16:31

100... HSBC CHINESE CTR

905 277 9820

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#2807

☒ closed ☐ open

If Mortgage Default Insurance is required, the insurer is: N/A

Your Mortgage Loan is secured by an Equity Power Mortgage

Your mortgage loan will be secured by the Mortgage. The Mortgage will create a first charge on the mortgaged property as security for the repayment of the mortgage loan and the performance of your obligations under this Agreement, the Mortgage and the Equity Power Facility Letter (if applicable).

The mortgaged property is as follows:

ON

2807-3515 KARIYA DRIVE

MISSISSAUGA ON

31 Dec 2008 Your mortgage loan must be advanced on or before this date. After this date, we are not obliged to advance the mortgage loan (whether at the annual interest rate set out in this Agreement or otherwise).

The annual interest rate set out in this Agreement is based on our current Posted Rate for fixed rate mortgages for the term indicated in this Agreement (less any negotiated discount). If our Posted Rate for fixed rate mortgages for this term is lower on the day we advance your mortgage loan (provided the date of advance is prior to the commitment period end date) we will adjust your annual interest rate to that lower Posted Rate for fixed rate mortgages.

C. Principal Amount Borrowed

principal amount borrowed \$ 194,175.00 This is the approved principal amount of your mortgage loan.

When we advance your mortgage loan, we will deduct the following amounts from the principal amount borrowed:

\$ 0.00 Mortgage default insurance premium (if applicable) together with applicable taxes

\$ 0.00 Charges and Deductions

\$ 194,175.00 This is the portion of the principal amount of your mortgage loan available to be advanced on the advance date to your lawyer/solicitor in accordance with your instructions. This amount reflects the approved principal amount of your mortgage loan borrowed less the deductions (if any) described in this section.

other costs You will be responsible for paying any other costs related to your mortgage loan, this Agreement and the Mortgage including, among others, legal, property survey, inspection and other fees and costs, applicable taxes and fire and other insurance premiums. These costs, fees, taxes and premiums will not be paid out of the approved amount of your mortgage loan. They will either be paid by you directly or paid by us on your behalf. You will reimburse us for amounts paid on your behalf. See section F for a description of the cost of borrowing for your mortgage loan, which includes some of these fees and costs.

D. Your Mortgage Loan Term and Amortization Period

mortgage loan term 36 months This is the term of your mortgage loan.

advance date 31 Dec 2008 This is the date we expect to advance the available principal amount of your mortgage loan.

interest adjustment date 31 Dec 2008 This is the date on which the term of your mortgage loan starts.
(This date may be after the advance date.)

interest owing on money loaned before the interest adjustment date If we have loaned you all or part of the principal amount of your mortgage loan before the interest adjustment date, you will owe us interest on that principal amount for the period of time between the date the money was advanced and the interest adjustment date at the annual interest rate for your mortgaged loan. You must pay this interest on the interest adjustment date.

maturity date

amortization period

31 Dec 2011 This is the date on which the term of your mortgage loan ends. At that time, we may offer to renew your mortgage loan for another term. If we do not offer to renew your mortgage loan, you must pay the principal amount of your mortgage loan in full. If your mortgage loan is renewed, the terms of this Agreement, the Mortgage and Equity Power Facility Letter (if applicable) as amended by the renewal agreement, will constitute the terms of renewal.

300 months This is the time it will take to pay off your mortgage loan in full, based on the interest rate and the interest rate set out in this Agreement remaining constant and assuming that you make payments when due.

The period of time required to pay off your mortgage loan in full will be shorter than the term of the mortgage loan if you make additional or increased payments as permitted by this Agreement. It may be longer if the interest rate applicable to your mortgage loan rises.

conversion right

If your mortgage loan is for a closed 6 month term and it is not in default, you may convert it to a longer term we are offering at that time without having to pay any of the prepayment charges described in Schedule A to this Agreement. In order to convert your mortgage loan please contact us prior to the expiry of the term of your mortgage loan. We will provide you with a conversion agreement setting out the amended terms of your converted mortgage loan including the annual interest rate and cost of borrowing applicable to your converted mortgage loan. Your converted mortgage loan will be on terms and conditions we are then offering for mortgages of the same type and term you have selected and will accrue interest at our Posted Rate for closed fixed mortgages having that same term.

E. Interest Rate

annual interest rate

The interest rate applicable to your mortgage loan is 5.5500 % per year compounded semi-annually, not in advance. We charge you interest on your mortgage loan starting on the day we first advance money to you. The annual interest rate disclosed in this Agreement is a nominal rate. For the purpose of the Interest Act (Canada), in the case of a leap year, the equivalent annual interest rate shall be determined by multiplying the rate of interest provided above by 366 and dividing by 365.

discount

0.0000 % This is the percentage amount by which the annual interest rate of your mortgage loan, as set out immediately above, is less than our Posted Rate on the date of this Agreement.

application of regular payments

Each regular mortgage payment we receive (excluding any life and/or disability insurance premium) is applied first to repaying interest (and any other costs of borrowing) that have accumulated on your mortgage loan at the annual interest rate since your last payment. The balance (if any) of your regular payment is then applied to the outstanding principal amount of your mortgage loan. When your regular mortgage payments are made on time, the principal amount of your mortgage loan decreases with each regular payment and therefore the amount of interest accumulating between