



Get Rate Relief with your THINK Mortgage:

Acceptance:

Before we get going it is important for you to acknowledge that by signing this Mortgage Commitment and Disclosure document (the "Mortgage Commitment") by TRUE NORTH MORTGAGE INC. (herein "THINK Financial"), you agree that you have read and accepted all the subsequent terms contained in this document, and that you have provided your consent for us to verify any and all financial and employment information provided to THINK Financial.

If you have any questions, please do not hesitate to ask.

Borrower 1

Date (DD/MM/YY)

Borrower 2

Date (DD/MM/YY)

Approval Date:	March 13, 2024
Property Address:	123 Flames St., Calgary, Alberta T0X0X0
Purpose:	Purchase
Mortgage #:	20000XXX
Purchase Price:	\$657,134.08

Term	Description	The Works
Principal Amount	The starting balance of your mortgage on the day it funds.	\$641,077.50

Term	Description	The Works
Annual Interest Rate	The principal amount of your loan bears interest at this fixed interest rate, calculated semi-annually, not in advance, starting on the date on which sums are disbursed to you, just like the vast majority of mortgages in Canada.	3.99%
Payments	This is the regular principal and interest payment amount we will withdraw from your account based on the Annual Interest Rate. Making extra lump sum payments will not affect your regular payment. This payment does not include property tax.	\$3,368.73
Payment Frequency	This is how often you make your Regular Mortgage Payments. Right now your Regular Mortgage Payments are scheduled to come out of your account (Monthly / Bi-Weekly). If this is wrong or if you change your mind don't worry. It can be changed at any time without cost before your mortgage closes.	Monthly
First Regular Payment Date	This is your first regular payment date, so please make sure you have enough cash in your bank account to cover the payment. The date could change if you select a different Payment Frequency prior to the Date of Advance.	May 3, 2024
Term	Your mortgage is closed for the whole term of the loan which means you cannot pay down more than your Prepayment Privileges without paying a penalty. We describe this more fully below.	6 Months
Date of Advance	The day your mortgage funds. This will be the day from which interest begins to be calculated and charged. Not a moment sooner.	April 03, 2024
Rebate	A cash rebate either released to your legal counsel at closing or sent to you a few days after closing. You may need to pay this back if you break your mortgage within its first term.	\$0.00
Default Insurance	This amount is included in your Principal Amount. Even with mortgage insurance defaulting is a very bad idea.	\$24,656.83
Annual Percentage Rate	This is your annualized interest rate that reflects all costs you have incurred associated with your mortgage. This includes interest calculated at the Annual Interest Rate and may include any applicable fees such as a processing fee or administration fee or tax paid on your mortgage insurance.	3.99%
Amortization Period	Based on the current General information and conditions attached hereto, the amount of time it will take you to repay your mortgage off in full, starting from the interest adjustment date. This number will shrink if you make extra payments.	25 Years

Term	Description	The Works
Maturity Date	This is the last day of your Term. This 6-month product is a limited-time special. If you choose not to renew your mortgage with us on the maturity date, you will be charged a 1% administration fee based on your current mortgage balance. At renewal you can select any of our standard mortgage products.	October 03, 2024
Total Cost of Borrowing	The total of all interest payments for the full Term of the mortgage based on the Annual Interest Rate assuming all payments are made on time and the mortgage remains in good standing.	\$12,622.13
Total Payments	This is the sum total of all the Regular Mortgage Payments you will be sending our way over the Term of the mortgage.	\$20,212.38
Prepayment Privileges	In The Works mortgage, you get up to 20% maximum of lump sum ability. In other words, at any time during the mortgage year, you can increase your Regular Mortgage Payments or make lump sums totaling up to 20% of the original Principal Amount without penalty (the minimum lump sum amount is \$100). Yes, that means you could pay off your entire mortgage in less than 5 years. And yes, the entire lump sum payment will go towards your Principal Amount.	20%
Interest Adjustment Payment and Date	A one-time payment for interest accrued from the Date of Advance and the date of your first full (Monthly / Bi-Weekly) payment. We will debit your account for this amount on the First Regular Payment Date, in addition to your first regular monthly payment then due and payable.	\$0.00
Prepayment Charges	With The Works mortgage, if you did want to pay off your mortgage faster than your Prepayment Privileges allow, you can but you will have to pay a penalty.	
Portability	<p>Your mortgage has a portability feature. This mortgage may be ported from one property to another subject to guidelines and government restrictions in place at the time of the port.</p> <p>If your mortgage was originally high ratio insured with borrower-paid mortgage insurance, the premium is portable to your new property. However, a new premium will need to be paid on any increase in the mortgage size. If you require a larger mortgage your new mortgage rate may be a blend of your existing rate and current rates at that time.</p> <p>If your mortgage is not high ratio insured there is a chance your mortgage will not be portable as recent government-imposed restrictions have changed the landscape of mortgage portability options within Canada. Due to these changes, any port request on non-high ratio insured mortgages will need to be assessed in order to determine the eligibility requirements and may result in a new fee in order to make your mortgage portable.</p>	

Term	Description	The Works
Other Fees	<p>Returned or refused payment due to insufficient funds: \$105</p> <p>Discharge Fee: \$0 in QC, \$75 in BC, \$0 in AB, \$130 in MB, \$380 in ON, SK and NS. The government fee for discharge in addition to the Discharge Fee is \$0 in QC, \$83.11 in ON and \$124 in MB.</p> <p>Transfer Fee: \$25 in NS, \$380 in all other provinces.</p> <p>Duplicate Discharge Documents: \$25 in ON, \$100 in all other provinces</p> <p>Port Fee: \$495, Assumption Fee: \$450, Change of Covenant Fee: \$350.</p> <p>THINK Financial reserves the right to amend these fees.</p>	

In this Mortgage Commitment, "THINK", "THINK Financial", "we", "us", "our" and "lender" mean TRUE NORTH MORTGAGE INC., and "you", "your" and "borrower" mean the borrower(s) to whom this Mortgage Commitment is addressed.

We agree to lend to you the Principal Amount set out above on the terms and conditions set out in this Mortgage Commitment. Funds will only be advanced if all conditions listed in this Mortgage Commitment are met. If you accept these terms, simply sign the Acceptance and return all required documentation. This Mortgage Commitment expires if we do not receive, in good order, your signed acceptance and supporting documentation at least 10 days prior to your Date of Advance, otherwise, all bets are off.

So don't wait - send us your documentation today!

Please note that if there is any inconsistency or conflict between the provisions in this document, the general information and conditions attached hereto or the deed of immovable hypothec, this document will take precedence. After that, the provisions of the other documents shall apply in the following order of precedence to resolve the conflict or inconsistency: (i) the general information and conditions attached hereto; and (ii) the deed of immovable hypothec.

A. Documents you will need to send us:

We must receive the following documents as requested, fully complete and in good order, by (10 days prior to Closing Date). Any delay in sending us these documents may result in your loan not being advanced on time. So hop to it.

Please provide your True North Mortgage representative with the following documents:

1. Written confirmation of employment for Rona 2016 till now showing a minimum annual income of 24522.16 plus a recent paystub. Please make sure the job letter also lists your job title, start date and is signed and dated. If your income is not guaranteed, or includes bonus or commission earnings, then we will also require your last two years T4's or Government issued Notice of Assessments
2. Written confirmation of employment for Government of Canada showing a minimum annual income of 63946 plus a recent paystub. Please make sure the job letter also lists your job title, start date and is signed and dated. If your income is not guaranteed, or includes bonus or commission earnings, then we will also require your last two years T4's or Government issued Notice of Assessments

3. Written confirmation of employment for Government of Canada showing a minimum annual income of 60240 plus a recent paystub. Please make sure the job letter also lists your job title, start date and is signed and dated. If your income is not guaranteed, or includes bonus or commission earnings, then we will also require your last two years T4's or Government issued Notice of Assessments
4. Please provide us with the details of your properties Floor Plans and Specifications. These usually form part of the Purchase Agreements from the builder.
5. Proof of where your down payment has come from and where it is now. To do this please provide us with at least 90 days history of your bank statements/investment statement/RRSP statement or any combination of these documents. Online statements or print screens are fine but please make sure if your name is not on the statements that you also take a print screen of your main online banking screen so we can cross reference your account number to your name. Also, we are obligated to question you on any larger deposits or transfers we see on your documents so don't be surprised if we need a little extra paperwork to clarify those deposits.
6. Canada Child Benefit (CCB). Copy of CCB Statement or Bank Statements showing the CCB going into the account. Please also provide copy of birth certificate for the child(ren) to confirm will be under 18yr for the term of the mortgage.
7. Commitment letter completed in full, initialed, signed and dated. But read it first and let us know if any changes need to be made.
8. If your sale is happening prior to your purchase please provide a copy of the Statement of Disbursements and either confirmation of the funds being deposited to your account or confirmation from the lawyer they are holding on to the funds for the purchase. If your sale is happening same day or after please provide a copy of your firm sale agreement, MLS listing and recent mortgage statement.
9. A fully executed Purchase Agreement, along with all applicable Schedules, Amendments and Waivers, etc. You can get these documents from your Builder's Sales Rep.
10. Valid ID. It seems you have multiple spellings/forms of your name on your credit bureau. We'll need a copy of your ID to confirm we have your accurate legal name on file for you. If you like you can fix the error directly with Equifax to avoid future issues.
11. Proof the following debts have been paid off: TD \$14854, CIBC 9959, Easy Financial \$9565, CMLS MTG 403k
12. Please provide a copy of your VOID cheque of the account you'd like to make your mortgage payments out of. If you do not have cheques we can accept a Pre-Authorized Debit Form either printed from your online banking or directly from the branch (must be branch stamped)
13. Your builder will provide you with a Final letter of possession approx. 30 days before closing to advise you of your firm move in date and Final Statement of Adjustments. PLEASE NOTE - WE REQUIRE THESE TWO DOCUMENTS BEFORE WE CAN INSTRUCT YOUR SOLICITOR.

Please take note of the following:

1. Our privacy policy can be found at www.thinkfinancial.ca/privacy-policy
2. This mortgage approval is valid for 120 days. If for any reason your Date of Advance goes beyond this period you will need to qualify.
3. Your interest rate is good for 40 days from the date of your originally issued commitment. If your deal closes beyond this date, your rate may change.

Things your legal counsel will need to do for us:

1. Solicitor to confirm final purchase price and closing date are correct on the mortgage approval prior to signing with clients. Copy of final Statement of Adjustments is to be provided.
2. Title Insurance is required on all mortgage transactions. Title Insurance is required just in case there are any title defects or errors. The title insurance will be arranged through your solicitor or a valid Title Insurance Provider and is at the borrower(s) expense. Your agent can provide you additional information on this and can advise of the costs, if applicable.
3. Please have the client(s) sign the most recent version of the commitment included in your instruction package.
4. Solicitor to provide confirmation of Fire Insurance. If the property is a condo we will also require confirmation of Homeowners Insurance (including personal liability).
5. Mortgage must be registered in the name of: COMPUTERSHARE TRUST COMPANY OF CANADA c/o True North Mortgage Inc., 3600 - Bow Valley Sq II. 205 - 5th Ave S.W. Calgary, AB T2P 2V7. A copy of the prepared charge/mortgage must be provided for our review prior to funding.
6. Occupancy Certificate from the builder, confirming that the property has been inspected and approved for occupancy along with the numbered Third Party Warranty Enrolment Form (from an acceptable warranty provider), are to be provided prior to advance.
7. Receipt of (i) the Identification Verification (Please ensure that sections "C" and "D" on the I.D. verification form are completed) and Attestation Requirements for Individuals together with the photocopies (front and back) of the primary identification and (ii) the Solicitor's Request For Funds no less than 3 Business Days before the Advance Date.

B. Other Details Required

1. Lawyer Details

Please provide us with the name and contact details of your lawyer who will be representing and advising you on your mortgage. We will arrange for instructions to be sent to your lawyer outlining everything they will be expected to do on our behalf.

Please tell us who your lawyer for this mortgage will be:

Name:

Firm Name:

Address:

Phone:

Fax:

Email:

2. Payment Details

Please select an account from where you would like your mortgage payments collected.

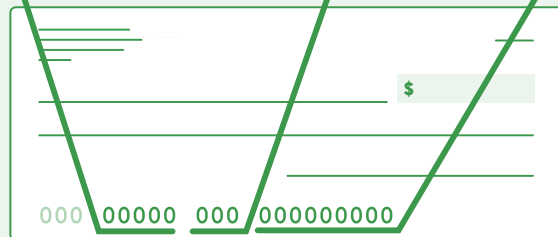
Please pay our mortgage from the following chequing account - We are also providing a void cheque along with our accepted Mortgage Commitment to ensure accuracy. **WE AGREE TO WAIVE THE NOTICE PERIODS REQUIRED FOR REGULAR AND VARIABLE PAYMENTS.**

Financial Institution Name: _____

Transit

Institution

Account



NOTE: Your institution, transit and account number can be found at the bottom of your cheques (see graphic). Please include all the digits in your account number, as the number of digits varies by financial institution.

If you need to change your banking information please give us a call at 1-877-343-0833 or email us at requests@thinkfinancial.ca

You have certain rights if any debit does not comply with this Agreement, or is not in accordance with the terms of your Mortgage. For example, you have the right to receive reimbursement for any PAD that is not authorized or is not consistent with the terms of this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on your rights, contact your financial institution or visit www.cdnpay.ca.

Payment frequency for The Works mortgage:

Please choose one Payment Frequency option

Payment Frequency

☐

Monthly

Payment Amount

\$3,368.73

Requested First Regular Mortgage Payment Date

*Must be at least 1 month, but less than 2 months after **April 03, 2024**

Payment Frequency

☐

Semi-Monthly

Payment Amount

\$1,684.37

Requested First Regular Mortgage Payment Date

*Payments will be the 15th and the last day of the month.

Remember, by making accelerated payments on a weekly or bi-weekly basis you could save thousands of dollars in interest over the life of your mortgage and be mortgage-free sooner.

Payment Frequency

☐

Bi-Weekly

Payment Amount

\$1,554.80

Requested First Regular Mortgage Payment Date

*Must be 14-27 days after **April 03, 2024**

Choose the appropriate day of the week for payment

☐

Mon

☐

Tue

☐

Wed

☐

Thu

☐

Fri

Payment Frequency

☐

Accelerated
Bi-Weekly

Payment Amount

\$1,684.37

Requested First Regular Mortgage Payment Date

*Must be 14-27 days after **April 03, 2024**

Choose the appropriate day of the week for payment

☐

Mon

☐

Tue

☐

Wed

☐

Thu

☐

Fri

Payment Frequency☐

Weekly

Payment Amount

\$777.40

Requested First Regular Mortgage Payment Date*Must be 7-13 days after **April 03, 2024****Choose the appropriate day of the week for payment**☐

Mon

☐

Tue

☐

Wed

☐

Thu

☐

Fri

Payment Frequency☐Accelerated
Weekly**Payment Amount**

\$842.19

Requested First Regular Mortgage Payment Date*Must be 7-13 days after **April 03, 2024****Choose the appropriate day of the week for payment**☐

Mon

☐

Tue

☐

Wed

☐

Thu

☐

Fri

After the advance of funds you will receive a letter confirming the amount and dates of your Regular Mortgage Payments. If applicable the letter will include the Interest Adjustment Payment amount caused by any Payment Frequency changes.

Your mortgage will be registered as you have selected above. If you fail to make a payment on the due date, your privilege of a weekly, bi-weekly or semi-monthly Payment Frequency may be revoked and a monthly Payment Frequency will be reinstated, with applicable interest adjustment charges, if any.

Mortgage Advice

It is required that you initial one of the following statements about the mortgage advice you have received from your mortgage advisor. **Please initial one statement that applies to you.**

☐

I agree with my mortgage advisor's recommended product.

☐

I have chosen a different product than recommended by my mortgage advisor.

☐

I have declined to partake in a needs-based assessment.



General information and conditions about your mortgage

A. Things your Notary will need to do for us:

Safe Banking

In order to satisfy THINK's Safe Banking requirement, your legal counsel/notary must verify the identity of all borrowers and guarantors on this mortgage by validating two pieces of acceptable identification (minimum of one piece of photo identification) prior to the Date of Advance.

Property Completion Confirmation (where applicable)

Funds are to be held in escrow pending receipt of satisfactory confirmation that the property is complete. Please fax or email one of the following documents: An occupancy certificate and/or a certificate of completion and/or a final inspection walkthrough signed by all parties. The document must be approved by THINK prior to releasing funds for closing. Advances must be made in a manner consistent with the legislation on legal hypothec.

B. Other conditions:

1. A survey of the property may be required. Title to the property must be satisfactory to our legal counsel and the mortgage must be a first charge on the property. You have to obtain title insurance acceptable to us, with premiums charged to you.
2. We may require an installment for property taxes. If so, the amount will be communicated to you shortly after the Date of Advance.
3. We may provide a disclosure statement or other information relating to your mortgage by electronic means.
4. If you provide us with an e-mail address, you consent to receiving correspondence from us at that address. You may contact us at any time to change your e-mail address or have it removed from our records.
5. We may add to or amend the conditions of this Mortgage Commitment based on additional information we subsequently receive.
6. You warrant to us that all representations made by you and all information submitted by you or your broker in connection with your application is true, complete and accurate and that you agree to provide to us promptly on request any further information concerning you, your financial standing, any guarantor, the financial standing of any guarantor or the property which may be required by us or our legal counsel or notary.
7. Any misrepresentation of fact contained in your application or other documentation entitles us to decline to advance all or any portion of the loan, and to immediate repayment of all money advanced under the loan.
8. Any fees that you owe us may be deducted from the loan advance. If for any reason no money is paid to you under the loan, you agree to pay all applicable legal, appraisal and title insurance costs incurred by us in this transaction, except in the case of a mortgage transfer, in which case the legal, appraisal and title insurance costs will be paid by us. By signing this document, you agree to allow us to verify any and all financial and employment information provided to THINK.

in support of your mortgage application, including contacting the Canada Revenue Agency to verify any Notices of Assessment submitted.

9. By signing this document, you hereby give authorization and consent to your employer to release information regarding your employment history and confirm the details of any supplied employment letter as prepared by your employer. Furthermore, you acknowledge that in verifying the employment letter's authenticity, THINK Financial may disclose the purpose of this transaction (mortgage financing), your name, and other personal details either within an email, phone call, or voicemail. For questions regarding this, please call 877.778.4772.
10. All borrowers must be permitted to purchase residential property in Canada in accordance with the Prohibition on the Purchase of Residential Property by Non-Canadians Act which came into force on January 1st, 2023. We recommend obtaining independent legal counsel to confirm that you are not violating this Act.
11. By applying for a mortgage with THINK Financial, you consent to the collection, use and disclosure of your personal information in accordance with THINK Financial's Privacy Code (available on our website, as amended from time to time).
12. By signing this document in the Acceptance section on page 1 above, you warrant that the subject property is not intended to be used as a rental property.
13. By signing this document, you agree that we may obtain a credit report on you from any credit reporting agency in connection with this loan at any time or times, in order to satisfy ourselves that you are able to continue making payments under the loan.

C. Interest calculation:

Calculation of Interest Owning

Interest is calculated at the Annual Interest Rate semi-annually, not in advance, and is charged on the outstanding balance of the Principal Amount from the Date of Advance and on every day after that. There is no period during which interest does not accrue. Each Regular Mortgage Payment you make pays the interest costs for the Principal Amount and repays part of the Principal Amount. Each payment will be applied first to the accumulated cost of borrowing, including interest, then to principal. The outstanding balance of the Principal Amount decreases with each Regular Mortgage Payment with the result that the portion of your payments needed to cover interest costs also decreases. This means that over time when you make your payments when due, an increasingly larger proportion of each Regular Mortgage Payment goes toward repaying the Principal Amount.

Compound Interest

If interest is not paid when it's due, compound interest must be paid on this unpaid interest. Compound interest must be paid at the same rate as the unpaid interest, is calculated in the same way, and must be paid on the same days. If compound interest isn't paid when it's due, compound interest must be paid on that interest.

D. Your rights:

Your Right of Early Renewal (Fixed Rate Mortgage)

If you have a fixed rate mortgage loan, you may renew the loan before the Maturity Date. You must pay the applicable payout penalty at that time and you will be offered the current 5 year fixed or variable rate available at that time.

Your Right of Early Renewal (Variable Rate Mortgage)

If you have a variable rate mortgage loan, you may either renew the loan before the Maturity Date into another 5 year variable rate OR, you may lock in to the current 5 year fixed rate available at that time. If you chose to early renew into a new 5 year variable rate mortgage you must pay the applicable payout penalty at that time. If you chose to lock into a 5 year fixed rate you may do so without a payout penalty.

Your Right of Early Renewal on the “No Commitment” Mortgage (Variable Rate Mortgage)

You may either renew the loan before the Maturity Date into a standard 5 year variable rate OR, you may lock in to the current standard 5 year fixed rate available at that time. If you chose to early renew into a new 5 year variable rate mortgage or a 5 year fixed rate you may do so without a payout penalty.

Your Right of Early Repayment

1. If you are not in default, you may, on any Regular Mortgage Payment date, prepay an amount to be applied to the outstanding Principal Amount, without penalty, provided that:
 - i. each such prepayment is at least \$100;
 - ii. the total of all such prepayments paid during any mortgage anniversary year does not exceed 20% of the Principal Amount set out at the beginning of the Term;
 - iii. if you do not completely use such Prepayment Privileges in any mortgage year, it cannot be carried forward to any future mortgage year; and
 - iv. if, at the beginning of the mortgage year, the outstanding Principal Amount is less than 20% of the Principal Amount set out at the beginning of the Term, you may not apply a prepayment made under this paragraph (a) to prepay the entire outstanding Principal Amount unless, at the same time as you make such a prepayment, you also make a discharge request (but not an assignment request) in accordance with the procedure set out in the mortgage.
2. If you have a fixed-rate mortgage, any other early repayment may only be made upon the payment of the greater of either; 1. Your Interest Rate Differential (This is the future interest on your current mortgage[i] , minus the interest of an equivalent mortgage if issued today[ii].) Or, 2. Three months interest at the current mortgage rate plus, a pro-rated portion of your original rebate and penalty covered by us[iii] (if received). Furthermore, if you have our 6-month fixed product, in addition to the penalty described above you will be charged a 1% administration fee based on your current mortgage balance if you pay out the mortgage before maturity or if you choose not to renew your mortgage with us on the maturity date.
3. If you have a variable rate mortgage, any other early repayment may only be made upon the payment of three months interest at the current mortgage rate plus, a pro-rated portion of your original rebate and penalty covered by us[iii] (if received).
 - i. The present value, as determined by us, of the total amount of interest which would have been payable on the outstanding Principal Amount if the prepayment had not been made, calculated from the date of prepayment to the Maturity Date, at the current mortgage rate.
 - ii. The present value, as determined by us, of the total amount of interest calculated on the outstanding Principal Amount, calculated from the date of prepayment to the Maturity Date, at the interest rate per annum set by us applicable to residential mortgages in Canada, for the mortgage term nearest in length to the remaining Term of the loan on the prepayment date.
 - iii. The percentage of the remaining Term multiplied by the original Rebate/Cashback amount plus the amount of Penalty Covered by Us when issuing an early renewal.

Your Right of Early Repayment on the "No Commitment" Mortgage

1. if you are not in default, you may, on any Regular Mortgage Payment date, prepay an amount to be applied to the outstanding Principal Amount, without penalty, provided that each such prepayment is at least \$100;
2. If you are not in default, you may fully pay out the mortgage without a penalty.

Your Rights of Assumption and Portability

If you have entered into an agreement to transfer title to the property in an arm's length transaction and you are not in default, you may, with our prior written approval, (i) allow the transferee of title to the property to assume the mortgage or, (ii) if you have agreed to purchase a new property, borrow an amount equal to the outstanding Principal Amount on the day title to your new property is transferred to you (the "transferable principal amount") under a new mortgage to be registered against the title to the new property (the "new loan"). You may choose only one of the following two options and we may in our sole discretion not approve one or both of the options.

Assumption

If you apply to have the transferee of the property assume your mortgage, such transferee must provide us with such information as we require to permit us to determine whether we can approve a loan to such transferee. If we approve a loan to the transferee, the transferee must sign and deliver to us an assumption agreement in a form acceptable to us. You will be required to provide a signed assumption agreement and to cover the payment of our then-current administration or processing fee for such assumption and all legal, default insurance, and other expenses. If this mortgage was funded with mortgage default insurance, whether it be high ratio transactional insurance or low ratio portfolio insurance, the insurer has the right to proceed with action against you should the borrowers who assumed this mortgage go into default.

Portability

If you are not in default and you qualify with our requirements in effect at the time of request we can review your application for Port approval. If you wish to take advantage of this opportunity, you must apply to us in writing and you must sign a new mortgage. The following conditions apply:

1. if you would like to borrow an amount equal to the transferable principal amount, the new loan will be at the same interest rate as set out in the mortgage and for a term equal to the remainder of the term of the loan.
2. if you would like to borrow an amount equal to the transferable principal amount, the new loan will be at the same interest rate as set out in the mortgage and for a term equal to the remainder of the term of the loan.
3. if you would like to borrow more than the transferable principal amount, we proceed as a new mortgage and we would proceed with either current rates at that time or a blended rate.
4. if your new home purchase does not, or no longer qualifies for government subsidization, it may not be possible to port your mortgage. In any event, new mortgage default insurance may be payable by you.
5. you will pay us our then-current administration and processing fees to approve and process the new loan, together with any accumulated interest which may result from a change in the frequency of the Regular Mortgage Payments to be made. You also agree that you will pay all legal expenses with respect to the new mortgage and its registration.

E. Your obligations:

Your Obligation to Make Mortgage Payments

You must pay charges if your mortgage goes into default. The charges are for costs incurred by us such as:

1. for legal services retained to collect or attempt to collect the payment;
2. in realizing any security interest taken under the credit agreement or in protecting such a security interest, including the cost of legal services retained for that purpose; and
3. in processing any cheques or other payment instrument that you used to make a payment under the loan but that was dishonored.

You must pay interest on such charges from the time such charges are incurred. This mortgage has no grace periods. Your mortgage is in default when you are late making a Regular Mortgage Payment or any other obligation to us under the mortgage agreement is not complied with.

Your Obligation to Maintain Insurance

You must insure and keep insured in our favour and until the mortgage is discharged, the property, with such coverage as we require and with an insurance company acceptable to us. You must maintain fire and extended perils insurance. The insurance policies must contain standard mortgage clauses approved by the Insurance Bureau of Canada. Loss proceeds under such insurance must be payable firstly to us or our hypothecary representative and we will have the first right to receive and to have a lien on the loss proceeds.

Upon our request, you will provide us with certified copies of every insurance policy or evidence of its renewal, not less than 15 days before any policy expires. We may place and pay for any insurance policy if you fail to do so. Any premiums or sums of money which we pay for insurance will be immediately payable by you to us or added to the loan amount if not so paid and will bear interest at the current mortgage rate.

If any loss or damage occurs, you will immediately, at your expense, do everything necessary to enable us to obtain the insurance proceeds.

Your Obligation to Pay Property Taxes

You must pay all taxes on the property when due. At our request, you will provide us with all the receipted tax bills or a tax certificate confirming that taxes are paid once per year. We may withhold from any advance of principal any amount we feel necessary to pay taxes then owing or to anticipate future payments of taxes. We may estimate the amount of taxes payable for the property each year and you will pay to us sufficient monies by equal instalments (based on the Payment Frequency of your loan) to be applied on account of such taxes. You will pay the instalments on each Regular Mortgage Payment date. We will apply these payments against your taxes as long as you are not in default, but we are not obligated to apply payments on account of your taxes more often than annually. If the taxes actually charged for any one year, together with any interest and penalties, exceed the estimated amount, you will pay us promptly upon written notice the amount required to make up the difference. If you wish to take advantage of any discounts or avoid any penalties in connection with the payment of taxes, you may pay to us such additional amounts as are required for that purpose. If we are paying your taxes, you will send to us the tax bills and other notices affecting the imposition of taxes immediately after you have received them. If you do not make your tax payments when they are due, we may make those payments for you and the amounts paid by us will: (i) be a charge on the property in favour of us in priority to all claims subsequent to the mortgage; (ii) be payable by you immediately with interest at the current mortgage rate until paid; and (iii) may be added to the loan amount and bear interest at the current mortgage rate.

Your Obligation to Make Repairs

You must keep the property in a good condition and state of repair and carry out all necessary repairs. You may not do, or let anyone else do, anything which lowers the value of the property. You must comply with all applicable laws affecting the condition, repair, use or occupation of the property. If, in our opinion, you do not keep the property in a good condition and state of repair or do, or allow anything to be done, which lowers its value or do not comply with any of your obligations under this section, then we can make whatever repairs are, in our opinion, necessary. The costs of any inspections and repairs are payable by you immediately and, if not paid, will be added to the loan amount and will bear interest at the current mortgage rate.

Your Obligation Not to Demolish or Alter the Property

You must not demolish the whole or any part of any building or structure on the property without first obtaining our approval and not to make any material alterations, additions or improvements to the property without first obtaining our written approval to your proposed plans and specifications. In either case, we may withhold our approval in our sole discretion.

Your Obligation Regarding the Divided Co-Ownership Property

If the property is a divided co-ownership property, you must comply with the syndicate of co-owners rules as they exist from time to time. You must pay all amounts required by the syndicate of co-owners rules on or before the date they are due and, if we request, give us proof that you have done so. You will pay common expenses, contributions, levies or assessments. If you do not make any payments which you are obligated to pay, we may do so on your behalf and add such amounts to the loan amount and such amounts will bear interest at the current mortgage rate. You must mail to us by prepaid registered mail or deliver to us a copy of every notice, assessment, claim or demand for payment, rule or regulation, request or demand of us to consent to any matter, and every other communication relating to your unit or the common area of the co-ownership property so that we receive such communications at least five days before any claim or demand is payable or, in the case of other communications, within five days of the date you receive them.

Your Other Obligations

You must, at your expense, sign any other document or take any further action which we may request to ensure that your entire interest in the property has been fully hypothecated to us and that the loan amount is adequately secured.

You must take any action necessary to protect your title to the property including, without limitation, protecting your rights under any applicable laws and you must not in any way interfere with our interest in the property.

You must not, without our prior written consent, further encumber the property and you must keep the property free and clear of any subsequent encumbrances and hypothecs.

We may pay the whole or any part of any claim at any time having priority over the mortgage. The amounts so paid will be payable by you to us on demand and will, until paid, be included in the loan amount, be secured by the mortgage and will bear interest at the current mortgage rate.

Unpaid interest

In case of default of a payment of interest after its maturity date, the interest on any such amount of unpaid interest is calculated at the annual rate applicable to the principal that produces it starting its maturity date, compounded monthly and payable on demand. Jurisdiction

This Mortgage Commitment and all documents related to it are governed, at all times, by the laws of Québec and the laws of Canada applicable in Québec.

Payments on non-Business Days

If the date of a scheduled payment hereunder falls on a day that is not a business day, THINK Financial may debit your account on the first business day that follows and interest runs in the interval.

Consequences of a Default

Should you become in default regarding any of your obligations towards us as your lender, all sums you owe us shall become immediately due and payable.

English clause

It is the express wish of all parties hereto that this Mortgage Commitment and any related documents be drawn up and executed in English. / Toutes les parties à cette offre de prêt conviennent que cet engagement de prêt hypothécaire et tous les documents s'y rattachant soient rédigés et signés en anglais.

F. Assignment by THINK Financial:

Without the consent of, and without notice to, the borrowers and guarantors, and without affecting the obligations of the borrowers and guarantors under this Mortgage Commitment, THINK Financial may assign, transfer, sell, pledge or convey this Mortgage Commitment (prior to and after any advances), this Mortgage Commitment, or any portion of this Mortgage Commitment to any third party ("Third Party") in relation to a sale, securitization, financing, pledging or security arrangement. The borrowers and guarantors agree, and for this purpose grant THINK Financial an irrevocable power of attorney coupled with an interest, to execute and register in any applicable land registry office any and all documentation, notices and agreements required to evidence or perfect any assignment, transfer, sale, pledge, conveyance or security arrangement pursuant to this Section. On any notice of an assignment, transfer, sale, pledge, conveyance or security arrangement pursuant to this Section from THINK Financial or from a Third Party (as consented to by THINK Financial), the borrowers and guarantors shall make all payments due under this Mortgage Commitment to such Third Party as assignee and mortgagee.