

ADDITIONAL PROVISIONS FOR Variable Rate Mortgage

1. EFFECT ON STANDARD TERMS:

These Additional Provisions form part of the Mortgage. In the event of any inconsistency or conflict between these Additional Provisions, the Commitment Letter, the Mortgage (other than these Additional Provisions and the Standard Charge/ Mortgage Terms), and the Standard Charge/ Mortgage Terms, the provisions of these documents shall apply in the following order of precedence to resolve the inconsistency or conflict: (i) the Commitment Letter; (ii) the Additional Provisions; (iii) the Mortgage; and (iv) the Standard Charge/Mortgage Terms.

2. CAPITALIZED TERMS:

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

3. INTEREST RATE:

We will charge you interest on the outstanding balance of your Mortgage at the Interest Rate from the Advance Date to the Interest Adjustment Date.

Starting on the Interest Adjustment Date, interest at the Interest Rate is compounded monthly, not in advance. For this purpose, we calculate interest for each payment period using a factor that is based on the Annual Interest Rate, compounded monthly. Interest is payable on the payment frequency selected by you (for example monthly). You promise to pay interest at the Interest Rate in effect at the time and as calculated above, on the outstanding balance of your Mortgage until paid in full.

Your Interest Rate is a Variable Interest Rate based on the Prime Lending Rate, which we may refer to as 'Prime Rate' or 'Prime', and any applicable premium (or discount) to the Prime Rate as set out in the Mortgage. Based on this, the Interest Rate will change each time the Prime Rate changes, with no prior notice to you. Your Regularly Scheduled Payment will also change accordingly.

Compound Interest - If you do not pay interest when it is due, we will add the overdue interest to the outstanding balance of the Mortgage, and charge you interest on the combined amount until it is paid. This is called Compound Interest. We calculate Compound Interest at the current Annual Interest Rate in effect at the time. You promise to pay Compound Interest at the same frequency as the Regularly Scheduled Payments until the outstanding balance of the Mortgage, and any unpaid interest, is paid in full.

Interest at the Interest Rate will accrue and will be compounded in the same manner and is payable whether before or after default as well as prior to and after the Maturity Date on any Principal Amounts and on any unpaid interest outstanding from time to time. Interest whether before or after default as well as prior to and after the Maturity Date will accrue at the same rate as during the Term.

4. REGULARLY SCHEDULED PAYMENTS:

All mortgage payments must be made by pre-authorized debit from an account held at a financial institution we approve. The account must be in the name of the Borrower(s) and/or Guarantor(s).

The Regularly Scheduled Payment is the amount of each payment indicated in the Loan Agreement that will be paid on a consistent frequency (ie., weekly, biweekly, semi-monthly, or monthly). Your Regularly Scheduled Payment amount will change following a change in the Prime Rate. We recalculate your Regularly Scheduled Payment amount to an amount sufficient to pay the interest that will accrue to each Regularly Scheduled Payment date plus the amount of Principal that has to be paid to maintain the Amortization Period of the Mortgage. This amount will be your new Regularly Scheduled Payment amount until it is again changed following an increase or decrease in the Prime Rate. Any prepayments made by you will not affect your Regularly Scheduled Payments but will shorten your Amortization Period and will change the composition of interest and Principal in your Regularly Scheduled Payments.

If the amount of any Regularly Scheduled Payment is less than the accrued interest due over that payment period (i.e. if the Prime Rate has increased over the payment period, but your rate adjustment has not yet been applied to your Mortgage), deferred interest will be added to the outstanding balance owing, and Compound Interest will apply.

5. PREPAYMENT PROVISIONS:

The Prepayment Rights, hereafter referred to as Prepayment Privilege or Prepayment Provisions, allows you to prepay the balance outstanding under the Mortgage. The following Prepayment Provisions are available to you each year of the Term of the Mortgage (i.e. during the 12 month period starting from the Interest Adjustment Date, and starting from each anniversary of the Interest Adjustment Date thereafter), provided you are not in default:

- a) **Increased Payment:** Once each year of the term of the mortgage, you may increase the Regularly Scheduled Payment amount up to a maximum of 20%. The maximum for each payment increase is calculated using the amount of the current Regularly Scheduled Payment in effect at the time.
- b) **Lump Sum Payment:** Throughout each year of the term of the mortgage, you may make lump sum prepayments of \$100 or more, provided the total of these prepayments made throughout the year does not exceed 20% of the original Principal Amount. Borrower may prepay an additional amount at any time but will have to pay a prepayment charge.

If all or any portion of these privileges are not used in a particular year, they cannot be carried forward and used in a future year.

6. EARLY PAYOUT PROVISIONS:

During the Term:

- You may payout the entire outstanding balance of the Mortgage prior to the Maturity Date, if you exercise this option, an Early Payout Penalty will apply.

Early Payout Penalty:

The Early Payout Penalty is equal to 3 months simple interest. This is calculated by applying your current Interest Rate in effect at the time, plus the unamortized portion of all incentives, to the outstanding Principal balance of your Mortgage, for a 3 month period.

If you request an Early Payout, you cannot exercise the lump sum and/ or increased payment privileges (outlined in section 5a and 5b of this document), until the Payout Statement expires. The calculation of the Early Payout Penalty will be based on the outstanding Principal balance of your Mortgage.

7. CONVERTIBILITY:

You may, at any time without penalty, convert this Variable Interest Rate Mortgage to an eligible closed fixed interest rate Mortgage offered by TCB at the time, provided that the new term plus the time elapsed on the existing Term is equal to or greater than the original Term. You may select from the options available at the time of conversion. You will receive the interest rate we quote at the time, for the term selected. You will sign a Renewal Agreement which will contain all of the amended terms and conditions of the new Mortgage. All the features and benefits of the existing Mortgage are amended upon conversion, and you will adopt the features and benefits of the new Mortgage. You cannot convert if you are in default.

8. RENEWAL:

The outstanding balance of the Mortgage is due and payable on the Maturity Date; however, we may offer to renew it prior to the Maturity Date. If we have sent you a Renewal Agreement (in advance of the Maturity Date), and:

- i. If you accept the Renewal Agreement:
All the features and benefits of the existing Mortgage are amended upon renewal, and you will adopt the features and benefits of the new Mortgage.
- ii. If you fail to either accept or decline the Renewal Agreement, and do not pay out the Mortgage on the Maturity Date:
 - a. **The Mortgage will automatically renew into a 1 year Fixed Rate open term Mortgage on the Maturity Date.**
 - b. The renewed 1 year Fixed Rate open term Mortgage will provide you with the option to subsequently convert it to a longer closed term, fixed rate Mortgage without penalty, at any time during the renewal term.
 - c. If you choose to pay out the outstanding balance of your 1 year Fixed Rate open term Mortgage during the renewal term, you will not be subject to the Early Payout Penalty.

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

9. ASSUMABILITY:

This Mortgage is not assumable, unless otherwise required by applicable law in which case the assumption will be subject to satisfying any conditions that we may require.

10. PORTABILITY:

This Mortgage is portable subject to Tru Cooperative Bank's consent. For details, refer to the Standard Charge/ Mortgage Terms.

11. SKIP-A-PAYMENT:

This Mortgage does not permit skip-a-payment.

12. ASSIGNMENT BY Tru Cooperative Bank:

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, Tru Cooperative Bank may assign, transfer, sell, pledge or convey this Commitment Letter (prior to and after any Advances), this Mortgage, or any portion of this Mortgage 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 Tru Cooperative Bank an irrevocable power of attorney coupled with an interest, to execute and register in any applicable land titles or 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 Tru Cooperative Bank or from a Third Party (as consented to by Tru Cooperative Bank), the Borrowers and Guarantors shall make all payments due under this Mortgage to such Third Party as mortgagee hereunder.

I hereby acknowledge receipt of these Additional Provisions

Name

Signature

Date

Name

Signature

Date

Name

Signature

Date

Name

Signature

Date

Name

Signature

Date