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). |
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| AND: |
| **EQUITABLE BANK**, a Schedule I bank governed by the *Bank Act* (Canada), having its head office at 2200-25 Ontario Street, Toronto, Ontario M5A 0Y9, 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). |
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| 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
2. Approved Amount.

Equitable agrees to lend you up to  dollars ($) (the “**Approved Amount**”). The Approved Amount is subject to change from time to time at our sole discretion. 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 (hereinafter defined).

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, Interest Rate Reset Agreement (hereinafter defined), conversion agreement and any other document that we may require, including any amendments of the foregoing, (ii) “**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 Current Principal Amount, the Collateral Loan Debt, Interest, interest on Interest, Late Interest and Costs (each hereinafter defined), (iii) “**Late Interest**” means the additional Interest charged by Equitable on both the principal and interest portion, including interest accrued on fees or other charges, and any late payment, and (iv) “**Collateral Loan Debt**” means all present and future amounts owing by you to us, including interest and costs, pursuant to any other document that you have agreed in writing will be secured by the Property in respect of each Loan, and without limiting the foregoing, Collateral Loan Debt 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.

1. Advancing Funds

Subject to you being in good standing under the Credit Documents and upon authorization by Equitable, we may, in addition to any advance set out in the Commitment Letter, advance you funds as Single Advances and, if your Interest Rate is a variable interest rate, Recurring Advances (collectively referred to as “**Planned Advances**”). For the purposes of this Deed (i) “**Recurring Advances**” means regularly scheduled advances in a pre-determined amount and frequency, subject to any such requirements as Equitable may establish at its sole discretion without notice to you, and (ii) “**Single Advances**” means an advance of funds which is not a Recurring Advance which is subject to such requirements as Equitable may establish from time to time at its sole discretion without notice to you.

Planned Advances may be established or changed by you, subject to our approval, by contacting us. Recurring Advances are subject to minimum amounts of $6,000 annually, $3,000 semi-annually, $1,500 quarterly and $500 monthly, which are subject to change at any time without notice. Single Advance requests must be for at least $5,000, or such other amount established by us from time to time.

1. Maximum Amount Secured.

The maximum amount secured under this Deed is the Total Debt. Notwithstanding the foregoing, we guarantee that as long as you have met your Obligations (as hereinafter defined), the amount you have to pay on the Due Date (as hereinafter defined), will not be more than the Fair Market Value (“**FMV**”), where FMV means the amount that would be paid on the open market, on the applicable date, to buy the Property (as hereinafter defined) assuming there are no legal claims against the Property (the “**Payment Guarantee**”). If you do not agree with our calculation of the FMV, an independent appraiser appointed by us will determine the amount. More than one appraiser/appraisal will be required if you do not agree on the FMV determined by the first appraisal. In such instances, Equitable will appoint three independent appraisers to determine the FMV. The costs for one of the appraisals will be paid directly by you. The appraisers appointed by us will act as experts and not as arbitrators.

The following items are excluded from this Payment Guarantee:

1. Costs; and
2. Interest accumulated after the Due Date.

The FMV that will apply will be the largest of the following amounts:

1. the FMV on the Due Date;
2. the gross proceeds of the sale of the Property, which means the total sale price without any deductions for items such as real estate commissions; or
3. the FMV on the date you fully repay the Total Debt.
4. 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 (as hereinafter defined), discharge or transfer of the Loan;
2. any amounts we are entitled to charge you or pay on your behalf under this Deed, including the administration and servicing fees set out in the Credit Documents;
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;
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 title insurance, including the premium and applicable taxes; 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 payable by you, bear Interest at the Interest Rate then chargeable, and as further defined herein, and form part of the Total Debt.

Equitable may pay any Rents (as hereinafter defined) or satisfy any present or future Taxes, hypothecs, charges, and charges and expenses resulting from the co-ownership and operation of the building where the Property is located and any contribution to a 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. Additional Debt.

Equitable may add amounts to your Debt, including by not limited to:

1. any Taxes or condominium expenses that are not paid as they fall due;
2. any Interest due under this Deed; and
3. any Costs.
4. 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 Approved Amount, even if you have signed this Deed, this Deed has been published, or part of the Approved Amount has previously been advanced to you. Regardless of whether funds are advanced under this Deed, you agree to pay us, immediately upon demand, any and all Costs. The hypothecs created under this Deed will secure such Costs even if Equitable has not advanced any money.

If the requested date of an advance 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), your advance may be advanced on the Business Day prior to the requested date. Once repaid, any amount advanced as part of the Approved Amount cannot be re-borrowed or re-advanced.

1. Holdbacks.

At any time and at our sole discretion, we may hold back any amount from a Planned Advance or the Approved Amount to satisfy items including, but not limited to, Taxes, condominium fees and other expenses. If we are satisfied with the results of our due diligence, we may release all or part of the amount held back.

1. Bank Account for Receipt of Advances.

Any advances you request from Equitable may, at Equitable’s discretion, be payable by direct deposit or cheque, which will be sent to you by regular mail. You agree that the account to which Equitable will advance the funds will be an account which you control. Where there is more than one Borrower, you agree that Equitable will issue the advance(s) solely in the name of one Borrower. In cases where Equitable offers to make funds available to you by direct deposit, you may accept this service by executing any documents as Equitable may require. You will pay us for any processing fees we incur for any actions which we take under this Article.

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

You, when never having been in default under the terms of this Deed, shall have the option at any time during the Interest Rate Term (as hereinafter defined), of converting a variable interest rate to a fixed interest rate at the then current rates we are offering for a reverse mortgage. The selected Interest Rate Term must have a term equal to or greater than the number of months remaining in your current Interest Rate Term, as determined at the time of conversion. The Interest Rate (as hereinafter defined) will be converted for the remaining Interest Rate Term. The Interest Rate for the converted Interest Rate Term shall be based on our prevailing posted interest rate in effect at the time of conversion, plus a premium or minus a discount as established by us, in our sole discretion. The conversion to a fixed interest rate will take effect on the date specified by us in writing. If you decide to exercise this right of conversion, you will agree to also execute, at our request, an amendment setting out the new terms. Unless otherwise specified, an administration fee will apply and will be added to the Debt.

If you are receiving Recurring Advances, you are not eligible to convert to a fixed interest rate unless you stop receiving Recurring Advances. If you convert to a fixed interest rate, any remaining funds allocated to Recurring Advances will be made available as Single Advances.

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

You, when never having been in default under the terms of this Mortgage, shall have the option at any time during the Interest Rate Term, of converting a fixed interest rate to another fixed interest rate at the then current rates we are offering for a reverse mortgage. The selected Interest Rate Term must have a term equal to or greater than the number of months remaining in your current Interest Rate Term, as determined at the time of conversion. The Interest Rate will be converted for the remaining Interest Rate Term. The Interest Rate for the converted mortgage shall be based on our prevailing posted interest rate in effect at the time of conversion. The conversion to a fixed rate will take effect on the date specified by us in writing. If you decide to exercise this right of conversion, you will agree to also execute, at our request, an amendment setting out the new terms. Unless otherwise specified, an administration fee and a conversion differential fee will apply, as set out in the Credit Documents, and such amounts will be added to the Debt.

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. 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 (as hereinafter defined), including any Interest Rate Reset. 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. INTEREST
2. Interest Rate and Interest Accumulation.

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

The annual rate of interest (“**Interest Rate**”) charged under the Credit Documents is variable (compounded monthly, not in advance). The Interest Rate is equal to the Equitable Bank Reverse Mortgage Prime Rate in effect at any given time plus/minus #.###% per annum. The “**Equitable Bank Reverse Mortgage Prime Rate**” is the rate of interest established by us from time to time, at our discretion, as the interest rate then in effect for determining interest on Canadian dollar hypothecs made by Equitable in Canada. The Equitable Bank Reverse Mortgage 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.

You will owe interest from time to time under this Deed and/or the Credit Documents, calculated daily at the applicable Interest Rate (the “**Interest**”). The amount of interest charged under this Deed is determined using the daily equivalent of the Interest Rate. Interest will accrue at the Interest Rate from the date that the funds are advanced and is calculated and added to the Outstanding Balance daily until the Total Debt is repaid in full. Interest is payable both before and after demand and both before and after default and judgment. For the purposes of this Deed, “**Outstanding Balance**” means all completed advances, accrued interest and fees, and charges or costs incurred with respect to the Loan, less any payments.

The Interest Rate will change with any change in the Equitable Bank Reverse Mortgage Prime Rate. If there is a change in the Equitable Bank Reverse Mortgage 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 Bank Reverse Mortgage Prime Rate changes.

For greater certainty, any reference in this Deed to “**variable**” also includes reference to “**adjustable**”, and vice versa.

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

The annual rate of interest (“**Interest Rate**”) charged under this Deed is fixed. The Interest Rate is #.###% per annum (compounded semi-annually, not in advance).

You will owe interest from time to time under this Deed and/or the Credit Documents, calculated daily at the applicable Interest Rate (the “**Interest**”). The amount of interest charged under this Deed is determined using the daily equivalent of the Interest Rate. Interest will accrue at the Interest Rate from the date that the funds are advanced and is calculated and added to the Outstanding Balance daily until the Total Debt is repaid in full. Interest is payable both before and after demand and both before and after default and judgment.

If there is a difference between your Interest Rate and the then current posted Equitable Bank Reverse Mortgage rate for the same interest rate term as your Interest Rate Term at the time of a Single Advance, we will reset the annual interest rate charged under this Deed, effective the date of the Single Advance, to be the weighted average of (i) the Outstanding Balance at your Interest Rate and (ii) the Single Advance at the Reference Rate as defined in your Statement of Disclosure.

1. INTEREST RATE RESET PROVISIONS
2. General.

For the purposes of this Deed (i) “Interest Rate Reset Agreement” means an agreement, notice or written letter, approved by Equitable and at least one of you, confirming the terms of an Interest Rate Reset, (ii) “Interest Rate Reset” means the reset of the Interest Rate on the Interest Rate Reset Date, (iii) “Interest Rate Reset Date” means the last day of the Interest Rate Term, and (iv) “Interest Rate Term” means the length of time for which the Interest Rate is valid.

Your Interest Rate may be reset if Equitable approves the reset. You acknowledge that Equitable is under no obligation to offer a reset to you. An Interest Rate Reset Agreement will conclusively establish any reset of the Interest Rate as well as the terms of that Interest Rate Reset.

This Section is subject to Section 2. An Interest Rate Reset Agreement is not required to reset the Interest Rate at the time of a Single Advance.

1. Interest Rate Reset Services.

Equitable may, at its discretion, send you a document facilitating an Interest Rate Reset and confirming the Interest Rate Reset terms. You agree to sign this document and return it to Equitable.

If an Interest Rate Reset Agreement is sent to you but you do not, by the applicable date, sign and return the Interest Rate Reset Agreement to us, we may, at our option, automatically reset the Interest Rate on the terms contained in the Interest Rate Reset Agreement, and you will be bound by such terms. There may be a fee associated with this automatic reset, and if so, it will be disclosed to you in advance of such reset.

No reset given by us to you shall in any way affect or prejudice our rights against you or any other person. It shall not be necessary to register notice of any such reset or obtain any consents or acknowledgements in order to retain priority of this Deed so altered over any subsequent encumbrance or instrument registered subsequent to this Deed.

1. Publication of Amendments.

You agree that any document or agreement approved by both you and Equitable that changes any term of a Credit Document, including, without limitation, changes to the Approved Amount and any agreement to reset the Interest Rate (each an “**Amendment**”), does not have to be published in the Land Registry Office. Any Amendment will be binding on you, on Equitable, on any transferee of the Property and on any person who has an interest in 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. PAYMENT
2. Repayment.

You promise and confirm that:

1. you will pay the Total Debt to Equitable on demand.
2. you will pay Interest to Equitable on the Total Debt at the Interest Rate and on the terms set out in the Credit Documents.
3. if any payment is late, you will pay Equitable additional Interest as set out in the Credit Documents.
4. Prepayment.

The Total Debt may be prepaid only as set out in the Credit Documents.

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.

Any payment that is due on a day that is not a Business Day must be made on the Business Day immediately preceding the due date. Equitable will consider payments received after 2:00 p.m. (Eastern Standard Time) to have been made on the next Business Day.

1. Application of Payment.

When Equitable receives a payment from you relating to the Loan, Equitable will first apply it to Costs, if any, then to Interest, and finally to reduce the amount that is outstanding from time to time under the Loan, not including Interest (the “**Current Principal Amount**”). Equitable may also decide to apply a payment to other amounts you may owe to third parties whose claims might constitute a higher priority interest to the Loan, for example Taxes, in any order Equitable d etermines in its sole discretion.

If an Event of Default has occurred (as hereinafter defined), then Equitable may apply a payment received in whatever order it may elect as between the Costs, Current Principal Amount and any other amounts payable by you under the Loan.

1. Payment upon Event of 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, all of the Total Debt will, at Equitable’s option, immediately become due and payable.

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

1. HYPOTHECS
2. 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

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|   |
|  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**”); and
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.
5. Additional Hypothec.

To secure any other amount you may owe us under the terms of this Deed, including Costs incurred to recover the Outstanding Balance 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.

At your request and if Equitable approves, you may borrow from us additional amounts, 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 reason.

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, 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;
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); or
8. any co-borrower dies.

The terms and conditions applicable to any additional borrowing (in excess of the Approved Amount or under a new Loan) 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.

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.

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.

1. Periodic Confirmations.

On an annual basis, or any other frequency as we may determine, you will provide confirmations about your circumstances, including, but not limited to, providing the following information:

1. confirmation that items including, but not limited to, property taxes, insurance premiums and condominium fees and other expenses are up-to-date;
2. verifications of the condition of the Property;
3. confirmation of occupancy of the Property and your marital status; and
4. any other information as we may require.
5. Change in Your Status.

You, your attorney, executor or administrator, as applicable, will notify Equitable immediately on the occurrence of any of the following:

1. your death; and
2. the date you move to a long term care facility or retirement residence.
3. Individual and Joint Liability.

Each borrower is individually and jointly liable with the other(s) for all amounts owing under the Loan and by any other authorized person or signatory. We may rely on instructions from any one of you, or anyone acting on your behalf.

1. Powers of Attorney.

We may, in our sole discretion, refuse to accept a validly executed Power of Attorney or allow the attorney to complete the transaction requested, or we may refuse to act on the attorney’s instructions. Such circumstances include, but are not limited to, situations where:

1. your attorney’s instructions do not appear, in our sole discretion, to be in your best interest or we have reasonable grounds to believe the acts or omissions of your attorney expose, or may expose, you, Equitable or the Property to financial, regulatory or reputational risk;
2. we believe the Power of Attorney has been revoked or invalidly granted;
3. your attorney's instructions are in conflict with one or more of our policies or procedures; or
4. we cannot verify the identity of your attorney.

If we accept your Power of Attorney, and your attorney is the executor or the administrator of your estate, he or she must notify us in writing immediately of any of the events specified under “Change in Your Status”, above.

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 Property will be occupied by you as your principal residence and you will occupy the Property not less than six months of every 12 month period;
3. 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:
* 
1. you will notify us of any changes in the contents of the declarations you have made in this Section;
2. there has not been a deterioration in your creditworthiness since the date I/we signed the Commitment Letter; and
3. there is no secondary financing being placed on the Property on the date of advance.
4. OTHER OBLIGATIONS OF THE BORROWER
5. 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 the Credit Documents.
* If you do not pay the Total Debt to Equitable or perform your other Obligations as provided in 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 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.
2. 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 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). You agree to provide Equitable with a copy of the applicable documents, including a registered title change document, and you agree that all costs associated with such amendment are your responsibility.

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. You hereby authorize the municipality to release all tax information on the Property to Equitable.

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. You also agree to provide any information or document that we 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. 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 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 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 and Event of Default, enter and inspect the Property and conduct any environmental testing, site assessment, investigation or study, which we or they may deem necessary; and
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 must have been approved by us. 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 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.

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; or
4. you allow a legal hypothec to be published against the Property for more than ten (10) days;

then Equitable may cancel any or all Planned Advances, create a holdback, and 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 added, in Equitable’s sole discretion, in whole or in part to the Total Debt.
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 item (ii) above. 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.

You 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 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. 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 or any other person including your spouse, and you hereby acknowledges and agrees that you have 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).

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 acknowledge that such custodian or agent will have no liability whatsoever to you 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 in place of Equitable, provided that until Equitable gives notice of such appointment to you, you and shall continue to deal with Equitable in matters pertaining to the servicing or administration of the Loan.

You and each 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 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.

Any payments made by Equitable under this Section 7 will be added to the Total Debt.

1. SPECIAL PROVISIONS RELATING TO CONDOMINIUM (applies ONLY when the hypothec charges a fraction of a property that is a residential condominium unit)
2. 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 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 5, you hypothecate to us 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 5, 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 8 even if Equitable would not have been able to exercise your right to vote.
11. 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 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.
7. 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 5.

1. RIGHTS OF EQUITABLE
2. 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; and/or
4. any Borrower.

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 so long as any part of the Total Debt remains unpaid.

No security 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, 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 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 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
2. Event of Default.

If you do not comply with any of your Obligations, including, but not limited to, if you are unwilling or unable to pay the Total Debt on the Due Date (as defined below) 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. if you have made any material misrepresentation to Equitable;
2. if we suspect that you are using Funds or the Property for illegal purposes;
3. if we reasonably suspect that you are connected to fraud, theft or any other offence;
4. if we have reasonable grounds to believe your actions or omissions expose, or may expose, you, Equitable, or the Property to financial, regulatory or reputational risk;
5. if you fail to pay the Total Debt on the Due Date;
6. any other situation where you do not comply with your Obligations;
7. 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;
8. 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);
9. you sell or transfer all or part of the Hypothecated Property in contravention with the provisions of this Deed or the Credit Documents;
10. 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;
11. 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;
12. you or we discover that the Property did or does contain Urea Formaldehyde Foam Insulation;
13. your Property is abandoned; and
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.

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. Due Dates

Your Total Debt is due on the earliest of the following events (each a “**Due Date**”):

1. the date the Property, or your interest in the Property, is sold, transferred or otherwise conveyed, whether in whole or in part;
2. 180 days after the death of the last of the borrowers;
3. the first year anniversary of the date the last of the borrowers has moved into a long-term care facility or retirement residence; or
4. the date on which an Event of Default occurs.
5. OUR RIGHTS IN CASE OF DEFAULT
6. Enforcing Equitable’s Rights.

Upon the Occurrence of an Event of Default, 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. 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*. Where permitted by law, Equitable is under no obligation to provide prior notice to you of its enforcement of rights as set out in this Deed.

In addition, 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 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; and
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 to meet those obligations.

In some cases, we may not enforce our rights on a particular Default by you. However, by doing so, we are not waiving any other existing Default by you, or any other Defaults by you 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 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. processing each application for conversion, including any interest rate differential charges;
5. investigating, preparing and issuing statements, files, letters, demands or other correspondence in connection with enforcing your Obligations under the Loan;
6. processing each restructuring or other Amendment of the Loan or amounts secured by this Deed, whether or not completed;
7. investigating the status of any insurance and administering insurance cancellations and paying insurance premiums;
8. processing any assumption or port of the Loan which has been approved by Equitable;
9. investigating the status of Tax payments and administering Tax payments;
10. 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;
11. 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);
12. 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
13. 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 Total Debt, or balance of the Loan payable upon the occurrence of an Event of Default and the balance declared due is paid prior to the Due Date, you agree to compensate us as liquidated damages for costs reasonably incurred by us and not as a penalty (in addition to Costs), 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, as the case may be.

1. Payment after Due Date.

Where there is a Default after the Due Date, you may pay the outstanding Total Debt 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 Total Debt 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. Right of Set-Off.

The Borrower 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. MISCELLANEOUS PROVISIONS
2. Arbitration.
3. You agree that arbitration is a more efficient and cost effective way to resolve claims than court litigation.
4. 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.
5. 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.
6. 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.
7. 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.
2. 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.
3. 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.
4. 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. by transmitting it by facsimile to the Borrower;
3. by transmitting it via e-mail to the Borrower;
4. 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
5. 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;
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;
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.
6. 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
4. 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, who signed this Deed, of all of the Obligations under it. This means that each Borrower 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, Equitable or 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 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 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 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 hereby irrevocably consent 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 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.

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, or change in the Interest Rate, will apply not only to those who approve the Amendment but also 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
2. 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 6 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. 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
2. 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 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.
3. 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. 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 ,  (20) 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.

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