

9. Title to the property must be acceptable to our Solicitor who will ensure that the Borrower(s) have good and marketable title in fee simple to the property and that the property is clear of any encumbrances which might affect the priority of this Mortgage. Street Capital Bank of Canada will require a Lender policy of Title Insurance to be obtained prior to closing. The cost of this insurance will be payable by the Borrower(s). In order to obtain Title Insurance, the following will be required: (a) confirmation that property taxes are up-to-date; (b) confirmation that adequate fire insurance is in place; (c) a legal description of the property; and (d) the completed forms as required by the service provider assigned by Street Capital Bank of Canada to close this transaction. (Solicitor)
10. Street Capital Bank of Canada refuse any subsequent financial charges to be registered against the subject property without our approval. (Solicitor)

## Instructions

1. No deletions from or additions to the Mortgage are permissible unless approved by Street Capital Bank of Canada. (Applicant)
2. The Instructions to Solicitor will set out the Lender name and service address to be used for mortgage registration purposes. Street Capital Bank of Canada may request the mortgage be registered in its name or one of its entities or custodians (Computershare Trust Company of Canada or AST Trust Company (Canada)). (Applicant)
3. Street Capital Bank of Canada reserves the right, should the property taxes fall into arrears, to take over the payment of property taxes and bill the mortgagor(s) with their regular principal and interest payments. Any fees and penalties incurred as a result of the property tax arrears will be the sole responsibility of the Borrower(s). (Applicant)
4. Street Capital Bank of Canada reserves the right to decline or amend the commitment if the property is not being occupied as your principal residence. (Applicant)
5. You agree that we may share information concerning you with (a) any proposed assignee of this commitment or the mortgage loan, (b) our duly authorized agents and representatives who are engaged in the processing or servicing of your mortgage, (c) any parties necessary or desirable in connection with any sale or securitization of this mortgage loan (d) organizations with which the Lender has strategic alliances who may use such information to provide you from time to time with information on financial products which may be of interest to you and (e) any third persons, including credit bureaux, credit reporting and collection agencies, financial institutions, your past and present employers, creditors and tenants, your spouse or any other person who has information about you for the purposes of recording, evaluating and responding to your application for mortgage financing or related activities. If you prefer that your personal information not be shared with any party referred to in subsection (d) of this Section, you may so advise us in writing at any time and we will not share the information with them. You agree that we and the parties referred to in subsections (a), (b) and (c) of this Section may obtain information about you from any third persons, including credit bureaux, credit reporting and collection agencies as we may deem advisable and such information will be used by us for the purpose of recording, evaluating and responding to your application for mortgage financing or related activities and for ongoing administration of the Mortgage. (Applicant)
6. Street Capital Bank of Canada reserves the right to amend or cancel this application COMMITMENT if the documentation received is not satisfactory and/or if it differs from the information shown on the application. We will also not be liable for any legal fees already incurred by the solicitor assigned to this transaction. (Applicant)
7. A tax instalment, equal to the estimated yearly taxes and divided by the number of mortgage payments per year, will be collected together with the principal and interest mortgage payment starting on the first payment date. The collection of this tax payment will enable Street Capital Bank of Canada to pay the property taxes on an ongoing basis. The borrower may be responsible for a portion of the current year's realty tax bill depending upon the closing date of this transaction. In order to ensure that there is no deficit in the realty tax account throughout the taxation cycle, Street Capital Bank of Canada may, at its sole discretion and as it deems necessary, either (a) withhold an amount from the mortgage proceeds on closing (realty tax holdback) and credit this amount to the borrower's tax account associated with the mortgage; or (b) increase the original tax payment at any time after closing. (Broker)

## Other

1. ERRORS AND OMISSIONS EXCEPTED (Applicant)