

CANADIANOXY BUILDING,CALGARY  
635 - 8TH AVENUE S.W.  
CALGARY, ALTA., T2P 3M3

MR GERARD LEVESQUE  
CALGARY, AB

Home Phone  
Business Phone

February 18, 2010

**Our Commitment to Lend and Disclosure Statement**

Mortgage Loan Number: \_\_\_\_\_

We have approved your application for a loan for a 3 year fixed rate closed term for the property described below, subject to the terms and conditions in Our Commitment to Lend and Disclosure Statement and the schedule to it (the "commitment"). Please read this document carefully. If you require further information, please contact the branch representative shown below. Thank you for choosing Bank of Montreal for your mortgage needs.

**Section 1 – Loan Information**

The loan must be secured by a mortgage or hypothec over the following property:

Title: Freehold

**Registered Owners**  
(to appear on the title deeds)

MR GERARD LEVESQUE

**Loan Details**

Term of the loan 3 years  
Amortization period 300 months

Rate guarantee period: Start 01/25/2010 Expiry 04/25/2010  
Basic loan

Your fixed interest rate per year 3.300 %  
calculated half-yearly not in advance

Total loan (principal amount)

What we'll pay to you or as you direct  
Your total regular payment:  
Instalment (principal and interest)

Date funds are to be advanced March 1, 2010  
Payment frequency twice a month on the 1st & 15th  
Term of the loan begins on the  
interest adjustment date March 1, 2010  
Date of first regular payment March 15, 2010  
Date of last regular payment March 1, 2013  
Balance due date March 1, 2013  
Kind of term Closed

Total instalments (principal and interest)  
Estimated principal on balance due date

Your servicing branch is: CALGARY TRANSIT:  
Your branch representative's name and phone number is:  
The lawyer or notary for the contract will be:

CALGARY, AB,  
Telephone  
Fax

We have the right to ask you to choose another lawyer or notary that we approve.

## Section 2 – Cost of Borrowing and Discharge Fees

### Cost of Borrowing

In working out your cost of borrowing, we have made the assumptions shown in the schedule to this commitment.

Estimated appraisal fees	\$0.00
Interest over the term of the loan	
Default insurance premium and application fee (this is a cost of borrowing on a low ratio loan)	\$0.00

Total cost of borrowing over the term of the loan

Cost of borrowing over the term of the loan expressed as an annual percentage rate (APR) is:

3.300 %

If the interest rate is fixed, it's calculated half-yearly, not in advance. If the interest rate is variable, it's calculated monthly, not in advance.

### Consent to Waive Timing of Disclosure:

The law requires us to give you the disclosure in this commitment two clear business days before you and we enter into this commitment. If you're receiving the disclosure less than two clear business days before you and we enter into this commitment, unless you tell us otherwise and request a delay in the date funds are to be advanced, we will assume that you consent to being provided with the disclosure before you and we enter into this commitment.

### Discharge Fees

Except where a fee below is zero, we charge a fee to discharge our security (or to transfer it, if we must transfer the benefit of our security to someone else instead of discharging it). The fee today, which is subject to change without prior notice, is:

Discharge	\$0.00
Transfer	\$300.00

## Section 3 – Additional Terms

This commitment includes: (1) the terms in our schedule to the commitment and (2) the terms and conditions set out below. A copy of our schedule is attached to this commitment or accompanies it. The commitment contains information that the law requires us to give you. For example, the schedule shows how we set our variable interest rates, and shows your options to prepay.

### Specific terms applicable to this commitment

**Our interest rate guarantees.** We guarantee that your interest rate won't go above the stated rate, if we make the loan within the rate guarantee period shown in Section 1. We also guarantee that, if our posted interest rate for the kind of term drops below your interest rate during the rate guarantee period and before we make the loan, your interest rate will be the lower rate. If we lower your interest rate, we'll lower your instalment so that your amortization period stays the same. We can at any time without notice cancel this commitment if we don't make the loan within the rate guarantee period. However, we'll set a new rate guarantee period if (a) you and we agree to a different kind of term, or (b) your rate guarantee period is longer than 90 days and you change the date funds are to be advanced to a new date that is more than 90 days after the rate guarantee start date.

### Specific conditions applicable to this commitment

**Condominiums.** The lawyer or notary must obtain an estoppel certificate and review the condominium by-laws.

## Section 4 – Other

**Life, accident and illness insurance.** If you don't have the optional life insurance or accident and illness insurance that we've arranged for an insurer to make available for eligible borrowers, and would like to apply for it, please contact us.

**Language.** The parties agree that this agreement and any related documents be drawn up in English. Les parties conviennent que le présent contrat et tous les documents s'y rattachant soient rédigés en anglais.