

XXXXX Name of corporation XXXXXX domiciled and residing at XXXXX Street Address XXXXXX in the City of XXXX City XXXX Province of XXXXX Province XXXXXX, (hereinafter referred to as the "Borrower") hereby appoints AKAL Mortgages Inc. (hereinafter referred to as "AKAL Mortgages"), a corporation legally constituted in the province of Ontario, and having its Head Office at 238 Britannia Rd E, Mississauga, ON L4Z 1S6, herein acting and represented by XXXXXXXX Agent/Broker XXXXXX duly authorized as he so declares, as his exclusive agent for the term hereinafter established with the exclusive right to negotiate and procure for the Borrower from a bona fide lender (the "Lender") an offer to finance (the "Offer") for the project herein after described (the "Project") the whole under the terms and conditions stipulated herein. Borrower agrees NOT to approach the lenders, syndicate mortgage lender partners, co-brokers directly or indirectly for this or future transactions:

1. PROJECT DESCRIPTION:

To secure a loan for XXXX Security Address XXXXX.

1. TERMS AND CONDITIONS:

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)

***** Transfer Information from Letter of Interest / Discussion Paper *****

OR

***** May attach as a schedule to this Mandate *****

- 8)
- 9)
- 10)
- 11)
- 12) Funding Date:
- 13) Use of Funds:
- 14) Expiry of LOI:



2. DURATION:

The present Mandate is exclusive and irrevocable for a term of 90 days and shall take effect upon signing hereof. The term however shall commence once all necessary documents and information relevant to this Mandate, and required by AKAL Mortgages, the potential Lender or by any other institution of loan insurance, such as, plans, estimates, financial statements, copies of leases, security, warranty and any other document as requested have been delivered to AKAL Mortgages in person, by registered mail or messenger. At the expiry of each term, the Mandate will be considered to be automatically renewed for an additional term equal to the original term mentioned above, unless the Borrower(s) advises AKAL Mortgages in writing that they do not wish to have the Mandate extended.



3. BORROWER(S)S OBLIGATION:

In consideration of the services to be rendered by AKAL Mortgages, the Borrower(s) undertakes and agrees as follows:

- a) The Borrower(s) shall be bound to accept the Offer if it conforms to the provisions described above;
- b) Upon signature of these presents, the Borrower(s) shall pay unto AKAL Mortgages a nonrefundable application fee (the "Fee") in the amount of \$XXXXXXXXXX representing the costs and disbursements related to the general execution of the present mandate;
- c) The Borrower(s) further undertakes to pay AKAL Mortgages and/or its nominee remuneration (the "Remuneration") in the amount representing X.XX % of the quantum of the financing obtained, (the "Commission"); The minimum Commission amount to be paid by the "Borrower(s)" will never be lower than XXXXXXXXXXXXXXXXXXXX in the event that the established and agreed percentage of the quantum of financing obtained is lower than this amount. Such Commission shall become due and payable to AKAL Mortgages upon the issuance of a term sheet from the Lender to finance with the terms and conditions hereinabove stipulated and or such other amounts, rate, and terms as the Borrower(s) may have accepted. In the event AKAL Mortgages and/ or its nominees, executes its obligations hereunder and acquires the Offer and the Borrower(s) declines same for whatever reason, then AKAL Mortgages shall be entitled to claim from the Borrower(s) its Commission and all other damages incurred;
- d) The Borrower(s) hereby agrees and undertakes to pay the Commission immediately upon reception of the Offer or, with the consent of AKAL Mortgages, in two installments: N/A of the Commission upon acceptance of the term sheet and the remaining balance directly from the proceeds of the initial advance of the financing. Failing which, instructions and authorizations will be given to the executing notary, lawyer, Lender and/or any other party responsible for the disbursement of the proceeds to withhold the said sum from the proceeds and remit same directly to AKAL Mortgages. This Mandate will also serve as an irrevocable letter of direction to the acting notary, lawyer, Lender and/or any other party responsible for the disbursement of the proceeds to remit to AKAL Mortgages the aforementioned Commission at the closing from the proceeds of the loan. The Borrower(s) recognizes that AKAL Mortgages can receive compensation from the financial institution/private lender with which it intends to negotiate my mortgage loan and facilitate its underwriting and/or any other goods and services supplier referred to;
- e) In the event that during the Term of the present Mandate, the Borrower(s) directly or indirectly accepts financing from a third party for the purpose of financing the Project, then the Borrower(s) shall ipso facto become responsible for the payment of the Commission and shall pay the said sum unto AKAL Mortgages upon demand;
- f) The Borrower(s) recognizes that in the event that the project is financed within a period of 365 days following the expiration of the present Mandate by any Lender initially approached by AKAL Mortgages in execution of this Mandate, the Borrower(s) shall be liable for payment of the Commission as set forth herein and shall remit payment upon demand;
- g) Should the Borrower(s) obtain financing for any other transaction or purpose within a period of 36 months following the expiration of this Mandate for his personal benefit or for that of a person affiliated with him, from any Lender that has issued a commitment letter pursuant to this Mandate, the whole whether such financing has been procured with or without the intervention and or assistance of AKAL Mortgages, then the Borrower(s) shall be liable for the payment of a commission upon demand at a percentage equal to the percentage mentioned at paragraph 3.c of the quantum of financing obtained for any other transaction or purpose;
- h) The Borrower(s) undertakes to pay all application fees and any such disbursements as may be requested by any Lender. Said disbursements shall be payable upon the Borrower(s)'s acceptance of the Lender's Offer or as they may be requested by the Lender;
- i) The Borrower(s) undertakes to pay all costs related to any property inspection reports, appraisal reports and environmental reports that may be required by the Lender including any third party professional and/or legal fees related to the financing and the execution of necessary documents;
- j) The Borrower(s) undertakes to complete and sign a standard application form, as well as any



other form as required by AKAL Mortgages &/or the Lender, in relation to the execution of the Mandate;

- k) The Borrower(s) certifies that any information he has provided is accurate and that all further representations to be made and all documents to be submitted to AKAL Mortgages and/ or its nominee or to the Lender shall be true, complete and exact. The Borrower(s) shall indemnify, defend and hold AKAL Mortgages, its directors, officers and employees harmless from and against any liability, cost or claim, damage or expense resulting from incorrect or incomplete information supplied by him and/or on his behalf. It is understood that should the Borrower(s) cease to become eligible for the financing at a later date, after same has been approved and accepted by the Lender because of false representations made by the Borrower(s) and/or on his behalf or because of a document submitted containing false or inaccurate information, the Borrower(s) will be liable nonetheless for the payment of AKAL Mortgage's Commission as established in paragraph 3.c) of these presents and obliges himself to pay such remuneration upon demand.
- l) If the client(s) attempts to obtain or obtains financing from another source at which time a fee of 2% of the total mortgage amount is immediately payable for breach of contract and for services already rendered by the agent.



4. DECLARATIONS:

- a) The Borrower(s) declares that he is presently not party to any other mandate concerning the Project and that at the date of these presents, there exists no financing request pending approval thereof;
- b) In the event where the Borrower(s) mentioned herein is a corporation, the undersigned herein mentioned declares that:
 - 1) he is a signing officer of the corporation and is duly authorized to sign on its behalf;
 - 2) he is jointly and severally responsible of the Borrower(s)'s obligations mentioned in the present mandate.

5. AUTHORIZATIONS:

- a) The Borrower(s) hereby authorizes the Lender, AKAL Mortgages, and/or its nominee to obtain information on his personal credit status as required for the proper execution of the present Mandate and hereby authorizes and directs any personal information agent, financial institution, fiscal authority, employer, creditor, public organization and any other individual to communicate to the Lender, AKAL Mortgages and/or its nominee any information of financial nature concerning him and further acknowledges, accepts and authorizes that this information be disclosed by AKAL Mortgages to any potential Lender, assignee or other individual or company related to or necessary for the execution of this Mandate;
- b) The Borrower(s) authorizes AKAL Mortgages to install a sign on the Project's site.



6. GENERAL DISPOSITIONS:

- a) If all or part of any section, paragraph or provision of this Mandate is held invalid or unenforceable, it shall not have any effect whatsoever on any other section, paragraph or provision of this Mandate;
- b) This Mandate shall be construed and enforced in accordance with the laws in force in the Province of Ontario;
- c) This Mandate shall bind the Parties hereto as well as their respective successors, heirs and assignees.

7. ACKNOWLEDGMENT:

Each party represents that they and their counsel have had an adequate opportunity to review and revise each and every component of this Agreement before executing same and that any rule of interpretation to the effect that ambiguities are to be resolved against the drafting party shall not apply to this Agreement. The Borrower(s) acknowledges that the information supplied to AKAL Mortgages for the loan request is truthful and accurate. The Borrower(s) acknowledges having received a duly executed copy of the presents. A copy of the present authorization is considered as binding as the original. The singular number shall be deemed to include the plural and any gender shall be deemed to include the neuter, masculine or feminine where required.

Borrower's Name:

Date

Title:

(I have the Authority to bind the corporation)

ACCEPTANCE

I, the undersigned, XXXXXXXXXXXXXX, duly authorized representative of AKAL Mortgages Inc, do hereby accept the above noted Mandate and agree to its execution, the whole in accordance with the terms, conditions and stipulations therein mentioned.

Per:

Date

Agent/Broker, AKAL Mortgages Inc.

Lic# 10845, Independently Owned & Operated