

## CANADA

### PROVINCE OF NEWFOUNDLAND AND LABRADOR

TO WIT:

#### STATEMENT WITH WARRANTIES

We, \_\_\_\_\_ and \_\_\_\_\_, of \_\_\_\_\_, in the Province of Newfoundland and Labrador, make oath and say as follows:

1. We are the Mortgagors making the within Mortgage (the "Mortgage") and thereby mortgaging the property described therein, or described in the Schedule thereto annexed (the "Property") unto the Mortgagee named therein (the "Mortgagee") and as such, we have personal knowledge of the facts herein set forth.
2. The words "Spouse", "Matrimonial Home", "Marriage Contract", "Cohabitation Agreement" and "Separation Agreement" as hereinafter used shall have the same meanings as defined in the Family Law Act, RSNL1990, c. F-2 (the "Act"). At the date of execution of the Mortgage:
  - a) We are at least 19 years of age;
  - b) We are spouses of one another;
  - c) the Property is/is not a Matrimonial Home;
  - d) We have not at any time entered into a Cohabitation Agreement, a Marriage Contract, or a Separation Agreement that involves or affects the Property;
  - e) We have not had any former spouse or cohabiting partner with any right, title or interest in or claim to the Property under the Act;
  - f) We agree to mortgage our interest in the Property; and
  - g) no other person had any vested rights or any unregistered interest in the Property.
3. In consideration of completing the mortgage of the Property, we warrant that:
  - a) there are no leased chattels affixed to or situate in or on the Property;
  - b) any chattels included in the sale of the Property are unencumbered;
  - c) the mortgage of the Property is an "Exempt Supply" as defined in the Excise Tax Act, R.S.C. 1985, c. E-15; and
  - d) the Property does not contain Urea Formaldehyde Foam Insulation.

which warranties shall survive the closing of the mortgage of the Property and notwithstanding such closing shall continue in full force and effect for the benefit of the Mortgagee.

4. We have not:

- a) operated a proprietorship, been a partner in a partnership or been a director of an incorporated Company that is or was an employer under the provisions of the Workplace Health, Safety and Compensation Act, RSNL1990, c. W-11;
  - b) operated any venture required to collect or pay a Provincial tax or royalty; or
  - c) made an Assignment in bankruptcy pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3.
5. We are residents of Canada within the meaning of the Income Tax Act, R.S.C. 1985 (5<sup>th</sup> Supp.), and have no present intention of changing this status.
6. We are not employers under:
  - a) the Labour Standards Act, RSNL1990, c. L-2; or
  - b) the Revenue Administration Act, SNL 2009, c. R-15.01.
7. At the date of execution of the Mortgage we were not liable for any tax or other debt imposed under:
  - a) the Revenue Administration Act, SNL2009, c. R-15.01;
  - b) the Excise Tax Act, R.S.C. 1985, c. E-15.
8. To the best of our knowledge, information and belief at the date of execution of the Mortgage:
  - a) there was no underground oil tank located on the Property, and we have never been aware of any oil leak on the Property, either before or during our ownership;
  - b) there were no statutory liens of any kind whatsoever charging or encumbering our assets and specifically the Property;
  - c) and there are no outstanding judgments registered with the Office of the High Sheriff of Newfoundland and Labrador against us.
9. We make this Statement conscientiously believing the information contained herein to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the Canada Evidence Act, R.S.C. 1985, c. C-5 knowing that it is an offence to make false statements.

10. All Acts of Canada or the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

**STATED** to before us  
at \_\_\_\_\_, in the  
Province of Newfoundland and  
Labrador, this \_\_\_\_ day of \_\_\_\_\_,  
201\_\_:

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Witness by a Notary Public/  
Commissioner for Oaths