

# Secured Line of Credit for Purchase

**Amending Agreement**

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| Borrower(s) Name | Co-Borrower(s) Name |
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| --- | --- | --- |
| Secured Line of Credit Number | Reference No. | Date |
|  |  |  |
|  |  |
| Solicitor Name | Solicitor |

|  |  |
| --- | --- |
| Telephone No. | Fax No. |
| ( ) | ( ) |

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| --- |
| Municipal Address and Legal Description |
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Unless otherwise defined in this Amending Agreement, all capitalized terms contained in this Amending Agreement shall have the meaning ascribed to such terms in your Secured Line of Credit product letter and your **“secured line of credit products and services agreement”** (collectively, the “**SPLC Documents**”). Save as amended by this Amending Agreement, all terms and conditions of the SPLC Documents remain in full force and effect, unamended as of the date of this Amending Agreement.

As you have applied for a Simplii Financial™ secured line of credit (“SPLC”) for the purpose of purchasing property, we will forward to your solicitor funds to be applied towards the price of the property you are purchasing on or before the date when your purchase transaction is scheduled to close. Notwithstanding the terms and provisions of your **“secured line of credit products and services agreement”**, your acknowledgment and direction and the **“products and services agreement”** brochure, you will not have access to your SPLC or the funds in your SPLC until such time as a Personal Banking Representative has contacted you to confirm that your SPLC has been activated. Interest accrues on your SPLC from the date on which we forward the funds to your solicitor. Accordingly, you will incur and are responsible for interest charges from, including and following the date on which we forward the funds to your solicitor, even if your purchase transaction is delayed. We may charge your SPLC for accrued interest charges. If your purchase transaction fails to close and we do not activate your SPLC, you remain fully liable for and are required to pay all interest which has accrued on your SPLC between and including the date on which we forward the funds to your solicitor and the date on which your solicitor returns all of the funds to us.

**Acknowledgment**

If two or more persons sign this Amending Agreement, each person’s liability will be joint and several and communication with any of them will serve as notice to them all.

**Borrower(s)**: You acknowledge having received a copy of this Amending Agreement and agree to the terms in it.

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| Name of Borrower (please print) |  | Signature of Borrower |

|  |  |  |
| --- | --- | --- |
| Name of Borrower (please print) |  | Signature of Borrower |