

APPENDIX "A"

PART 1: PROJECT DESCRIPTION

<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Project Name & Civic Address</div> <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Legal description of land:</div> <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Project Type</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <input type="checkbox"/> New construction <input type="checkbox"/> Acquisition & rehabilitation <input type="checkbox"/> Acquisition only <input type="checkbox"/> Acquisition & Conversion <input type="checkbox"/> Acquisition/Conversion from Non-residential </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Dwelling type:</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <input type="checkbox"/> Single Detached <input type="checkbox"/> Duplex <input type="checkbox"/> Triplex <input type="checkbox"/> Row <input type="checkbox"/> Stacked <input type="checkbox"/> Apartment(# of units) <input type="checkbox"/> Rooming House (# of beds) </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Heating fuel</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <input type="checkbox"/> Oil <input type="checkbox"/> Wood <input type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Other </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Heating System</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <input type="checkbox"/> Forced air <input type="checkbox"/> Hot water/baseboard radiation <input type="checkbox"/> Electric/baseboard radiation <input type="checkbox"/> Other (describe) _____ </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Construction method</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <input type="checkbox"/> Woodframe/stick built <input type="checkbox"/> Masonry <input type="checkbox"/> Steel frame <input type="checkbox"/> Other (specify) _____ </div>	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Recipient Name & Contact info.</div> <div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Phone # _____</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Recipient Type</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <input type="checkbox"/> Non-Profit Housing Corporation <input type="checkbox"/> Housing Cooperative <input type="checkbox"/> Other (specify) _____ Date of Incorporation or Registration in MB: _____ </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Tenant / Resident Type</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <input type="checkbox"/> Family <input type="checkbox"/> Single <input type="checkbox"/> Senior <input type="checkbox"/> Other (specify) _____ </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Tenure Type</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <input type="checkbox"/> Owner Occupied <input type="checkbox"/> Rental <input type="checkbox"/> Rent to Own <input type="checkbox"/> Cooperative <input type="checkbox"/> Other(specify) _____ </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Property Management by</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <input type="checkbox"/> Applicant <input type="checkbox"/> Other (describe) _____ </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Proposed Construction Contract</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <input type="checkbox"/> General Tender <input type="checkbox"/> Construction Management <input type="checkbox"/> Other (describe) _____ </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Services Installed</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <input type="checkbox"/> Sanitary Sewers <input type="checkbox"/> Storm Sewers <input type="checkbox"/> Combined Sewers <input type="checkbox"/> Well <input type="checkbox"/> Septic Field <input type="checkbox"/> Municipal Water <input type="checkbox"/> Curbs <input type="checkbox"/> Paved Roads <input type="checkbox"/> Sidewalks <input type="checkbox"/> Natural Gas <input type="checkbox"/> Hydro </div>
<div style="border: 1px solid black; padding: 10px; margin-left: auto; margin-right: auto; width: 80%;"> <p>I certify that this a true description of the Project as of the date of this Agreement:</p> <p>Initials of Authorized Officer: _____</p> <p>Date: _____</p> </div>	

Appendix "A" - Part 1: Project Description (continued)

Unit Description		
UNIT TYPE	# UNITS	UNIT SIZE (Sq. Feet or Metres)
1 bedroom		
2 bedrooms		
3 bedrooms		
4 bedrooms		
other _____		
TOTALS		

COMMON AREAS (include laundry room, etc.)	SIZE (Sq. Feet or Metres)
TOTALS	

GROSS AREA OF HOUSING COMPLEX	FT/M ²	LAND AREA	FT/M ²
Floor Area			
Contacts	Address	Contact Person	Phone #
Architectural Firm			
Lender			
Contractor			
Developer			
Law Firm			
Other (specify)			

GST REGISTRATION NUMBER: _____

PROJECTED TIMELINE:		
Property Possession Date:	Construction Start Date	Occupancy Date
YY/MM/DD	YY/MM/DD	YY/MM/DD

I certify that this a true description of the Project as of the date of this Agreement:

Initials of Authorized Officer: _____

Date: _____

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PART 3: ESTIMATED OPERATING EXPENSES AND REVENUES

Estimated Operating Expenses	Recipient's Estimate	Approved Estimate
Maintenance		
1. Maintenance and Repairs		
2. Elevator		
3. Snow and Waste Removal		
4. Grounds Maintenance		
5. Other (specify)		
6. Sub-total Maintenance (add lines 1 to 5)		
Utilities		
7. Heating		
8. Light and Power		
9. Water, Sewer Rate or Tax		
10. Janitorial (payroll/supplies)		
11. Security		
12. Other (specify)		
13. Sub-total Utilities (add lines 7 to 12)		
Administration		
14. Management (fees/salaries/supplies)		
15. Audit		
16. Property Taxes (excluding water and sewer)		
17. Insurance		
18. Contingency for Vacancies and Bad Debts		
19. Replacement Reserve		
20. Other Expenses (attach details)		
21. Sub-total Administration (add lines 14 to 20)		
22. Total Operating Expenses (add lines 6, 13 and 21)		
23. Plus: Annual Loan Repayment (from Appendix A Part 4)		
24. Total Annual Expenses (add lines 22+23)		

Residential Revenue/Rent	Recipient's Estimate	MHRC Approved Rent per unit
1. Base shelter monthly		
Unit Type A: # ___ x \$ _____ =		
Unit Type B: # ___ x \$ _____ =		
Unit Type C: # ___ x \$ _____ =		
Unit Type D: # ___ x \$ _____ =		
Additional Revenue:		
2. Laundry (monthly)		
3. Parking # Stalls ___ x \$ _____ =		
4. Other (describe) _____		
5. TOTAL MONTHLY REVENUE POTENTIAL		
6. TOTAL ANNUAL REVENUE POTENTIAL		

I certify that this a true description of the Project as of the date of this Agreement:

Initials of Authorized Officer: _____

Date: _____

APPENDIX "A"

PART 4: SOURCES OF FUNDING

Financing Information	Recipient's Estimate	Approved Estimate
Sources of Funding (specify sources and amounts)		
1. Recipient Contribution		
2. Approved Lender - (specify source) Mortgage Term: _____ years Interest Rate: _____ % Amortization Period _____ years Annual Loan Repayment: \$ _____ (principal and interest)		
3. Other Approved Lenders (if any) (specify source, amount and terms)		
4. MHRC Loan _____ up to _____		
5. Other Funding Sources (if any):		
6. Total Funding (add lines 1 to 5)	0	0
Total Approved Estimated Project Costs (from Part 2)		

I certify that this a true description of the Project as of the date of this Agreement:

Initials of Authorized Officer: _____

Date: _____

MORTGAGE Form 11.4

(APPENDIX "B" to the Financial Assistance Agreement)

District of [Insert district name] Mortgage Encumbrance Mortgage of Mortgage/Encumbrance
 ESTATE AFFECTED Freehold Leasehold

1. **MORTGAGOR/GRANTOR OF ENCUMBRANCE (Encumbrancee)** include address and postal code
 [Insert name and address of Mortgagor]

COVENANTOR (if any) include address and postal code

see schedule

2. **LAND DESCRIPTION**

[Insert legal description(s) of the property or properties]

TITLE NUMBER(S) [Insert title number(s)]

MORTGAGE/ENCUMBRANCE NUMBER(S)

see schedule

3. **MORTGAGEE/ENCUMBRANCER** include address and postal code
 THE MANITOBA HOUSING AND RENEWAL CORPORATION,
 202 - 280 Broadway, Winnipeg, Manitoba, R3C 0R8

see schedule

4. **NAME AND ADDRESS OF MORTGAGEE/ENCUMBRANCER FOR SERVICE** include postal code
 SAME AS ABOVE.

see schedule

5. **TERMS**

The following terms are incorporated herein:

(a) Standard Charge Mortgage Terms filed as Number 1028245

name CANADA MORTGAGE AND HOUSING CORPORATION

(b) The terms attached hereto as schedule(s)

In this instrument, unless otherwise specified, "herein" means this instrument, all schedules to this instrument and the terms referred to in Box 5.

Where there is insufficient space in this form for all signatures, one or more Mortgagors may sign the schedule identified in Box 7 and attached hereto and/or one or more Covenantors may sign the schedule identified in Box 9 and attached hereto, and such signature or signatures shall bind and obligate the person or persons so signing to the terms herein in the same manner as if such person or persons had signed this form.

6. **PAYMENT PROVISIONS**

see schedule

(a) Principal Amount \$ [Insert amount.]	(b) Interest Rate XXX% per annum	(c) Calculation Period XXX			
(d) Interest Adjustment Date	Y M D XX XX XX	(e) Payment Date and Period	(f) First Payment Date	Y M D XX XX XX	
(g) Last Payment Date	Y M D XX XX XX	(h) Amount of Each Payment Dollars \$ XXX			
(i) Balance Due Date	Y M D XX XX XX	Guarantee Mortgage <input type="checkbox"/>			

Additional Provisions

see schedule A

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
Certificate of Registration	
Registered this date _____	
as No. _____	
I certify that the within instrument was registered in the _____ Land Titles Office and entered on Title No. _____	
_____ For District Registrar	
MORTGAGE	

IMPORTANT NOTICE: The Mortgage Act provides that the Mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every twelve months, or as needed for pay off or sale.

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

 NOTE: SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE.
 TO BE READ AS INCLUDING ALL Mortgagor(s) whether individual or corporate.

7. SIGNATURE OF MORTGAGOR/ENCUMBRANCEE see schedule

Strike out inappropriate statement(s) and initial

1. I am/entitled to be an/the owner of the Land/Mortgage/Encumbrance of the land.
2. As security for performance of all my obligations herein, I hereby mortgage/encumber to the Mortgagee/Encumbrancer my interest in the Land/Mortgage/Encumbrance of the land.
3. I promise to pay the principal amount and interest and all other charges and money hereby secured and to be bound by all the terms herein.
4. I acknowledge receipt of a copy of this instrument and all of the terms herein.
5. I am of the full age of majority.
6. The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:
 - a) the within land is not farm land as defined in The Farm Lands Ownership Act.
 - b) the interest in the farm land is being mortgaged/encumbered pursuant to a bona fide debt obligation.
 - c) other (specify section of The Farm Lands Ownership Act)

9.		DATE
10.		Y M D
	Witness Name Signature	
	Witness Name Signature	
	Witness Name Signature	

Attach affidavit of subscribing witness if the witness is other than an officer as defined in subsection 72(4) of The Real Property Act.

8. TYPE OF PROPERTY Residential Farm Commercial

9. SIGNATURE OF COVENANTOR see schedule

I acknowledge receipt of a copy of this instrument and all of the terms herein and I agree to perform my obligations herein.

		DATE
		Y M D
	Witness Name Signature	
	Witness Name Signature	

10/11. HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT

Note: For consent by widow(er) or surviving common-law partner, see section 22 of The Homesteads Act.

I, the spouse or common-law partner of the Mortgagor/Encumbrancee, consent to the disposition of the homestead effected by this instrument and acknowledge that:

1. I am the first spouse or common-law partner to acquire homestead rights in the property; or
 A previous spouse or common-law partner of the Mortgagor/Encumbrancee acquired homestead rights in the property but those rights have been released or terminated in accordance with The Homesteads Act.
2. I am aware that The Homesteads Act gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

		DATE
		Y M D
	Name of Spouse or Common-Law Partner Signature of Spouse or Common-Law Partner	
	Name of Witness Signature of Witness	

A Notary Public in and for the Province of Manitoba
 A Commissioner for Oaths in and for the Province of Manitoba
 My commission expires: _____
 Or other person authorized to take affidavits under The Manitoba Evidence Act. (Specify) _____

12. INSTRUMENT PREPARED BY *include address and postal code*

13. ENCUMBRANCES, LIENS AND INTERESTS - The within document is subject to instrument number(s)

14. INSTRUMENT PRESENTED FOR REGISTRATION BY *include address, postal code, contact person and phone number*

SCHEDULE

Additional Information

Page 1 of 1 Pages

SCHEDULE A

(insert letter)

The Mortgagor acknowledges that the Mortgagee agreed to lend monies to the Mortgagor up to the principal amount set out in this Mortgage, on the terms set out in a certain Financial Assistance Agreement between the Mortgagor, as Recipient, and the Mortgagee dated _____, 20__ (the "FAA").

In consideration for making the loan, and as security for repayment of the loan according to the terms of the FAA, the Mortgagor hereby mortgages the land to the Mortgagee.

The following are additional terms of this Mortgage:

1. The Mortgagor agrees that "The Manitoba Housing and Renewal Corporation" replaces "Canada Mortgage and Housing Corporation" wherever it appears in the Standard Charge Mortgage Terms registered as Number 1028245, which are incorporated into and form part of this Mortgage.
2. The Mortgagor agrees that default under, or a breach of, the FAA by the Mortgagor constitutes default under, or a breach of, this Mortgage by the Mortgagor.
3. The Mortgagor agrees that a demand for payment made by the Mortgagee in accordance with the FAA constitutes a demand for payment under this Mortgage.
4. The Mortgagor agrees that it is not entitled to a discharge of this Mortgage until all amounts due and payable to the Mortgagee under the FAA have been fully paid.

This Schedule forms part of _____ a Mortgage _____, from
(Instrument Type)

**THE MANITOBA HOUSING AND
[Insert name of Mortgagor] to RENEWAL CORPORATION** _____, dated

this _____ day of _____, 20__.

[Insert name of Mortgagor]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

APPENDIX "D"

MHRC'S CONFLICT OF INTEREST POLICY AND GUIDELINES

INTRODUCTION

The Manitoba Housing and Renewal Corporation (MHRC) in coordination with the Province of Manitoba is charged with the responsibility of protecting the public interest, particularly in regards to accountability for the spending of tax dollars. External agencies are perceived by the public as extensions of government. As such, boards of directors and employees of external agencies delivering services on behalf of government are accountable to the public and are particularly vulnerable to charges of conflict of interest. As a funder of many external agencies, the Province of Manitoba expects agencies to adopt the following conflict of interest policy and guidelines for their boards of directors and employees.

By stating clearly the standards of conduct expected of board members and employees, the guidelines serve as a preventative measure so board members and employees do not inadvertently place themselves in a position of perceived, potential or actual conflict of interest. Furthermore, the sections dealing with disclosure and appeals provide for avenues to clarify and resolve issues before they become a problem.

The aim of the conflict of interest guidelines is to strike a balance between legitimate protection of public interest and the protection of the board members' and employees' personal and professional interests.

It is the responsibility of the board of directors to ensure that these guidelines are communicated to all board members and employees of the individual external agencies and to establish procedures for ensuring compliance with the standards set out in the policy and guidelines.

POLICY STATEMENT

The Province of Manitoba expects boards of directors and employees of external agencies which it funds to maintain high standards of integrity, impartiality and ethical conduct. Board members and employees must be constantly aware of the need to avoid situations which might result either in actual, potential or perceived misconduct, or conflicts of interest and to conduct themselves in a manner which commands the respect and confidence of their fellow citizens.

This policy, including disclosure requirements, applies to all members of the boards of directors and all employees of external agencies. The policy and guidelines contained herein should complement rather than replace the provisions of relevant legislation, or any other statute, collective agreement, rule or statement which applies to boards of directors or employees of external agencies, and in the event of a conflict, relevant legislation shall govern and supersede this policy.

DEFINITION

A conflict of interest is any situation in which a board member or employee of an external agency has an employment, business or personal interest which results or appears to result in:

- (a) an improper material interest or an advantage by virtue of the person's position;
- (b) an interference with the objective exercise of the person's duties.

A material interest includes any matter or situations where a board member or employee has a direct or indirect financial or other interest beyond the interest of an ordinary citizen.

REQUIREMENTS FOR DISCLOSURE

Members of the boards of directors and employees of external agencies are responsible for disclosure of any situation or matter where they have an actual or perceived conflict of interest or the potential for a conflict of interest.

Conflict of interest declarations should be filed annually at a minimum or updated immediately where:

- (a) an actual, potential or perceived conflict situation arises where none existed previously;
- (b) change occurs which alters the nature or degree of the conflict, subsequent to a declaration being made.

Where a conflict of interest has been found to exist, the board member or employee, if necessary, will be required to take steps to avoid the conflict of interest. As well, where a perceived or potential conflict situation may exist, the board member or employee will be provided with advice on what steps need to be taken to remove the perception of or other potential for a conflict of interest.

Where a board member is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the board of directors.

A board member shall disclose in writing to the board of directors, or request to have entered in the minutes of meetings of the board of directors, the nature and extent of his/her interest.

The board of directors shall decide by majority vote of other members at the meeting whether a perceived or actual conflict of interest exists in the case of a board member.

No board member shall be present during any discussions of the board or vote on any matter where it has been decided that a material interest exists. The minutes of the board meeting shall in each case record the member's disclosure of interest and the fact he/she took no part in the discussion or decision. In addition, the board member must refrain from attempting, directly or indirectly, to influence the decision of the board.

The board of directors may choose to delegate to an executive committee of the board, the authority to decide whether a material interest exists for board members.

If the executive committee of the board cannot decide, the matter shall be referred to the full board for decision.

Where an employee is unsure whether any conflict of interest may exist, it is his/her responsibility to seek clarification from the board of directors or the board's delegate.

An agency employee shall disclose in writing to the board of directors, or the board's delegate, the nature and extent of his/her interest.

The board of directors shall decide by majority vote whether a perceived, potential or actual conflict of interest exists in the case of an employee.

The board of directors may choose to delegate to the executive director or executive management committee, the authority to decide whether a material interest exists for employees, subject to a quarterly review and ratification of those decisions by the board.

If the board's delegate cannot decide, the matter shall be referred to the board of directors for decision.

No employee shall participate in negotiations, decision-making or activities where it has been decided that a material interest exists.

GUIDELINES

The range, complexity and unique nature of individual external agencies' activities are such that it is not possible to outline all conflict of interest situations.

- 1) Board members and employees shall not engage directly or indirectly in any personal business transaction or private arrangement for personal profit which accrues from or is based upon their official position or authority or upon confidential or non-public information which they gain by reason of such position or authority.
- 2) Board members and employees shall not divulge confidential or restricted information to any unauthorized person or release such information in advance of authorization for its release.
- 3) Board members and employees shall not act in any official matter where there is a personal interest which is incompatible with an unbiased exercise of official judgement.
- 4) Board members and employees must declare where they have direct or indirect personal business or financial activities which conflict with their official duties and responsibilities.
- 5) Board members and employees shall not place themselves in a position where they are under obligation to any persons who might benefit from special considerations or favours on their part.

APPEALS

A board member who disputes the manner of application of these guidelines within his/her agency may appeal such application to an independent arbitrator agreed to by both parties.

An employee who disputes the manner of application of these guidelines may appeal such application to the board of directors.

A board member or employee, at his/her option, may have a representative present at the appeal.

DISCIPLINARY ACTION

Departure from any of these rules by board members, without the specific prior approval of the majority of board members, may be cause for dismissal from the board.

Departure from any of these rules by employees, without the specific prior approval of a board of directors, or board's delegate, may be cause for disciplinary action.

SPECIFIC PROVISIONS FOR AGENCIES

While the guidelines mentioned above should be sufficient to protect against conflict of interest in a vast majority of cases, individual agencies may wish to develop additional more specific conflict of interest guidelines. In certain cases, the Minister may request more specific conflict of interest guidelines. These additional guidelines may also be necessary in response to particular statutory requirements, specific operational requirements, problems unique to a particular agency or at the request of Government.

On request, any additional guidelines developed for an organization should be made available to Government for approval prior to distribution and implementation.