

Schedule of Required Clauses For Attachment to Construction Charges/Mortgages

Due on Demand

SCHEDULE

Additional Provisions

PROVIDED also that the Chargor/Mortgagor shall have the privilege of prepaying the whole, or any part of the principal sum hereby secured at any time or times, without notice or bonus.

PROVIDED ALSO that the within Charge/Mortgage shall fall due and be payable upon the sale or transfer of the within lands. Provided that this clause shall be inapplicable where the transferee or purchaser has been approved by the Chargee/Mortgagee to assume the Charge/Mortgage herein and has executed all necessary documentation in connection therewith, including credit information, application to assume, membership application and assumption agreement.

PROVIDED FURTHER that the terms of this Charge/Mortgage may be amended or extended from time to time by mutual agreement between the Chargor/Mortgagor and the Chargee/Mortgagee and the Chargor/Mortgagor hereby further covenants and agrees that, notwithstanding that the Chargor/Mortgagor has disposed of his interest in the lands hereby secured, the Chargor/Mortgagor will remain liable as a principal debtor and not as a surety for the observance of all the terms and provisions hereof and will, in all matters pertaining to this Charge/Mortgage, well and truly do observe, fulfill and keep all and singular the covenants, provisoes, conditions, agreements and stipulations in this Charge/Mortgage or any amendment or extension thereof, notwithstanding the giving of time for the payment of the Charge/Mortgage or the varying of the terms of the payment thereof or the rate of interest thereon or any other indulgence by the Chargee/Mortgagee to the Chargor/Mortgagor, and whether or not such extension or amending agreement shall be registered or not, the Chargor/Mortgagor, his successors and assigns or anyone claiming through or under him, shall be bound thereby.

The Chargor/Mortgagor covenants and agrees that payments on account of the Charge/Mortgage herein shall be payable and are to be received by the Chargee/Mortgagee on or before the hour of 2:00 o'clock p.m. on the due date, and any payment received after such time shall be credited only to the Charge/Mortgage account on the business day next following the due date.

THIS CHARGE/MORTGAGE is a building Charge/Mortgage, and the principal will be advanced from time to time at the discretion of the Chargee/Mortgagee, in accordance with the progress of the building to be erected on the said lands. The Chargee/Mortgagee may at any time refuse to make advances hereunder.

IN ADDITION TO all obligations of the Chargor/Mortgagor contained herein, the Chargor/Mortgagor hereby agrees to pay for all legal fees, disbursements, inspection fees, appraisal fees and any other fees deemed to be necessary for the purpose of this Charge/Mortgage and to be determined in the sole discretion of the Chargee/Mortgagee. Any such fees and disbursements shall be deductible from any advance made pursuant to this Charge/Mortgage.

NOTWITHSTANDING any deductions from the advances made pursuant to this Charge/Mortgage, such moneys so deducted shall be deemed to have been advanced pursuant to this Charge/Mortgage.

The Chargee/Mortgagee shall be allowed a reasonable time following payment in full of the principal, interest and all other sums secured by the Charge/Mortgage, to provide the Chargor/Mortgagor with a discharge of a Charge/Mortgage or an assignment or transfer of the Charge/Mortgage if so required and directed by the Chargor/Mortgagor. The discharge, assignment or transfer shall be prepared by the Chargee/Mortgagee at the expense of the Chargor/Mortgagor.

The amount of principal secured by this Charge/Mortgage of Land, and the rate of interest chargeable thereon is as indicated on the Mortgage Loan Commitment and/or on the face of the Charge/Mortgage over the commercial Prime Rate charged by DUCA at its Head Office in Toronto from time to time, calculated monthly, not in advance.

PROVIDED THIS CHARGE/MORTGAGE TO BE VOID upon payment of the amount indicated on this Charge/Mortgage of lawful money of Canada with interest indicated on the Mortgage Loan Commitment and/or on the face of the Charge/Mortgage over the commercial Prime Rate charged by DUCA at its Head Office in Toronto from time to time, calculated monthly.

The whole of the said principal sum indicated of this Charge/Mortgage shall become due and payable on DEMAND and interest at the said rate calculated as aforesaid as well after as before maturity and both before and after default on such portion of the principal as remains from time to time unpaid as indicated on this Charge/Mortgage.

The Chargor/Mortgagor agrees to pay to the Chargee/Mortgagee its administration and/or servicing fees for any missed or late payments and for processing each "NSF" cheque or other returned payment. Provided that if any cheque or other payment is returned, any replacement payment shall be by certified cheque or bank draft. The Chargor/Mortgagor further agrees to pay to the Chargee/Mortgagee its servicing fees for preparation of any information or discharge statement. In the event DUCA is forced to manage said property because of any default, it is agreed by the Chargor/Mortgagor that a 3% Management Fee of the balance outstanding may be charged.

PROVIDED that the Chargor/Mortgagor shall pay to the Chargee/Mortgagee a fee for each advance and inspection, which fee, if not paid, may be added to the principal balance outstanding and shall be secured by this Charge/Mortgage. The Chargee/Mortgagee is hereby authorized to deduct such fee from each advance.