

STANDARD CHARGE TERMS  
CLAUSES TYPES DE CHARGE

SET OF STANDARD CHARGE TERMS

Filing No. 2023-02 .....Cote

Filing Date 2023/03/13 .....Date de Dépôt

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*Land Registration Reform Act*



DIRECTOR OF TITLES

DIRECTRICE DES DROITS IMMOBILIERS

Filed by **Investors Group Trust Co. Ltd.** .....

(name of person filing)

The following set of standard charge terms shall be deemed to be included in every charge in which the set is referred to by its filing number, as provided in section 9 of the Act.

.....

(List terms, numbered consecutively)

## SET OF STANDARD MORTGAGE TERMS

**Filed By:** INVESTORS GROUP TRUST CO. LTD.  
**Province:** All provinces  
**Filing Name:** IG Collateral Mortgage  
**Filing Number:** 2023-02

The following set of standard mortgage terms is included in every mortgage in which it is incorporated by reference thereto, or, as the case may be, in every mortgage to which it is attached, except to the extent that the provisions of these terms are modified by additions, amendments or deletions as set forth elsewhere in the mortgage.

### PART 1 - DEFINITIONS

In this set of standard mortgage terms, unless otherwise defined or the context in which they are used necessarily otherwise requires, the following words and expressions mean:

- (a) **Applicable Law** means all applicable federal, provincial and municipal laws (including statutes, regulations made under statutes, rules, by-laws, policies and guidelines, standards, orders, permits, licenses, authorizations, approvals, common law and equity) applicable to the Land and Your Property, pursuant to which you provide the Mortgage to us, and which govern the Mortgage, whether at the date of the present Mortgage or hereafter in force and effect.
- (b) **Condominium Act** means the legislation enacted in the jurisdiction in which Your Property is situated which authorizes or provides for the establishment of condominium or strata title property regimes (whether entitled "Condominium Act", "Strata Titles Act" or otherwise) as such legislation is amended, enacted or re-enacted from time to time, and, "condominium unit" shall have the same meaning as "strata unit" or "strata lot", as the case may be.
- (c) **Credit Document** means any agreement, instrument, or document, existing now or in future, that gives rise to any Obligations Secured, and any renewals, replacements, extensions, amendments, restatements and substitutions therefor, and "**Credit Documents**" means each and every one of them.
- (d) **Guarantor** means any person who guarantees the Obligations Secured as a guarantor or as a covenantor, or who has otherwise, directly or indirectly, as principal debtor or as surety, agreed to pay or perform, or guaranteed payment or performance of, any part of the Obligations Secured and shall include the heirs, executors, administrators, successors and assigns of the Guarantor.
- (e) **Hazardous Substance** means a substance or condition that is prohibited, controlled or otherwise regulated under Applicable Law or is otherwise hazardous in fact such as contaminants, pollutants, toxic, dangerous or hazardous substances, toxic, dangerous or hazardous materials, designated substances, controlled products, including without limitation, wastes, subject wastes, urea formaldehyde foam type of insulation, asbestos or asbestos-containing materials, PCBs or PCB contaminated fluids or equipment, explosives, radioactive substances, petroleum and associated products, underground storage tanks or surface impoundments

- (f) **Interest Adjustment Date** means the interest adjustment date described in the Registered Mortgage Form.
- (g) **Interest Rate** means, in reference to a Loan or any other of the Obligations Secured, the rate of interest applicable thereto in accordance with section 3.1 and described in the Registered Mortgage Form.
- (h) **Land** means the land legally described in the Registered Mortgage Form.
- (i) **Lease** means, if applicable the lease under which you now or hereafter hold possession of Your Property as lessee or tenant thereof.
- (j) **Loan** means a loan or credit facility which the Mortgage is intended to secure and which may be referred to in a Credit Document, and "**Loans**" means each and every Loan.
- (k) **Mortgage**, when used as a noun, means the Registered Mortgage Form and these Terms, and includes all components of said mortgage or charge in addition to these Terms, and any renewals or amendments to such mortgage or charge.
- (l) **Mortgage Insurer** means any of Canada Mortgage and Housing Corporation, Canada Guaranty Mortgage Insurance Company, Sagen Mortgage Insurance Company Canada, and any of their respective successors and assigns.
- (m) **Obligations Secured** means the Loans, and all other obligations, liabilities and indebtedness now or hereafter owing by you to us, whether reduced or extinguished from time to time and afterwards increased, and whether any of such liabilities or indebtedness arise from dealings between us or from any other dealings or proceedings by which we may be or become, in any manner whatsoever, a creditor of you, and whether such obligations, liabilities and indebtedness are incurred by you alone or with any other person, and whether so incurred by you as principal, guarantor, surety or otherwise;
- (n) **Principal Amount** means the amount advanced by us as indicated in the Mortgage, and also includes any such amounts re-advanced by us to you on a subsequent date.
- (o) **Registered Mortgage Form** means the form of Mortgage, stipulated by Applicable Law, to which these Terms are attached or incorporated by reference.
- (p) **Registry Office** means the office from time to time established under Applicable Law for the registration, filing or similar recording of the Mortgage, and which includes a record or records of the Land and interests (or some of the interests) therein.
- (q) **Regular Payment Date** means the dates set out in the accompanying schedule(s) to the Registered Mortgage Form, and also means such dates as changed in accordance with the terms of the Mortgage, Credit Document or by agreement between you and us.
- (r) **Schedule** means any document or schedule (except these Terms) attached to and forming part of the Registered Mortgage Form.
- (s) **Section** refers to a numbered section in these Terms.

- (t) **Terms** means this set of standard mortgage terms and which is either incorporated (pursuant to Applicable Law) by reference thereto into the Mortgage in a part of the Mortgage other than these Terms, or which is physically attached to and forms part of the Registered Mortgage Form.
- (u) **we, our** and **us** mean the mortgagee or chargee described in the Registered Mortgage Form and identified or described as such, and the successors and assigns of the mortgagee or chargee.
- (v) **you** and **your** mean each person who signs the Mortgage as mortgagor, and the legal representatives, successors and assigns of the mortgagor.
- (w) **Your Property** means the Land and all buildings, constructions, improvements and structures now on same or later added, and anything now or later attached to or affixed to the building or the Land, including additions, alterations, substitutions and improvements, together with all growing things (including crops and trees and products of the soil) on, under or upon the Land, all other fixtures including but not limited to fences, installations for heating, plumbing, air conditioning, ventilation, lighting, water heaters, windows, doors, and, unless legally excluded from your ownership of the Land, all mines and minerals and sand and gravel on, under or upon same, and together with all from time to time existing easements, covenants, powers, privileges and other rights appurtenant to or benefiting the Land.

Unless otherwise specified in a part of the Mortgage other than these Terms, all statements of or references to money amounts shall be taken to mean and refer to amounts in Canadian dollars.

## **PART 2 - MORTGAGING AND PROMISE TO FULFILL OBLIGATIONS**

**2.1** In return for our extending credit to you (including our making the Loan or any of it to you from time to time):

- (a) You promise and agree to pay, fulfill and perform all of the Obligations Secured in accordance with their terms, and you promise us that all representations or other statements which you have made to us, or which you make to us in the future pertaining to you, the Obligations Secured, and Your Property, contained in any Credit Document, in the Mortgage or elsewhere is now and will, as and when made in the future, be true and correct;
- (b) Except where the Land is situated in Alberta, to secure the payment, fulfillment and performance of the Obligations Secured, if you are the owner of Your Property, you mortgage and charge to us your entire present and future interests in Your Property together with all remedies, rights and powers available to us pursuant to Applicable Law and under the Mortgage;
- (c) if the Land is situated in Alberta, for the better securing to us of repayment in the manner aforesaid of the principal sum, interest and other monies secured hereby, you hereby mortgage to us all of your estate and interest in the Land; and
- (d) regardless of where the Land is situated, to secure the payment, fulfillment and performance of the Obligations Secured, if you are a tenant or lessee of Your Property under a Lease, you mortgage, charge and sublease to us your entire present and future interests (including any present or future option or right of first refusal to purchase and any present or future option or right given to you to renew or extend any term of your Lease) in Your Property, for the term, including any

renewals or extensions of the term (excepting always, in all cases, the last day of any such original or renewed or extended term).

Our interest in Your Property ends when you have paid, fulfilled and performed all of the Obligations Secured and you and we have agreed that the Mortgage will thereafter not be available to secure new credit or advances.

### **PART 3 - TERMS OF PAYMENT AND REPAYMENT OF YOUR MORTGAGE LOAN**

#### **3.1 INTEREST RATE**

- (a) **Applicability of Interest:** Interest is chargeable on, and forms part of, the Loans and the Obligations Secured and is payable by you at the rate or rates, and with the frequency, and at the times, and otherwise, in accordance with the terms of the applicable Credit Document and this Mortgage.
- (b) **Calculation of Interest:** Any interest that is chargeable on and forms part of the Obligations Secured is not payable in advance (unless a Credit Document provides otherwise), but is chargeable and payable at the rate or rates, and with the frequency, and at the times and otherwise as specified by the terms of a Credit Document and this Mortgage, both before and after any default hereunder, any maturity of the Obligations Secured to which the interest relates and any judgment obtained with respect to the Obligations Secured to which the interest relates, until all such interest and the Obligations Secured to which the interest relates have been paid in full. Interest unpaid when due in accordance with the terms of a Credit Document or this Mortgage will be added to the Obligations Secured and bear compound interest at the Interest Rate and with the frequency and at the times as specified by the terms of a Credit Document and this Mortgage.
- (c) **Maximum Rate of Interest:** If the Interest Rate under the terms of a Credit Document exceeds the maximum rate permitted by Applicable Law, then, notwithstanding the terms of the Credit Document, the interest rate will be deemed to be such maximum rate.
- (d) **Rate of Interest on Registered Mortgage Form:** If a rate of interest is set out on the Registered Mortgage Form, the Interest Rate on the Obligations Secured will nonetheless be the Interest Rate specified by the terms of the applicable Credit Document(s), but if no rate of interest is specified for any portion of the Obligations Secured, then the applicable Interest Rate for such Obligations Secured will be that which is set out on the Registered Mortgage Form.
- (e) **Interest on Costs.** If any obligation on your part to pay our costs arises under the Mortgage, you will pay interest on such costs (and interest on overdue interest) from the time they arise until paid as follows: (i) if such costs arise under a Credit Document, then the interest will be paid on such costs at the Interest Rate and with the frequency, and otherwise, in accordance with such Credit Document; and (ii) if such costs arise solely under this Mortgage, without regard to a particular Credit Document, then we will attribute such costs to any Credit Document that we choose and interest on such costs will be payable at the Interest Rate, with the frequency, at the times, and otherwise, in accordance with such Credit Document.
- (f) **Interest on Advances.** Interest on advances or re-advances or money starts on the date and on the amount of each advance or re-advance, and accrued on the money until the date you have paid or are deemed under the Mortgage to have

paid, all of the Obligations Secured. Interest accrues on, and is payable for, the actual dates of advances and payment or deemed payment.

### **3.2 REPAYMENT OF THE LOANS**

#### **(a) Payment on Demand**

You agree to pay the Loans and/or the Obligations Secured immediately on demand by us, unless the provisions of the applicable Credit Document expressly provide otherwise.

#### **(b) Currency and Place**

You will pay the Loans and/or the Obligations Secured to us at the address set out in the Registered Mortgage Form showing same or in such other address as may be stated in any Credit Document or as may be otherwise advised to you by us. We may change the place for you to make payments by notice to you at any time. Payments received by us after 6 P.M. or on a Saturday, Sunday, or statutory holiday shall be deemed to be received on and shall not be applied to the Obligations Secured until the next day which is not a Saturday, Sunday or statutory holiday.

#### **(c) Bank Account for Payments**

You must maintain an account with a Canadian financial institution (a chartered bank, trust company, credit union or caisse populaire) and provide us with authorization to automatically debit each payment of principal, interest, taxes and life insurance premium (if applicable) when due. You must make sure that the account always contains sufficient funds to meet each payment. Failure to maintain sufficient funds in the account, cancellation of the authorization or closing of the account will be considered to be a default under the Mortgage. You agree to immediately pay us our from time to time existing administration and processing fees for any actions which we have to take under this section and if you do not pay them, we will add them to the Obligations Secured and until you have paid them to us, they will be subject to interest at your Interest Rate and will be secured by the Mortgage.

#### **(d) Application of Your Payments**

Each payment by you will be applied to your outstanding balance in the following order (a) to pay collection expenses including legal fees incurred by us, if any; (b) to bring into good standing any accounts in which funds are held pending payment to third parties, including accounts which are or have been debited in respect of the Obligations Secured or the Mortgage, including tax accounts ("Escrow Accounts"); (c) to pay interest or to reduce the interest on the principal amount accumulated to but not including the date upon which such payment is received; and (d) to reduce the Obligations Secured. However, if you are in default of any of the Obligations Secured, we may apply your payment or any other money we receive towards any part of the outstanding Obligations Secured we choose.

(e) **Prepayment Privileges**

Your rights, if any, to prepay any portion of the Loans secured by this Mortgage may be contained in the applicable Credit Document or in the Registered Mortgage Form.

**PART 4 - PROVISIONS RELATING TO THE SECURITY**

**4.1 CERTAIN PROMISES YOU MAKE TO US**

- (a) You represent, covenant, warrant and agree with us that:
- (i) you will pay the Obligations Secured as required by the Mortgage and the Credit Documents, will pay property taxes assessed against Your Property to us or the tax office as applicable and you will comply with all other obligations of the Mortgage and the Credit Documents;
  - (ii) unless you are the tenant or lessee of Your Property, you have good title to your interest in Your Property and are the lawful freehold owner of the Land and there are no encumbrances affecting title to Your Property, excepting only ones which we have agreed to in writing;
  - (iii) you have the right to mortgage your interest in Your Property and give us the Mortgage;
  - (iv) you and Your Property are in compliance with all Applicable Law;
  - (v) there are no limitations or restrictions affecting title to your interest in Your Property or affecting the use of Your Property, except for any restrictions registered in the applicable Registry Office and except for building and zoning laws, and you and Your Property are in compliance with all such restrictions and all applicable laws;
  - (vi) to pay, except where prohibited by Applicable Law, all of our fees and costs, including legal costs, and on a solicitor and his own client full indemnity basis, to:
    - (A) inspect Your Property;
    - (B) investigate title to Your Property;
    - (C) prepare and register the Mortgage and other security, or renewals thereof, including all necessary steps to advance and secure the money and to report to us;
    - (D) collect the Obligations Secured;
    - (E) enforce the terms of the Mortgage, including efforts to compel you to perform your promises and agreements under the Mortgage;
    - (F) to take and keep possession of Your Property;
    - (G) to protect, preserve and defend our interest in the Mortgage and Your Property;

- (H) to remove, dispose or, or to otherwise deal with personal property left on the Land;
- (I) to insure our interest in Your Property;
- (J) to appraise Your Property;
- (K) in Ontario, if you make the request to us in writing, to prepare a discharge of the Mortgage when you have paid and satisfied all of the Obligations Secured under the Mortgage;
- (L) to prepare statements for discharge or assumption purposes;
- (M) to prepare renewal, extension, or assumption agreements or other Credit Documents;
- (N) to receive and process requests for assumption, extension, or renewal, restructuring, reinstatement or other amendment of the Mortgage, whether or not completed;
- (O) to effect an assumption or transfer of the Mortgage;
- (P) to do anything which you have promised to do, but have not done;
- (Q) to pay any money, which, if not paid, would result in a default under any other debts, claims or interests or which might result in a sale or transfer of Your Property;
- (R) to pay and cause to be discharged any debts, claims or interests which are not permitted by us; and
- (S) to ensure that title to Your Property is subject only to such encumbrances that are registered in the applicable Registry Office at the time that the Mortgage was registered and any unregistered charges and encumbrances which were approved by us in writing.

All our fees and costs are immediately payable by you to us and if you do not pay them, we will add them to the Obligations Secured and until you have paid them to us, they will be subject to interest at your Interest Rate and will be secured by the Mortgage.

- (vii) to the best of your knowledge and belief, after reasonable enquiry and investigation:
  - (A) no part of Your Property or of any adjoining land is or has ever been used to manufacture, refine, handle, treat, store, dispose of or otherwise deal with any Hazardous Substances except in compliance with all laws, regulations and orders; and
  - (B) no part of Your Property contains, has ever contained or will in the future contain any Hazardous Substance, which may lower the value of or adversely affect the marketability of Your Property.



We may (but are not obligated to) require you, at your expense, to obtain an environmental audit of all or any part of Your Property, which environmental audit shall be satisfactory to us, but such audit does not relieve you from your obligations under this section.

If we determine that Your Property or any adjoining land is or has become contaminated with any Hazardous Substances (whether by virtue of the conducting of an environmental audit or otherwise), you will be and be deemed to be in default under the Mortgage and we need not advance or further advance any value (or further value) to or for you.

You agree that we will not be responsible to you or to anyone else by virtue of the existence (now or in the future) of any Hazardous Substance in and about Your Property or by virtue of our conducting one or more environmental audits or by virtue of our choosing to ameliorate or to attempt to ameliorate the existence and effect of any such Hazardous Substance, and you indemnify us for any liabilities, costs (on a solicitor and his own client full indemnity basis) or claims which we may suffer or sustain by virtue of the existence (present or future) of any Hazardous Substance in or about Your Property. You agree that this indemnification shall continue in effect after repayment of the Obligations Secured and after the discharge of the Mortgage.

- (viii) for as long as the Mortgage is not discharged, you will not permit any Hazardous Substance to be in or about Your Property, you will immediately advise us if you learn of the existence of any Hazardous Substance in or about any property adjoining Your Property and you will, in the use and occupation of Your Property, at all times, comply with all laws pertaining to the protection of the environment;
  - (ix) you will, at your expense, execute such further assurances of your interest in Your Property as may be requisite and sign any other document or take any further action which we may, in our opinion, think necessary to ensure that all your interest in Your Property has been fully charged to us and that the Obligations Secured are adequately secured;
  - (x) if you default in any of the Obligations Secured, we will be entitled to have possession of Your Property without any interference and free and clear of all encumbrances and other claims and interests excepting only those to which we have consented in writing, provided that we will not be deemed to be in possession of Your Property nor will we be taken by you or anyone else to have acquired management or control of Your Property until we or our agent has taken actual physical possession thereof; and
  - (xi) you will take any action necessary to protect your title to Your Property, and will not in any way interfere with our interest in Your Property.
- (b) If you are a tenant or lessee of Your Property, you represent, covenant, warrant and agree with us that:
- (i) Your Property is leased to you under a valid Lease (a copy of which you have given us) and it will at all times while the Mortgage is not discharged, be a valid lease in full force and effect and in good standing, and that you

have a good leasehold title to Your Property validly issued to you under Applicable Law;

- (ii) all rents and other moneys payable under the Lease have been paid and you have complied with all of your other obligations set out in the Lease, in both cases up to the date you sign the Mortgage;
- (iii) you have the unconditional consent of your landlord or lessor (or if such consent has been issued under conditions, we have agreed to same in writing), or, you have the right without such consent, to charge your interest in the Lease to us, and any such consent is in writing and has been provided to us;
- (iv) there are no limitations on your interest in the Lease or in your landlord's or lessor's ownership of the property covered by the Lease, except for any set out in the Lease, and except for limitations or restrictions registered against your leasehold title or against the landlord's or lessor's title and except for building and zoning laws, and, you and your landlord or lessor have complied with and will in the future comply with each of the same;
- (v) you will pay rents and other payments required by the Lease as they fall due;
- (vi) you will comply with all your other obligations set out in the Lease;
- (vii) you will not surrender the Lease or cause or permit it to be terminated, and you will notify us in writing immediately upon your learning of any condition or situation which results or may result in a termination of the Lease;
- (viii) you will not make or agree to any change in the Lease without first obtaining our written consent;
- (ix) you will promptly give us a copy of any notice, demand or request which you may receive relating to the Lease, and whenever we ask for it, you will promptly provide us with evidence acceptable to us as to the due performance of the obligations of all parties under the Lease;
- (x) you will, at your expense, sign any other document or take any further action as we may think necessary, in our opinion, to ensure that all your interest in Your Property and in the Lease have been fully charged to us and that the Obligations Secured are adequately secured;
- (xi) you will indemnify us against all actions, claims, costs (including legal costs, and on a solicitor and his own client full indemnity basis), demands and liabilities which we may suffer or sustain by virtue of your default under your Lease, and you agree that this indemnity will continue after any discharge of the Mortgage;
- (xii) you will hold the last day of the term of your Lease or any renewal term in trust for us and will only deal with it in such manner as we require;
- (xiii) at our request, but at your expense, you will transfer to us (or to any person to whom we sell your interest in Your Property) the last day of the term of the Lease or of any renewal. If we enforce our rights under the Mortgage,

then you will hold the last day of the term of the Lease and of any renewal in trust for any person to whom we sell your interest in Your Property and for that person's legal and personal representatives and successors;

- (xiv) you appoint us as your attorney so that we, on your behalf and in your name, may assign the Lease and the last day of the term and of any renewal and convey your interest in Your Property as we may require to perfect any sale we may make under the default provisions of the Mortgage;
- (xv) we may remove you or any other person as trustee of the trust referred to above and appoint a new trustee or trustees;
- (xvi) you have possession of Your Property in accordance with the terms and requirements of the Lease and you promise us that you will, for so long as the Mortgage is not discharged, so hold Your Property;
- (xvii) you agree that unless we otherwise consent in writing, neither your giving the Mortgage to us nor any act or omission taken or made by us at any time will make us responsible for the payment and performance of any of the obligations of the tenant or lessee under the Lease or any renewal thereof;
- (xviii) you agree that we may perform any promises or obligations of you under the Lease, and that nothing done by us pursuant to this Section 4.1 will make us a mortgagee in possession nor will we be taken by you or anyone else to have acquired management or control of Your Property;
- (xix) if you acquire the landlord's interest in the property (whether by exercising any option to purchase there may be in the Lease or any renewal thereof or otherwise), the Mortgage will automatically extend to such interest, provided that you agree that we are entitled to require you to provide us with a new mortgage against such additionally acquired interest substantially on the same terms and conditions as those set forth in the Mortgage; and
- (xx) you will, if we request you to do so, obtain a written agreement from the landlord under the Lease in which the landlord agrees with us, in a manner satisfactory to us, as to the actions which we may wish to take where you default under either one or both of the Lease and the Mortgage.

#### **4.2 DEMOLITION AND ALTERATIONS**

- (a) You agree not to demolish any building or structure or part of any building or structure on Your Property without first obtaining our written approval and not to make any substantial alterations, additions or improvements to Your Property without first obtaining our written approval to your proposed plans and specifications. You agree to keep all buildings and improvements, which form part of Your Property, in good condition and repair them as we may reasonably require. You agree that you will not tear down any building or improvement or part of a building or improvement which forms part of Your Property or do anything that has the effect of reducing the value of Your Property.
- (b) The above work must be completed, as quickly as possible, in accordance with all governmental requirements and building, plumbing, electrical and other applicable

standards and Applicable Law that apply to Your Property at your expense, and you will provide us with proof of payment and compliance with governmental requirements and such standards when requested. You must retain all required holdbacks. We may obtain an order vacating any construction, mechanic's, builder's or similar lien and, if we think it necessary, provide financial guarantees or other security to obtain such order. All our expenses, including any charges for providing financial guarantees or other security, are immediately payable by you to us and if you do not pay them, we will add them to the Obligations Secured and until you have paid them to us, they will be subject to interest at your Interest Rate and will be secured by the Mortgage.

#### **4.3 INSURANCE (This section does not apply if your property is a single residential condominium unit)**

- (a) You must insure and keep insured all buildings, structures, fixtures and improvements on Your Property for not less than their full replacement value in Canadian dollars until the Mortgage has been discharged. The risks against which you must insure include loss or damage by or from fire with extended perils coverage and by and from such additional perils, risks or events as we may at any time require. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable apparatus are operated on Your Property then you must also insure and keep insured, until the Mortgage has been discharged, against loss or damage by explosion of, or caused by, any such apparatus and against loss or damage caused by the sprinkler system.
- (b) All insurance policies must be carried with a company or companies satisfactory to us and contain provisions which are acceptable to us and must include mortgage clauses in the form approved by The Insurance Bureau of Canada or by us confirming that loss proceeds are payable firstly to us, and we will have the first right to receive and to have a lien on the loss proceeds, unless we otherwise agree in writing. You must, upon our request, let us have certified copies of every insurance policy and, not less than fifteen (15) days before any policy expires, evidence of its renewal.
- (c) We may, but are not required to, place and pay for any insurance policy if you fail to do so. If we insure, we need only insure our own interests and not any of yours, and we need only insure to the extent we determine necessary for our purposes. Any premiums or sums of money which we pay for insurance will be immediately payable by you to us or added to the Obligations Secured if not so paid and bear interest at your Interest Rate and the same will be secured by the Mortgage.
- (d) If any loss or damage occurs, you will immediately, at your expense, do everything necessary to enable us to obtain the insurance proceeds. Production of the Mortgage will be sufficient authority for the insurance company to pay the same to us. If you fail to take the steps required to cause the insurance proceeds to be paid to us, you give us full authority to take those steps and all others required and to do so, to the extent required, in your name and on your behalf. Insurance proceeds may, at our option, in whole or in part be:
  - (i) used to repair or rebuild Your Property; and/or
  - (ii) paid to you; and/or

- (iii) used to reduce any part of the Obligations Secured, whether due or not (and if not due, you agree that if we require it, the full unpaid amount of the Obligations Secured will become immediately payable in full for this purpose), and including such additional amount to compensate us for loss of interest which we would otherwise have received over the balance of the term of the Mortgage, determined in accordance with those provisions set forth in Part 3 of these Terms; and/or
- (iv) paid on account of any lien, charge, mortgage or encumbrance registered against the title to Your Property.

#### **4.4 PROPERTY TAXES**

- (a) “taxes” mean all taxes, rates and assessments of any nature or kind, including property taxes, school taxes, local improvement rates, and interest and penalties thereon, and any other taxes or similar charges imposed (currently or in the future) against Your Property or our interest in the Mortgage or against us with respect to the same (but excluding any income tax imposed upon us).
- (b) We may withhold from any advance under the Mortgage any amount we feel necessary to pay or to anticipate future payments of taxes.
- (c) You agree to pay to us, on each Regular Payment Date, the applicable tax installment based on the estimated annual taxes (as determined by us) that will be payable for the year following such Regular Payment Date divided by the number of payments you are required to make in the year, based on the payment frequency you have chosen for the Mortgage.
- (d) If you wish to take advantage of any discount or to avoid any penalty in connection with the payment of taxes, you will pay to us an appropriate amount in addition to the amount referred to in subsection (c). If the taxes on Your Property in any calendar year exceed our estimate, you will pay us the difference on demand. If you do not pay us, we may pay the same and the same will be added to the Obligations Secured, with interest applicable thereto at the applicable Interest Rate. You agree to send us all tax bills and other notices or communications (including notices of assessment or reassessment of Your Property for property tax purposes) relating to taxes as soon as you receive them. We do not have to hold any moneys which you send us under this section in trust, nor pay interest on them, nor apply them to pay taxes more than once a year. If you do not comply with any of your obligations under the Mortgage, we may if we wish, apply any moneys which we have received under this section to any portion of the Obligations Secured.
- (e) Notwithstanding the provisions of this section 4.4, we may at our option choose not to require payment of taxes to us, in which case you will be responsible for payment of all taxes on Your Property. From time to time, we may require you to pay taxes to us or to pay taxes directly to the property tax office. We may also from time to time permit you to pay taxes on Your Property under any lawful tax instalment payment plan, and if we do so, you will, whenever we ask for it, provide evidence satisfactory to us from the property tax authority that you are in compliance with your payment obligations under such plan. You will provide us with all the receipted tax bills by the end of each calendar year. If, for any reason, you do not pay the taxes when required, then subsections (a) through (d) above will apply.

- (f) You will apply for all government grants, assistance and rebates respecting taxes for Your Property as may from time to time be available.

#### **4.5 REPAIRS, MAINTENANCE AND COMPLIANCE WITH APPLICABLE LAW**

- (a) You must keep Your Property in a good condition and state of repair and carry out all necessary repairs and must not do, or let anyone else do, anything which lowers the value of Your Property.
- (b) You will comply with every present and future statute, by-law, ordinance, regulation and order affecting the condition, repair, use or occupation of Your Property.
- (c) If, in our opinion, you do not keep Your Property in a good condition and state of repair or do, or allow anything to be done, which lowers its value or do not comply with any of your obligations under this section then we can make whatever repairs are, in our opinion, necessary. The costs of repairs and of any inspections are payable by you immediately and if not paid, will be added to the Obligations Secured. You authorize us to enter Your Property at all reasonable times to inspect and repair, but we will not become a mortgagee in possession nor will we be taken by you or anyone else to have acquired management or control of Your Property by exercising these rights.
- (d) As long as the Mortgage is not discharged, you will not change or permit any change in the use of Your Property nor will you request or support any rezoning of Your Property (or any portion of Your Property) without first obtaining our written consent, and, you will not leave Your Property unoccupied without obtaining our prior written consent and if required under any applicable insurance policy, the consent of the insurer.

#### **4.6 NO OBLIGATION TO MAKE ADVANCES TO YOU UNDER THE MORTGAGE**

If we decide, for any reason, that we do not wish to advance to you all or any part of the Principal Amount then we do not have to do so. This applies even if the Mortgage has been signed and registered and whether or not any part of the Principal Amount has previously been advanced. Even so, by signing the Mortgage, you have charged all of your interest in Your Property to us and you will pay us, on demand, all of our costs, including lawyers' fees (on a solicitor and client basis) and expenses, for investigating title to Your Property and for preparing and registering the Mortgage, and for advancing so much of the Principal Amount as we have actually advanced.

#### **4.7 LEASES AND RENTS**

- (a) If Your Property is intended to be used as owner-occupied residential premises, then you promise and agree that no part of Your Property is rented or occupied by a tenant and you also agree not to rent, lease or enter into a tenancy agreement of all or any part of Your Property or to renew any lease which was entered into prior to your providing us with the Mortgage or any lease to which we have previously consented (other than a renewal provided for in any lease that we have consented to) without your first obtaining our written approval, which we may refuse to provide in our sole discretion. We will not consent to a lease with an option to the tenant to purchase any or all of Your Property. You agree that you will not accept prepayment of rent or income and will only accept payment in due course.

- (b) If Your Property is a rental property and we have consented to such rental, you hereby assign as security to us all leases, lease agreements and their renewals, whether presently existing or arising in the future; and all rents and income payable under such leases and agreements; and all rights and benefits thereunder as they affect Your Property, together with all guarantees of the tenants' obligations thereunder and all security provided to secure any such guarantee, such security assignment to be a first charge on its subject matters, subject to no prior or equally ranking assignments or charges. You must obtain our prior written approval for any future leases of Your Property or for the renewal of any lease (other than a renewal provided for in any lease which we have previously approved).
- (c) If Your Property is a rental property and we have consented to such rental, you agree to keep records of the income and expenses paid by you in connection with Your Property, and at least annually, have a statement of revenue and expenses for Your Property, and to immediately deliver a copy to us if we request such statements.
- (d) If you lease all or any part of Your Property in the future to another person or persons with our written approval then, you will execute and deliver to us:
  - (i) a security assignment in registerable form acceptable to us of all leases, lease agreements and their renewals, rents payable under such leases and agreements, all guarantees of the tenants' obligations thereunder and all security provided to secure such guarantees and all rights under such leases as they affect Your Property. Such assignment shall be in such form and content as we require and may, at our option, include a provision for estoppel certificates from the tenant or tenants and may also, at our opinion, include a provision for additional particular assignments of individual leases. Such security assignment shall always be a first charge on its subject matters, subject to no prior or equally ranking agreements, assignments and charges.
  - (ii) a security agreement in registerable form acceptable to us against your chattels, fixtures and equipment utilized in connection with the occupation, management and utilization of the leased premises (excluding goods which are "consumer goods" within the meaning of any applicable Personal Property Security Act), such security to always be a first charge on its subject matters, subject to no prior or equally ranking agreements, assignments and charges.

You must immediately pay all of our expenses, including legal costs (on a solicitor and his own client full indemnity basis) and registration costs, relating to such additional security, and the amounts we incur therefor, if you do not pay them, we will add them to the Obligations Secured, and until you have paid them to us, they will be subject to interest at your Interest Rate, and will be secured by the Mortgage.

- (e) If you do not comply with any of your obligations or you breach any of your promises under this section; then at our option the Obligations Secured will immediately become due and payable. In this case we may pay to any tenant such amount as is required to obtain the co-operation of the tenant in showing and selling Your Property and obtaining possession from the tenant. You agree that the payment of such an amount will be a cost of realization of our security and will be added to the Obligations Secured, will be subject to interest at your Interest

Rate, immediately due, and will be secured by the above-described additional security. You appoint us as your attorney and agent to enforce the terms of any lease or agreement entered into by you and to cancel or terminate any lease or agreement.

- (f) Nothing we do under this section 4.7 will result in us assuming any of the obligations of a mortgagee in possession of Your Property or any part thereof nor will we be taken by you or anyone else to have acquired management or control of Your Property, and we are not and will not be obliged to collect any rent or income from Your Property or any part thereof, nor to comply with any of the obligations of the landlord under any lease or agreement to lease. We only need to account for whatever money we actually receive by virtue of the within assignment of leases less whatever costs, including legal costs (on a solicitor and his own client full indemnity basis) we may incur and such money when received by us shall be applied on account of the Obligations Secured. The rent or income from Your Property you receive will, unless otherwise permitted in writing by us, be held by you in trust for us, and will be paid to us on demand.
- (g) If you are not complying with any of your obligations under the Mortgage or adversely affecting the value of our interest in Your Property, any rental by you of all or any part of Your Property without our written approval shall be considered to have been done to discourage us from taking possession of Your Property or the rented portion thereof.
- (h) You acknowledge that the assignment of leases and security agreement provided for in this Section 4.7 is an additional and collateral security for the Mortgage and not in substitution or satisfaction of it, and that the Mortgage will not be merged with the assignment of leases and security agreement, and in the case of a default, we may, at our option, take proceedings under either the Mortgage or any other security or all of it.

#### **4.8 CONSTRUCTION MORTGAGE**

- (a) If the Mortgage is used to finance an improvement (including any construction or installation on Your Property or any alteration, addition or repair of any building or structure on Your Property), you agree to make the improvement only in accordance with plans and specifications which we have approved in writing and to complete the improvement as quickly as possible and in accordance with all Applicable Law.
- (b) Subject to our aforementioned right not to make any advances, we may make advances to you under a Credit Document based on progress in completing the improvement or upon its completion or, in the case of a building, its occupation or sale, all of the foregoing to be at such times and in such amounts as we deem appropriate. We may charge a fee for each advance made which is due immediately, and if you do not pay the fee, we will add it to the Obligations Secured and until you have paid it, it will be subject to interest at your Interest Rate and will be secured by the Mortgage.
- (c) In the event that a Credit Document expressly states that the funds committed by us are intended to be utilized for the purpose of securing financing of an improvement with regard to the Lands, then we may, at our option, withhold from any advances such holdbacks as we, in our sole discretion, considers advisable to protect our position under the provisions of the applicable builders', construction



or mechanics' lien legislation, so as to secure our priority over all liens, until we are fully satisfied that all lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this Section 4.8 shall be construed to make us an "owner" or "payer", as defined under the applicable builders', construction or mechanics' lien legislation, nor shall there be, or be deemed to be, any obligation by us to retain any holdback which may be required by the said legislation. Any holdback which may be required to be made by the owner or payer shall remain your obligation.

- (d) If you fail to complete any improvement, we may, in our sole discretion, have the same completed in such manner as we determine appropriate and upon demand, you will provide us with all of the plans and specifications for the improvement and you will cause any contractors, architects or engineers you have engaged with respect to the improvement to cooperate with us in order to effect completion of the improvement. In paying for completion of such improvement, we may make advances of the unadvanced portion of any loan secured by the Mortgage, and if such unadvanced monies are insufficient to complete the improvement, we may pay out further monies as we determine appropriate, and all such further monies and such advances of the unadvanced portion of the Loan will be deemed to be advances under the applicable Credit Document and will accrue interest at your Interest Rate and will be secured by the Mortgage.
- (e) In making any such improvement, you will comply with all of your obligations under the applicable builders', construction or mechanics' lien legislation including obligations to maintain holdbacks.
- (f) You authorize us to give any information about the applicable Credit Document, Mortgage and the Obligations Secured to anyone who claims a builder's, mechanic's or construction lien against Your Property.
- (g) Whether or not the Loan is to be used in whole or in part to finance an improvement, we may retain any or all of the funds from any advance or advances until we are completely satisfied that no builders', construction or mechanics' lien or liens have been registered against the title to Your Property.
- (h) We may enter Your Property to inspect the construction at any time. We are a lender only, and we are not involved in any way with construction, and you will indemnify us from and against any claims which may be brought against us arising from or in any way related to this Section 4.8.

#### **4.9 RELEASING YOUR LAND FROM THE MORTGAGE AND POSTPONEMENT OF THE MORTGAGE**

At our option, we may release our interest under the Mortgage in all or part of Your Property and we may postpone our interest under the Mortgage to any one or more other persons with interests in Your Property (existing or future), whether or not we receive any value with respect to any such release or postponement, and we will be accountable to you only for any money or value which we actually receive in connection with any such release or postponement (the amount of same to be in our sole discretion). If we release our interest under the Mortgage in only a part of Your Property, all of the remainder of Your Property will continue to secure the full amount of the Loans and all of the other Obligations Secured. No such release or postponement will release any Guarantor of their obligations under the Mortgage and all such guarantee obligations will continue unchanged. To the maximum extent permitted by Applicable Law, you will be responsible for any costs we incur with respect to any such release or any such postponement, including legal fees

(on a solicitor and his own client full indemnity basis) and costs of registration of same, and if you do not pay them immediately, we will add them to the Obligations Secured and until you have paid them to us, they will be subject to interest at your Interest Rate and will be secured by the Mortgage.

#### **4.10 SUBDIVISION OF YOUR PROPERTY**

If Your Property or any part of it is subdivided, each part of Your Property (including any part which is not subdivided) will secure payment and performance of all of your obligations under the Mortgage. Nothing in this section shall be taken by you or anyone else to mean that we are promising to agree to any subdivision of Your Property or any part of it. We are not required to partially discharge the Mortgage from any of the subdivided parts of the Property until all of the Obligations Secured are satisfied. If we agree to discharge the Mortgage from any subdivided lot, we may do so in return for payment of all or part of the Obligations Secured.

#### **4.11 AMENDING THE MORTGAGE**

At our option, the Mortgage may from time to time be amended by written agreement(s) with you. It will not be necessary for us to register the written agreement on title to Your Property in order to retain priority for the Mortgage, as amended, over any other instrument registered after the Mortgage whether or not there are any other instruments registered on title to Your Property after the Mortgage at the time any written agreement is entered into. The entering into of any written agreement by us with you or with any other person liable to pay any of the Obligations Secured will not release or affect the liability of anyone who does not sign or consent to such written agreement, including any Guarantors. Notwithstanding the foregoing, we may require that at your cost, such written agreement be registered against Your Property and to require anyone else with an interest in Your Property to consent to the written agreement. You agree that no amendment of the Mortgage shall result merely from our having accepted any payment or payments on account of the Obligations Secured. Nothing in this section shall be taken by you or anyone else that we are promising to agree to any extension, renewal or amendment.

#### **4.12 CERTAIN ACTIONS WE CAN TAKE**

- (a) We can, if we think it is necessary, pay off any encumbrance, mortgage, claim or lien which has priority over or ranks equally with the Mortgage and such payments may be made by us out of any advances of the Loans or by way of additional payments made by us. In any event, you promise us that as long as the Mortgage is not discharged, you will ensure that there are no encumbrances, mortgages, claims or liens which hold priority over or rank equally with the Mortgage, except for those encumbrances, mortgages claims or liens that are expressly permitted by us. Also, we can pay all expenses which we incur in collecting any money obligation you owe us under the Mortgage and in enforcing any other obligation you have under the Mortgage. To the maximum extent permitted by Applicable Law, you must immediately reimburse us for all such payments and expenses upon our request for same, and until you have paid them to us, they will be subject to interest at your Interest Rate and will be secured by the Mortgage.
- (b) If you do not comply with any of your obligations under the Mortgage, we can, but are not obliged to, perform or cause those obligations to be performed, in whole or in part as we determine appropriate. You must immediately reimburse us for all of our costs and expenses in connection with the foregoing upon our request for same, and until you have paid them to us, they will be subject to interest at your Interest Rate and will be secured by the Mortgage.

- (c) If you are a tenant or lessee under a Lease of Your Property:
  - (i) we can cure any defaults existing under your Lease at our discretion and you will immediately reimburse us for all payments and expenses which we incur in so doing; and
  - (ii) if you neglect or refuse to renew your Lease when it gives you that right, we can do so and every renewal shall be subject to the Mortgage.
  - (iii) You must immediately reimburse us for all payments which we have to make and costs which we incur in taking any of these steps, and until you have paid them to us, they will be subject to interest at your Interest Rate and will be secured by the Mortgage.
- (d) To the maximum extent permitted by Applicable Law, any payments we make under the Mortgage under this section or otherwise will be added to the Loans, and such payments will be charged interest at your Interest Rate and will form part of the Obligations Secured.
- (e) Any interest which accrues as a result of changes requested by you to your payment frequency or changes requested by you to the Regular Payment Date will be paid by you and if not so paid upon demand, will be added to the Loans, and such amounts will be charged interest at your Interest Rate and will form part of the Obligations Secured.
- (f) Both before and after default under the Mortgage, you agree that we have the right to have any employee or agent of us enter upon Your Property for the purpose of inspecting same and you will cooperate with us in making any such inspections. Entry to Your Property or any part of it by any employee or agent of us will not be taken by you or anyone else to mean that we have become a mortgagee in possession nor will we be taken by you or anyone else to have acquired management or control of Your Property.
- (g) If we obtain a judgment with respect to any of the Obligations Secured, those obligations will not merge in such judgment and will continue to be enforceable by us until fully paid and performed.
- (h) If we permit or acquiesce in any non-performance of any of the Obligations Secured or we grant an extension of time for any such performance, this shall not be taken by you or anyone else to be a waiver or forgiveness except with respect to the particular non-performance or particular agreement to extend time which we have consented to in writing, and shall not operate as a waiver of any future default.
- (i) Our rights, powers and remedies stated in the Mortgage shall be in addition to and shall not be taken by you or anyone else to exclude our entitlement to utilize any other rights, powers and remedies available to us by Applicable Law or as may be otherwise granted to us. We may exercise any of such rights, powers and remedies from time to time together or separately as we determine appropriate. If we exercise any of those rights, powers and remedies, that will not exclude us from exercising the same rights, powers and remedies on any subsequent occasion.
- (j) We may set-off against any debt we at any time owe to you, any overdue indebtedness secured by this Mortgage.

#### 4.13 DEFAULT

You will be in default under the Mortgage if any one or more of the following occur:

- (a) you do not make any payment required by the Mortgage or any Credit Document when due;
- (b) you do not perform, fulfill or comply with the terms of this Mortgage, any Credit Document or any of the Obligations Secured;
- (c) we discover that any statement, promise, representation, warranty or agreement you have given or made to us in applying for any Loan secured or intended to be secured by the Mortgage is untrue;
- (d) any builder's or mechanic's or construction lien, conditional sale agreement, notice of security interest, judgment, order or other charge or lien is registered against the title to Your Property or any part of it;
- (e) any buildings being erected on, or additions, alterations or improvements done to Your Property remain unfinished without work being done on them for a period of ten consecutive days;
- (f) Your Property or any part of it is abandoned or is left unoccupied for thirty (30) or more consecutive days;
- (g) there is an event or occurrence, other than the foregoing, which is stated in the Mortgage, a Credit Document, or in any other agreement between us pertaining to any of the Loans intended to be secured by the Mortgage as being an event or occurrence of default;
- (h) if default occurs under any other security which you now or in the future provide to us to secure some or all of the Obligations Secured;
- (i) if anyone other than us at any time holds a mortgage, lien, charge or encumbrance affecting Your Property or any part of it which we have not consented to in writing;
- (j) if default occurs under any other mortgage or any lien, charge or encumbrance affecting Your Property or any part of it, including any of same which holds priority over the Mortgage and whether or not we have agreed to such priority;
- (k) if you commence proceedings or any if proceedings are commenced against you under the *Bankruptcy and Insolvency Act* (Canada) or any other similar legislation, federal or provincial, which provides for relief to debtors;
- (l) if you are an individual natural person, upon your death or upon your being legally declared incompetent to manage your affairs;
- (m) if you are a corporate body, if your corporation's existence ceases, ceases to operate all or part of its business activities, changes its effective control, reorganizes or amalgamates;
- (n) if we should lose the benefit of any other security (present or future) which secures some or all of the Obligations Secured, including where we lose the benefit of the guarantee obligations of any Guarantor or any other guarantee, indemnity or

similar obligation provided by anyone other than you, except for where we provide a written release with respect to such other security or guarantee;

- (o) the Land or any part of it is expropriated;
- (p) there is a default under the Lease (if applicable);
- (q) you sell or agree to sell all or any part of the Land, you lease all or any part of the Land, or you grant an option to purchase or right of first refusal for all or any part of the Land, without our prior written consent;
- (r) a receiver is appointed; or
- (s) if, acting reasonably, we determine that your ability or willingness to pay and fulfill some or all of the Obligations Secured is or may be impaired or that the security constituted by the Mortgage is or may be impaired.

#### **4.14 CONSEQUENCES OF DEFAULT**

You agree that if you are in default under the Mortgage, then:

- (a) at our option, some or all of the outstanding amount of the Obligations Secured will immediately become fully due and payable, but such acceleration of payment of the Obligations Secured (or any part thereof) will not occur unless and until we have confirmed same in writing to you;
- (b) we will have no further obligation to advance any monies or further monies to you;
- (c) you waive any rights of reinstatement, whether by Applicable Law or otherwise;
- (d) we will have the right to forgive the default, but:
  - (i) such forgiveness may be upon such terms as we determine to be appropriate;
  - (ii) in so forgiving, we are not to be taken by you or anyone else to undertake to forgive any further or other default then existing or which may occur in the future; and
  - (iii) no such forgiveness will be binding on us unless the same is confirmed to you in writing by us; and
- (e) we shall be entitled to exercise any or all of the rights and remedies which we may have consequent upon the occurrence of default, whether under the Mortgage, any Credit Document or pursuant to the Applicable Law.

#### **4.15 OUR REMEDIES ARISING ON DEFAULT**

- (a) **Remedies** - If you are in default in the payment, fulfillment or performance of any of the Obligations Secured, or you are otherwise in default under the Mortgage, we shall have the following remedies which we can exercise from time to time and in whatever order we determine appropriate:

- (i) **Demand Payment** – We may demand immediate repayment of all the Obligations Secured.
- (ii) **Sue you** - Subject to Applicable Law, we may take such action as is necessary to collect the Loans or enforce any of the Obligations Secured or any portion thereof. To the maximum extent not prohibited by Applicable Law, you waive all rights to exceptions from distress and seizure under any Applicable Law, statutory or otherwise, in force for the time being and, if the Land is situated in Alberta, you also, to the maximum extent not prohibited by Applicable Law, waive compliance with the provisions of the *Civil Enforcement Act* (Alberta), any amendments thereto or any act passed in amendment or substitution therefor.
- (iii) **Guarantor** – If there is a Guarantor, we may take such action as is necessary to collect or enforce the Obligations Secured or any portion thereof from the Guarantor.
- (iv) **Foreclosure or Sale** - We may take proceedings in court or otherwise as may be permitted by Applicable Law to:
  - (A) sell your right, title and equity of redemption in Your Property, or any part or parts of Your Property; or
  - (B) foreclose your right, title and equity of redemption in Your Property, or any part or parts of Your Property; or
  - (C) apply to a court for an order that Your Property, or any part or parts of Your Property be sold and/or your interest in Your Property be absolutely vested in and belong to us.

In the case of any such sale, it may (subject to Applicable Law) be for cash or credit or partly for cash and partly on credit, by private sale or public auction, and on such terms as can be obtained.

If Your Property is situated in New Brunswick, this includes any power of sale to which the mortgagee is entitled under *The Property Act* (New Brunswick).

If Your Property is situated in Nova Scotia or in New Brunswick, and we purchase Your Property at a judicial sale pursuant to the provisions of an Order for Foreclosure and Sale and incur reasonable expenses subsequent to the sale for the purpose of protecting Your Property and effecting a sale thereof, you agree to pay all such reasonable expenses to us, including, but without limiting the generality of the foregoing, costs of maintenance, repairs and inspection fees, and realtors' commission and legal fees upon resale by us, and that such reasonable expenses may be recovered by us from the proceeds of the sale or if there are insufficient funds realized at such sale, then the same is to form part of the deficiency.

If Your Property is situated in Ontario, this includes a power of sale to which a mortgagee is entitled under Part III of the *Mortgages Act* (Ontario), which may be exercised, if default continues unremedied by you for fifteen (15) days, on at least thirty-five (35) days' written notice to you.

- (v) **Lease Your Property** - If default continues unremedied by you for fifteen (15) days (or such longer period of time as mandated by Applicable Law), we can, subject to Applicable Law, on fifteen (15) days' notice (or on notice for such longer period as mandated by Applicable Law) to you, enter on and lease Your Property or any part or parts thereof; if, default continues for thirty (30) days (or such longer period of time as mandated by Applicable Law) we may, without notice to you, enter on and lease Your Property or any part or parts of it. We may apply the net proceeds of any lease to reduce any part of the Obligations Secured. If the net proceeds do not pay the Obligations Secured in full, you must pay us the difference.
- (vi) **Enter on Your Property** – Without becoming a mortgagee in possession and without being taken by you or anyone else to have acquired management or control of Your Property, we can enter on Your Property at any time, without your permission, and make any necessary arrangements to inspect, collect rent, manage, repair or complete construction. If permitted by Applicable Law, any costs we incur, together with interest at your Interest Rate, will be added to the Obligations Secured, and such costs will be charged interest at your Interest Rate and will form part of the Obligations Secured.
- (vii) **Appoint a Receiver** - We can, subject always to the terms of any court order governing the appointment of such receiver, appoint, in writing, a receiver (which includes a receiver and manager) to collect any income from and to manage Your Property. The receiver will be your agent, not ours, and you alone will be responsible for any of the receiver's acts or omissions. We are not accountable for any moneys received by the receiver except to the extent that we actually receive any such moneys. The receiver may use every available remedy which we have under the Mortgage and under Applicable Law to sell Your Property or any part or parts thereof, to collect the income from Your Property, to take possession of the whole or part of Your Property or any part or parts thereof, to manage Your Property and to keep it in good condition.

From the income collected, the receiver will pay all rents, taxes, rates, insurance premiums and other expenses required to keep Your Property in good condition; pay his own commission as receiver; pay all amounts required to keep any encumbrances ranking in priority to the Mortgage in good standing; pay interest owing under the Credit Documents and this Mortgage; and pay all or any part of the Obligations Secured whether is due or not.
- (viii) **Possession** – We can take, recover, keep possession of Your Property.
- (ix) **Insure** – We can insure our interest in Your Property (whether or not Your Property is partially or fully insured).
- (x) **Other Remedies** - We can take any other action and exercise any other remedies which are described elsewhere in the Mortgage or which are available to us under Applicable Law as being available to us in the event of any default, including our taking action or paying monies to cure the default, and where we do so by paying out the holder of any other mortgage, claim or interest affecting Your Property (or any part of it), we

will be subrogated to the rights and position of the person or persons so paid out.

- (b) **Non-interference** - If, in enforcing our remedies, we take possession of Your Property, you will not interfere with our possession, with that of any receiver we may appoint, subject always to the terms of any court order governing the appointment of such receiver, or with that of any person we may appoint or with that of any person to whom Your Property may be leased or sold, and you will not make any claim against any person to whom Your Property may be leased or sold.
- (c) **Our Expenses** - To the maximum extent permitted by Applicable Law, all of the expenses which we incur in enforcing any of our remedies are payable by you immediately when we require them, and, if not so paid, the same shall be added to the Obligations Secured, shall be subject to interest at your Interest Rate and shall be secured by the Mortgage. These expenses include our legal costs on a solicitor and his own client full indemnity basis, all other costs we have to pay to protect our interests and to enforce any of our remedies under the Mortgage and a reasonable allowance for the time and services of our employees and those of the company.
- (d) **Delay in Enforcement** - Our rights will not be affected if we delay in enforcing any of our rights under the Mortgage or give you or anybody else an extension of time. We may still insist on you making all payments on time and complying with your obligations, require payment of the Obligations Secured if you are in default and require any other person, including a Guarantor, who has obligations to us under the Mortgage to meet those obligations. If you do not make any payment as required by the Mortgage, we are not obliged to accept subsequent payment unless you also give us interest at your Interest Rate to the date of subsequent payment.
- (e) **Judgments** – If we obtain any court order or judgment against you in any action to enforce our remedies, the judgment will not prevent us from pursuing our other remedies or rights to enforce your other obligations under the Mortgage, including our right to receive interest as required by the Mortgage, and judgment will not result in the merger of any of your Obligations Secured.
- (f) **You are responsible for any deficiency** - To the maximum extent permitted by Applicable Law, you will remain responsible for payment to us of all of the Obligations Secured, notwithstanding that we have exercised one or more of our remedies, including, without limitation, the sale of Your Property. Interest will accrue on the Obligations Secured until all of your Obligations Secured are paid and satisfied in full.
- (g) **Rights Cumulative** - The rights and remedies we have under the Mortgage are in addition to, and not in substitution for, any rights, remedies or powers which we may now or in future have under any law or statute or otherwise. Where we exercise any right, remedy or power on any occasion, this will not be taken by you or anyone claiming under or through you that we have exhausted our entitlement to exercise such right, remedy or power.

#### **4.16 CONDOMINIUM**

This section applies only to those properties which qualify as condominiums under the Condominium Act, (the corporation created by the subsection of the land of which Your Property



forms part under the Condominium Act is called the "Condominium Corporation" and the primary document which governs the operation of the condominium project other than the Condominium Act, the Condominium Corporation by-laws and rules and regulations is called the "Declaration").

- (a) **Compliance with the Act, etc.** - You will comply with the Condominium Act, the Declaration and the by-laws and rules and regulations of the Condominium Corporation as they exist from time to time.
- (b) **Payment of Amounts and Common Expenses** - You will pay all amounts required by the Condominium Act, the Declaration and by the by-laws of the Condominium Corporation on or before the date they are due and, if we request, give us proof that you have done so. You must pay common expenses and all other charges levied by the Condominium Corporation against you or with respect to Your Property. If you do not make any payments which you are obligated to pay, we may do so on your behalf and you will be in default under the Mortgage, and if we so pay, that amount will be due immediately, be charged interest at your Interest Rate, be added to the Obligations Secured and the same will be secured by the Mortgage.
- (c) **Notices and Demands** - You will mail to us by prepaid registered mail, or deliver to us, copies of every notice, assessment claim or demand for payment, rule or regulation, request or demand of us to consent to any matter, and every other communication relating to your unit or the common elements of the condominium project so that we receive them at least five (5) days before any claim or demand is payable or, in the case of other communications, within five (5) days of the date you receive them.
- (d) **Voting Rights** -
  - (i) You authorize us, in your name and on your behalf, and whether or not you are in default, to exercise your rights under the Condominium Act and the Declaration to vote at any meeting of the Condominium Corporation, and to consent to any matter, to the maximum extent permitted by Applicable Law.
  - (ii) We may wish not to use our rights to vote or consent and if we do not wish to do so, we may notify the Condominium Corporation, in which case you can vote or consent yourself. Our wish not to vote or consent can be for a limited time or for a particular meeting or matter. When we do vote or consent for you, we do not then become a mortgagee in possession, nor will we be taken by you or anyone else to have acquired management or control of Your Property and are not responsible to protect your interests nor for the way we vote or consent or fail to do so.
- (e) **Acceleration of Repayment of Loans** - At our option, the Loans will become payable immediately if:
  - (i) the government of the property of the condominium project under the Condominium Act is terminated;
  - (ii) a vote of the unit owners authorizes the sale of the condominium project or of a part of its common elements;

- (iii) the Condominium Corporation fails to comply with the Condominium Act, the Declaration, the by-laws or rules and regulations;
  - (iv) the Condominium Corporation fails to insure the units and common elements against destruction or damage by fire and other perils usually insured against for full replacement cost;
  - (v) the Condominium Corporation fails, in our opinion, to manage the condominium project and assets in a careful way or to maintain its assets in good repair; or
  - (vi) the Condominium Corporation fails to insure all the condominium units and common property or common elements according to law and any additional requirements we may have or fails to do all that is necessary to collect insurance proceeds.
- (f) **Insurance** - Under the Condominium Act, the Condominium Corporation must obtain appropriate insurance. In addition, you must insure all improvements which at any time have been made to Your Property against loss and damage by fire and, as well, against such additional risks as we may require. The insurance company or companies must be approved by us. You and the Condominium Corporation or both shall, to the maximum extent not prohibited by Applicable Law, assign and transfer the policy or policies of insurance and receipts thereof to us and if you or the Condominium Corporation or both fail to keep the buildings and improvements insured or provide us at least fifteen (15) days before the termination of any insurance, evidence of renewal, we are entitled but not obligated to insure the buildings or improvements. You must, if we ask for them, give us certified copies of every insurance policy. If any loss or damage occurs, you will immediately, at your expense, do everything necessary to enable us to obtain the insurance proceeds. These proceeds, as may be permitted by law, may, at our choice, in whole or in part be applied to repair the damage, be paid to you or be applied to reduce any part of the Obligations Secured whether or not yet due.

The obligation to insure may be performed by the Condominium Corporation and the proceeds of insurance may be payable in accordance with the Condominium Act, the Declaration and the by-laws of the Condominium Corporation. You promise that, in the event of loss or damage, you will fully comply with the terms of all insurance policies and with the insurance provisions of the Condominium Act, the Declaration and the by-laws and that, as a member of the Condominium Corporation, you will insist that the Condominium Corporation fully complies with these terms.

You will do all things necessary to cause the Condominium Corporation, and the insurance trustee, if any, to record notice of this Mortgage and our name and address in their records and you will get the Condominium Corporation, and the insurance trustee, if any, to acknowledge such recording in writing.

Nothing done by us under this Section 4.16 will make us a mortgagee in possession nor will we be taken by you or anyone else to have acquired management or control of Your Property.

#### **4.17 DUE ON SALE**

If you transfer title to or your ownership of Your Property or any part of it, or agree to do so, to someone without first obtaining our written approval, then the full amount of the Obligations Secured will, at our option, immediately become due and payable. If we accept any payment or payments in respect of the Obligations Secured from any person whom we have not first approved in writing, this will not mean that we have granted our prior written approval, or that we have given up our right to require you (or the person or persons to whom you have transferred) to pay the Obligations Secured in full.

You agree to give us sufficient information to enable us to decide whether we should give our written approval and upon receiving sufficient information, we will make our decision as soon as possible. We will not withhold our approval unreasonably.

We release you from your obligations under the Mortgage and to pay the Loans, if:

- (a) we give our written approval to you to transfer Your Property;
- (b) the transfer is to a person or persons other than yourself so that you will not retain any ownership interest in Your Property after the transfer takes place; and
- (c) you provide us with a copy of the registered Transfer/Deed of Land (with evidence of registration on same under Applicable Law), together with a Registry Office-certified true copy of the new title, or as the case may be, registered Deed in favour of/in the name of the approved person or persons, together with such other documents and matters as may have been required by us as a condition of approval of your transfer, including any new guarantee or guarantees we have requested.

If you are a corporation, then for the purpose of this section, you will be considered to have transferred title to Your Property if there is any change in the ownership of the issued capital stock of the corporation or your entering into an agreement to do so, without first obtaining our written approval.

If there is a transfer without our approval, and if we choose to require repayment in full of the Obligations Secured, we shall also be entitled to treat such non-approved transfer as not being a default under the Mortgage, and require you (or the transferee) to pay to us both the full amount of the Obligations Secured and an amount to compensate us for our loss of interest which we will suffer for the early repayment of the Loan in accordance with those provisions of the Mortgage pertaining to early repayment of the Loan which are applicable to your Mortgage.

#### **4.18 ASSUMPTION**

If you are not the original borrower who provided the Mortgage to us, you agree to be bound by all of the obligations of the original borrower under the Mortgage (including the above section headed "DUE ON SALE") and you will, if we require it, sign and provide us with an agreement confirming same.

#### **4.19 INSPECTION**

If we, a Mortgage Insurer, or our respective employees or agents have reason to believe that Your Property or any part of it is not in conformity with any Applicable Law, you agree that we, the Mortgage Insurer or our respective employees or agents may, at any time, before or after default, enter and inspect Your Property or any part of it and conduct testing, site assessment,

investigation or study which we or the Mortgage Insurer consider necessary. The reasonable cost of this testing, assessment, investigation or study, with interest at your Interest Rate, will be immediately payable by you and shall be added to the Obligations Secured and secured by the Mortgage. We, the Mortgage Insurer and our respective agents will not become mortgagees in possession nor will we be taken by you or anyone else to have acquired management or control of Your Property, by virtue of our exercising these rights.

#### **4.20 EXPROPRIATION**

If all of Your Property is expropriated, the full amount of the Obligations Secured will immediately become due and payable, together with an amount to compensate us for loss of interest over the balance of the term calculated in accordance with those provisions of the Mortgage dealing with early repayment applicable to the Obligations Secured. You will ensure that the full amount of the expropriation proceeds are paid to us to be applied on account of your indebtedness secured by the Mortgage.

If only a part of Your Property is expropriated, the amount you are awarded for the partial expropriation will be paid to us and we will credit it to the Loans. If, in our opinion, the remainder of Your Property does not constitute adequate security for the Obligations Secured, then the full amount of the Obligations Secured, or such part of the Obligations Secured as we determine, will immediately become fully due and payable, together with an amount to compensate us for loss of interest over the balance of the term calculated in accordance with those provisions of the Mortgage dealing with early repayment applicable to the Obligations Secured. If the Mortgage remains registered against part of Your Property, then it will stand as security for all of your unpaid obligations, including your obligation to ensure payment of the expropriation proceeds to us.

If you receive any expropriation proceeds, you will hold them in trust for us and account to us for same as soon as possible.

#### **4.21 GUARANTEE**

In return for us having made the Loan to you (which in the Mortgage includes your personal and legal representatives, successors and assigns), each Guarantor agrees with us, as principal debtor and not as surety, to pay to us the Obligations Secured and interest thereon as and when required by the Mortgage and to observe and perform all of the others of the Obligations Secured. Each Guarantor, if there is more than one, will be jointly and severally liable with you and with each other for complying with all of the Obligations Secured.

We may at any time and from time to time without the consent of or notice to the Guarantors give any extension of time for payment (including renewals), deal with any additional security, give releases or discharges of the Mortgage or any additional security we hold (including any guarantee, indemnification or covenant), vary, increase or decrease your Interest Rate, amend the terms of the Mortgage, abandon any security in whole or in part, abstain from taking other sureties and guarantees or from realizing on sureties or guarantees, accept proposals, and generally deal with all matters affecting the Mortgage and any or all of the Obligations Secured without in any way affecting the obligations of any Guarantor. We may require payment from any Guarantor before we attempt to obtain payment from you or from any other Guarantor, and all obligations of any Guarantor shall also be those of the Guarantor's successors and personal representatives, and will not be altered by the bankruptcy or any other financial incapacity of you or of any other Guarantor, nor will the obligations of any Guarantor be lessened, limited or varied by any deficiency or insufficiency of the security under the Mortgage.

Until all of the Obligations Secured are paid in full, each Guarantor now and in the future postpones all of such Guarantor's present and future debt claims which it may at any time and

from time to time have against you, in favour of payment to us of all of the Obligations Secured, and all such present and future debt claims of such Guarantor are now assigned to us.

Each of you and each of the Guarantors agree with us that if at any time any one of you and/or them should make a payment with respect to the Obligations Secured, or if any of you and/or them should provide an acknowledgement in writing of any of that indebtedness to us, the person so paying or so providing such acknowledgement will be deemed to be the agent of all of the others of them and all of them will be bound by the effect of the making of such payment or acknowledgement.

In addition to the obligations of each Guarantor set forth in this section 4.21, each Guarantor will now and in the future indemnify us and save us harmless of, from and against all losses, damages, liabilities, costs and expenses which we may at any time sustain by reason of the failure at any time of you to pay and fulfill the Obligations Secured, and this indemnity will continue after the Mortgage has been discharged if, following such discharge, any of the Obligations Secured have not been fully paid, fulfilled and performed.

#### **4.22 DISCHARGE OR ASSIGNMENT OF MORTGAGE TO ANOTHER LENDER**

After you have paid us the Obligations Secured (together with all interest accrued thereon and not previously paid to us or capitalized), we will, subject to the any provisions for the re-advance of funds in the Mortgage, sign a discharge or, if requested by you, an assignment of the Mortgage and send it to you within a reasonable time. If Your Property is located in Ontario, you can ask us to prepare and register the discharge for any registered Mortgage. To the maximum extent permitted by Applicable Law, you will pay our then current usual administrative fee for preparing and signing the discharge or assignment and all legal and other expenses, whether the discharge or assignment is prepared by your lawyer, by ours or by us. It is your responsibility to register the discharge or assignment on your title and to pay the registration fee. You agree to pay these fees at the rate in effect at the time of registration. For the purpose of this section, you will not be considered to have paid us the Obligations Secured until you have provided us with the full amount of the Obligations Secured (plus interest as aforementioned) together with such interest and our said current usual administrative fee unconditionally.

#### **4.23 ADMINISTRATION FEES**

You agree to pay us, when due, our then current administration and processing fees in connection with the preparation of any assumption statement, amending or other agreement, statements for information purposes, any fees referred to elsewhere in the Mortgage or any Credit Document, replacement of cheques where payment has been refused due to insufficient funds or for any other reason in respect of the administration of your Mortgage and you agree to our adding such fees, and if you do not pay them, we will add them to the Obligations Secured and until you have paid them to us, they will be subject to interest at your Interest Rate and will be secured by the Mortgage. The amount of such fees in effect at any particular time is available by contacting us, and will not, in any event, exceed any amount permitted by Applicable Law.

#### **4.24 RE-ADVANCE CLAUSE**

As, when and to the extent that the Obligations Secured are repaid, the Mortgage will continue to stand as security for payment from time to time by you to us of all other present and future obligations which you may have to us with respect to all direct borrowing and credit obligations and all guarantee obligations which you from time to time undertake to us (or otherwise become liable for to us), including but not limited to, at any particular time and from time to time, any amounts readvanced by us to you, and, unless otherwise agreed to in writing between you and us, the Mortgage will so continue to stand as security for such other and new obligations

notwithstanding that the original Loans are paid down to nil, and, accordingly, we shall be entitled, at our option, but without any obligation to do so, to make new advances of monies or monies' worth to you and the same, with interest at your Interest Rate (or, as the case may be, the interest rate or rates which you and we from time to time agree in writing with respect to such new advances), shall be secured by the Mortgage. All terms and provisions of the Mortgage shall continue to apply in full force and effect with respect to such new or other obligations, excepting only those which apply specifically to the payment and repayment terms applicable to the original Loan secured hereby, and the precise payment and repayment terms which will apply to any new advances of monies or monies' worth which we may make to you, or with respect to any guarantee obligation that you have undertaken to us for the obligations of any other person or persons, shall be as agreed upon in writing between you and us, and if not so agreed upon by you and us, all such obligations will be repayable to us upon demand. The following additional provisions will apply to any new or other obligations secured by the Mortgage referred to in this section:

- (a) for any guarantee obligation undertaken by you to us, value will be deemed to have been provided by us to you at the time you provide your guarantee to us;
- (b) all new advances of value and all guarantee obligations undertaken by you will, as secured by the Mortgage, hold priority over all other mortgages, encumbrances, charges and liens from time to time affecting Your Property, notwithstanding that any of the same have been made or recorded against Your Property prior to the making of any new or further advance by us, or as the case may be, prior to your undertaking any guarantee obligation to us; and
- (c) the Mortgage, to the extent that it secures any such new or further obligations of you to us will be a continuing, collateral and additional security to us for the payment, fulfillment and performance of such obligations.

#### **4.25 DOCTRINE OF CONSOLIDATION**

You shall be and be deemed to be in default under the Mortgage with respect to any indebtedness or liability owed by you and thereby secured, if you are in default in the payment, fulfillment or performance of any other obligations you may at any time owe to us. Without limiting the generality of the foregoing, you agree that the doctrine of consolidation will apply to the Mortgage and any other mortgage you have now granted or in the future grant to us. This means that if you default under any of your mortgages to us then we can, as a condition of permitting you to repay any mortgage, require that you repay all mortgages.

#### **4.26 DATE OF MORTGAGE**

You agree that, only for the purpose of defining the date of the Mortgage with respect to any statutory right of prepayment, the date of the Mortgage will be deemed to be the Interest Adjustment Date, regardless of the date of signature.

#### **4.27 WHO IS BOUND**

You and each Guarantor agree to be bound by the payment, fulfillment and performance of the Obligations Secured, together with your and each Guarantor's legal and personal representatives and anybody else to whom Your Property is transferred. The Mortgage is also binding on and will benefit our successors and assigns and anybody to whom we may transfer the Mortgage.

If more than one person signs the Mortgage as mortgagor, or, if there is more than one Guarantor, then all such persons are jointly and severally liable to pay, fulfill and perform all of the Obligations

Secured. If any mortgagor or Guarantor is a corporation then the Mortgage will be read with all necessary grammatical changes.

#### **4.28 NOTICES**

Notices required to be given under the Mortgage shall be in writing and may effectively be given by any party to the Mortgage by delivery of such notice to the other party at the address indicated in the Registered Mortgage Form or at such other address as any party may in writing notify the other party or by way of facsimile transmission. Notice shall be deemed to have been received by a party: i) in the case of personal delivery, when the notice is delivered to the party receiving the notice, unless the notice was not delivered on a business day in which case the notice will be deemed to have been delivered on the next business day; ii) in the case of registered prepaid mail, on the fifth business day after the notice was deposited in the mail; and iii) in the case of facsimile transmission and email transmission, on the day the notice was sent, unless the notice was not received on a business day or was received after 4:00 p.m. in which case the notice will be deemed to have been delivered on the next business day.

#### **4.29 PARTIAL INVALIDITY**

If any provision of the Mortgage is found to be illegal or unenforceable, the validity or enforceability of all other provisions will not be affected. Notwithstanding this, if any provision of the Mortgage is so found to be illegal or unenforceable, we shall have the right, in our sole discretion, to require immediate repayment in full of the Obligations Secured (together with all interest thereon not previously paid or capitalized).

#### **4.30 SECTION HEADINGS**

Headings in the Mortgage are set forth for convenience of reference only, and are not to be taken or read for the purpose of interpreting the terms and provisions of the Mortgage.

#### **4.31 NATIONAL HOUSING ACT**

All Canada Mortgage and Housing Corporation insured mortgages are made pursuant to the *National Housing Act* (Canada).

#### **4.32 CHANGES IN SPOUSAL STATUS**

Upon any change or occurrence affecting either of the following:

- (a) the spousal status of any of you; and
- (b) the qualification of Your Property as a matrimonial home within the meaning of applicable law,

you will immediately advise us accordingly. You acknowledge that we want this information in order to be kept fully informed of the names and addresses of the owner or owners of Your Property and any spouse or former spouse who is not an owner but has any rights in Your Property under applicable marital property law. Herein, "spouse" includes any person given rights in Your Property by Applicable Law.

#### **4.33 REQUIREMENTS OF SECTION 6 OF THE *INTEREST ACT* (CANADA)**

To the extent that Section 6 of the *Interest Act* (Canada) is at any time applicable to the indebtedness (or some of the indebtedness) secured by the Mortgage, you acknowledge for the

purposes of our fulfilling our obligations under that Act that the information set forth in Appendix 1 to these Terms sets forth various loan principal amounts and the respective nominal interest rates applicable thereto and the equivalents thereof calculated half-yearly, not in advance, provided however that if said Section 6 applies to any Loan and the payment frequency for such Loan is other than monthly pursuant to the applicable Credit Document, then the information which we are required to provide you pursuant to said Section 6 will be set forth elsewhere in the Mortgage.

#### **4.34 SEALED COVENANTS**

It is the declared intention of each person signing the Mortgage (whether as a mortgagor or a Guarantor) that each promise and agreement made in the Mortgage shall be treated as if made by each of them respectively under seal.

#### **4.35 JURISDICTION**

The Mortgage is governed by and interpreted in accordance with the law in force in the province in which Your Property is located.

#### **4.36 FURTHER ASSURANCES**

You covenant to do and cause all things to be done and execute and deliver all such documents as may be required in order to carry out the provisions of the Mortgage, these Terms and the Credit Documents.

#### **4.37 CONFLICTS**

In case of conflict between these Terms and any other agreement between us, the provisions of the other agreement will prevail.

#### **4.38 ACKNOWLEDGEMENT OF RECEIPT**

You acknowledge that you have read and received a copy of these Terms, and you agree that these Terms are an integral part of the Mortgage.

#### **4.39 CERTAIN PROVISIONS APPLICABLE TO CERTAIN JURISDICTIONS**

- (a) If Your Property is situated in Ontario:
  - (i) The covenants set out in Section 7(1) of the *Land Registration Reform Act* (Ontario) are excluded from the Mortgage and replaced by the provisions of these Terms; and
  - (ii) If the *Ontario New Home Warranties Plan Act* (Ontario), as amended from time to time, applies to Your Property, you agree to comply with its requirements, provide us with copies of all documentation submitted to and received in connection with the warranties provided thereunder immediately upon request, and to immediately reimburse us for any costs which we incur in complying with it or enforcing your rights on your behalf if you fail to do so, and until you have paid them to us, they will be added to the Obligations Secured, will be subject to interest at your Interest Rate and will be secured by the Mortgage.



- (b) If Your Property is situated in Saskatchewan and any of you and any of the Guarantors is a corporate entity, then each of such corporate entities hereby covenants and agrees that the provisions of:
- (i) the *Limitation of Civil Rights Act* (Saskatchewan) shall have no application:
    - (A) to the Mortgage;
    - (B) to any mortgage, charge or other security for the payment of money made, given or created by the Mortgage;
    - (C) to any agreement or instrument renewing or extending or collateral to the Mortgage; or
    - (D) to the rights, powers or remedies of us under the Mortgage; and
  - (ii) the *Land Contracts (Actions) Act, 2018* (Saskatchewan) shall not have application to an action, as defined by the *Land Contracts (Actions) Act, 2018* (Saskatchewan), with respect to this Mortgage or to Your Property.
- (c) If Your Property is situated in Saskatchewan, you represent and warrant that none of Your Property is farm land within the meaning of *The Saskatchewan Farm Security Act* (Saskatchewan), as amended and/or restated from time to time.
- (d) If Your Property is situated in New Brunswick, you (and we by our acceptance of the Mortgage) agree to exclude from the Mortgage all statutory covenants which by Applicable Law would otherwise be or be deemed to be included in the Mortgage, it being acknowledged by you and us that the Mortgage (and the Credit Documents) contain all terms and provisions applicable to the Mortgage, the Loan and the Obligations Secured.
- (e) If Your Property is situated in Alberta:
- (i) you are aware of the provisions of the *Law of Property Act* (Alberta), as amended (if amended) and hereby waive the provisions thereof and of any legislation passed in substitution or replacement thereof to the extent that such legislation limits our remedies pursuant to this Mortgage, and you expressly agree with us that, in the event of any default in the payment of any monies secured hereunder or otherwise howsoever and/or in any other security held by us, then, except to the extent that Applicable Law prohibits the same and that the provisions of such legislation cannot be waived, we may proceed against you upon your covenant for payment, in accordance with the terms thereof, whether or not Your Property has been transferred or sold or otherwise disposed of and may realize on any and all security held by us, simultaneously or otherwise, as we in our absolute discretion may decide; and
  - (ii) you acknowledge that you are fully aware of Section 49 of the *Expropriation Act* (Alberta), and being fully aware that under the terms of said Act, we may otherwise be restricted to recovering the market value of this Mortgage at the date of any expropriation. You hereby waive the provisions of Section 49 of the *Expropriation Act* insofar as they relate to such restriction,

and you further waive any provisions which may be enacted and in force from time to time in replacement of or in addition to such provisions.

- (f) If Your Property is situated in British Columbia, you (and we by our acceptance of the Mortgage) agree to exclude from the Mortgage all statutory covenants which by Applicable Law would otherwise be or be deemed to be included in the Mortgage, it being acknowledged by you and us that the Mortgage (and the Credit Documents) contain all terms and provisions applicable to the Mortgage, the Loan and the Obligations Secured.

Investors Group Trust Co. Ltd. is a federally regulated trust company and is the mortgagee.

**APPENDIX 1**

COLUMN A		COLUMN B		COLUMN A		COLUMN B		COLUMN A		COLUMN B	
Interest rate compounded monthly not in advance	Equivalent interest rate compounded semi-annually not in advance	Interest rate compounded monthly not in advance	Equivalent interest rate compounded semi-annually not in advance	Interest rate compounded monthly not in advance	Equivalent interest rate compounded semi-annually not in advance	Interest rate compounded monthly not in advance	Equivalent interest rate compounded semi-annually not in advance	Interest rate compounded monthly not in advance	Equivalent interest rate compounded semi-annually not in advance	Interest rate compounded monthly not in advance	Equivalent interest rate compounded semi-annually not in advance
1.000%	1.002%	10.000%	10.211%	19.000%	19.768%						
1.125%	1.128%	10.125%	10.341%	19.125%	19.903%						
1.250%	1.253%	10.250%	10.471%	19.250%	20.039%						
1.375%	1.379%	10.375%	10.602%	19.375%	20.174%						
1.500%	1.505%	10.500%	10.732%	19.500%	20.310%						
1.625%	1.631%	10.625%	10.863%	19.625%	20.445%						
1.750%	1.756%	10.750%	10.994%	19.750%	20.581%						
1.875%	1.882%	10.875%	11.124%	19.875%	20.716%						
2.000%	2.008%	11.000%	11.255%	20.000%	20.852%						
2.125%	2.134%	11.125%	11.386%	20.125%	20.988%						
2.250%	2.261%	11.250%	11.517%	20.250%	21.124%						
2.375%	2.387%	11.375%	11.648%	20.375%	21.260%						
2.500%	2.513%	11.500%	11.779%	20.500%	21.396%						
2.625%	2.639%	11.625%	11.910%	20.625%	21.532%						
2.750%	2.766%	11.750%	12.041%	20.750%	21.668%						
2.875%	2.892%	11.875%	12.173%	20.875%	21.804%						
3.000%	3.019%	12.000%	12.304%	21.000%	21.940%						
3.125%	3.145%	12.125%	12.435%	21.125%	22.077%						
3.250%	3.272%	12.250%	12.567%	21.250%	22.213%						
3.375%	3.399%	12.375%	12.698%	21.375%	22.350%						
3.500%	3.526%	12.500%	12.830%	21.500%	22.486%						
3.625%	3.652%	12.625%	12.962%	21.625%	22.623%						
3.750%	3.779%	12.750%	13.094%	21.750%	22.760%						
3.875%	3.906%	12.875%	13.225%	21.875%	22.896%						
4.000%	4.033%	13.000%	13.357%	22.000%	23.033%						
4.125%	4.161%	13.125%	13.489%	22.125%	23.170%						
4.250%	4.288%	13.250%	13.621%	22.250%	23.307%						
4.375%	4.415%	13.375%	13.753%	22.375%	23.444%						
4.500%	4.542%	13.500%	13.885%	22.500%	23.581%						
4.625%	4.670%	13.625%	14.018%	22.625%	23.719%						
4.750%	4.797%	13.750%	14.150%	22.750%	23.856%						
4.875%	4.925%	13.875%	14.282%	22.875%	23.993%						
5.000%	5.052%	14.000%	14.415%	23.000%	24.131%						
5.125%	5.180%	14.125%	14.547%	23.125%	24.268%						
5.250%	5.308%	14.250%	14.680%	23.250%	24.406%						
5.375%	5.436%	14.375%	14.812%	23.375%	24.543%						
5.500%	5.563%	14.500%	14.945%	23.500%	24.681%						
5.625%	5.691%	14.625%	15.078%	23.625%	24.819%						
5.750%	5.819%	14.750%	15.211%	23.750%	24.957%						
5.875%	5.947%	14.875%	15.344%	23.875%	25.095%						
6.000%	6.076%	15.000%	15.477%	24.000%	25.232%						
6.125%	6.204%	15.125%	15.610%	24.125%	25.371%						
6.250%	6.332%	15.250%	15.743%	24.250%	25.509%						
6.375%	6.460%	15.375%	15.876%	24.375%	25.647%						
6.500%	6.589%	15.500%	16.009%	24.500%	25.785%						
6.625%	6.717%	15.625%	16.143%	24.625%	25.923%						
6.750%	6.846%	15.750%	16.276%	24.750%	26.062%						
6.875%	6.974%	15.875%	16.409%	24.875%	26.200%						
7.000%	7.103%	16.000%	16.543%	25.000%	26.339%						
7.125%	7.232%	16.125%	16.677%	25.125%	26.477%						
7.250%	7.360%	16.250%	16.810%	25.250%	26.616%						
7.375%	7.489%	16.375%	16.944%	25.375%	26.755%						
7.500%	7.618%	16.500%	17.078%	25.500%	26.894%						
7.625%	7.747%	16.625%	17.212%	25.625%	27.033%						
7.750%	7.876%	16.750%	17.345%	25.750%	27.172%						
7.875%	8.005%	16.875%	17.480%	25.875%	27.311%						
8.000%	8.135%	17.000%	17.614%	26.000%	27.450%						
8.125%	8.264%	17.125%	17.748%	26.125%	27.589%						
8.250%	8.393%	17.250%	17.882%	26.250%	27.728%						
8.375%	8.522%	17.375%	18.016%	26.375%	27.867%						
8.500%	8.652%	17.500%	18.151%	26.500%	28.007%						
8.625%	8.781%	17.625%	18.285%	26.625%	28.146%						
8.750%	8.911%	17.750%	18.419%	26.750%	28.286%						
8.875%	9.041%	17.875%	18.554%	26.875%	28.425%						
9.000%	9.170%	18.000%	18.689%	27.000%	28.565%						
9.125%	9.300%	18.125%	18.823%	27.125%	28.705%						
9.250%	9.430%	18.250%	18.958%	27.250%	28.845%						
9.375%	9.560%	18.375%	19.093%	27.375%	28.985%						
9.500%	9.690%	18.500%	19.228%	27.500%	29.124%						
9.625%	9.820%	18.625%	19.363%	27.625%	29.265%						
9.750%	9.950%	18.750%	19.498%	27.750%	29.405%						
9.875%	10.080%	18.875%	19.633%	27.875%	29.545%						