

SCHEDULE OF ADDITIONAL PROVISIONS

1. STANDARD CHARGE TERMS

The parties agree to be bound by the provisions in the Standard Charge Terms filed as Number _____, as amended by this Schedule, and the Borrower and any Guarantor, hereby acknowledge receipt of a copy of these terms. All capitalized terms used in this Schedule shall have the same meaning as such terms are defined in Standard Charge Terms filed as No. _____, unless otherwise defined in the Commitment, in this Schedule or in the charge covering pages to which this Schedule is attached. This Schedule as attached and Standard Charge Terms No. _____ are hereinafter collectively referred to as the "**Charge**".

2. NON-MERGER AND PARAMOUNTCY

The Borrower and the Bank hereby agree that the execution and registration of this Charge and the collateral and other security granted to secure the loan (the "**Loan**") by the Bank to the Borrower made pursuant to the terms of a commitment letter and a financing agreement between the Bank and the Borrower, as same may be amended in writing from time to time (hereinafter collectively the "**Commitment**") or the advance of funds under this Charge shall not cause the Commitment to merge, but rather the Commitment shall survive and all the terms therein shall be binding after the advance under this Charge has been made. Any default under the Commitment shall constitute a default under the Charge and shall entitle the Bank, at the Bank's option, to exercise all of its rights and remedies contained in the Charge. In the event of conflict between the provisions of the Commitment and the provisions of the Charge or collateral or other security documentation, the Commitment shall govern, otherwise the Bank shall have the rights granted in all of the Commitment, the Charge and the other security documentation. There will be no conflict if the terms and conditions of the Charge or other security documentation should enlarge or clarify the terms and conditions of the Commitment or if the said Charge or other security documentation or the Commitment remains silent on any one of the provisions of the other.

3. SALE OR ASSIGNMENT OF LOAN

- (a) For clarity, and in addition to the rights granted to the Bank in Section 21 of the Standard Charge Terms, the Bank shall have the right, both before and after the advance of the Principal Amount, without notice to you and without your consent, to sell, assign, syndicate, or securitize into the secondary market, the Commitment, the Loan, this Charge and all other security for the Loan, in whole or in part, to any other party or parties (each a "**Holder**"), and the Holder(s) shall thereafter have all the rights herein of the Bank, including the right to so sell or assign in turn, without any effect on the interest rate or terms of the Loan.
- (b) The Bank may from time to time, in connection with the sale, assignment, syndication or securitization of the Loan, or otherwise, appoint or designate a custodian or agent for the Loan, which custodian or agent may be the registered mortgagee. The Borrower and each Guarantor, if any, acknowledges that such custodian or agent will have no liability whatsoever to the Borrower or Guarantor(s), if any, in connection with the Loan, being merely custodian or agent for the Bank and/or Holders.
- (c) The Bank shall have the unrestricted right from time to time to appoint a third party to service or administer the Loan, and to deal with the Borrower and Guarantor(s), if any, in place of the Bank, provided that until the Bank gives notice of such appointment to the Borrower, the Borrower and Guarantor(s), if any, shall continue to deal with the Bank in matters pertaining to the servicing or administration of the Loan.

4. **SECURITIZATION TERMS**

In the event of any securitization in accordance with Section 3 above, the Borrower and any Guarantor hereby acknowledge and agree that the following terms and provisions shall be deemed to apply to the Charge, which shall be read, *mutatis mutandis*, as if same were included therein:

- (a) references or rights to any fluctuating account or accounts, revolving loans, additional or further advances beyond an initial advance, re-advances, and multiple facilities, shall be deemed deleted and not applicable. In addition, in light of the foregoing, any new or additional advances, increases to principal, or further borrowings or extensions of the term, shall not be permitted unless agreed to by the Bank, and only on the condition that same are new loans made to the Borrower, whether or not same continue to be secured by this Charge. The Borrower covenants and agrees to enter into such additional or new security documentation requested by the Bank to evidence the foregoing, including and without limitation a new commitment letter and a new Charge;
- (b) references with respect to, or rights relating to, lines of credit, shall be deemed deleted and not applicable;
- (c) references or rights, in favour of the Bank or otherwise, with respect to any cross-collateralization, cross default, or consolidation of any security, mortgages, loans, or property, or the granting of property as security for more than one loan, or more than one loan being secured by a single property, shall be deemed deleted and not applicable, with the intent that this Charge shall only be registered against the Lands, the Lands shall only secure the Loan and no other indebtedness, and the only real property security for the Loan shall be the Lands; and
- (d) any right allowing for the Borrower to determine or change any payment dates or frequencies shall be subject to the obligation that, and deemed to include a provision that, such payments must be made on at least a monthly basis, and shall include regular blended payments of both principal and interest.