**SCHEDULE -** **ADDITIONAL PROVISIONS**

**(for CMHC Ontario Standard Charge Terms No. 8616)**

1. **Definitions** - Unless otherwise expressly defined in this Charge or the Standard Charge Terms, or unless otherwise required by the context, the following words and phrases shall have the following meanings when used in this Charge:
	1. **“Applicable Laws”** means, in respect of any Person, property, transaction or event, all applicable federal, provincial or municipal laws, statutes, regulations, rules, by-laws, policies and guidelines, orders, permits, licences, authorizations, approvals and all applicable common law or equitable principles in force and effect during the currency of this Charge; ;
	2. “**Business Day**” means any day of the week other than Saturday, Sunday or any other day which is a statutory or a municipal holiday in the municipality in which the Property is situate;
	3. “**Borrower Entity**” means, individually and collectively, the Chargor, each Guarantor, each indemnitor of all or part of the Loan Indebtedness or in respect of or related to the Property or any part thereof, and any Person having a beneficial ownership interest in all or any part of the Property from time to time, including (i) each partner of any Borrower Entity which is a general partnership, (ii) each general partner of any Borrower Entity which is a limited partnership and each limited partner thereof that undertakes any active management or control of such limited partnership (but shall not include any limited partner thereof so long as the such limited partner does not undertake any active management or control of such limited partnership);
	4. “**Charge**” means, for the non-electronic paper based registration system, the Charge/Mortgage of Land (Form 2) to which this Schedule is attached, the Standard Charge Terms, this Schedule and all other schedules thereto, or for the electronic registration system, the Charge/Mortgage prepared in the electronic format and registered electronically pursuant to Part III of the *Land Registration Reform Act* (Ontario), including the Standard Charge Terms, this Schedule and all other schedules thereto; and includes the “Charge” as defined in the Standard Charge Terms;
	5. “**Chargee**” means, individually and collectively, Computershare Trust Company of Canada and any other Person who acquires all or part of the rights, title and interest of the Chargee under the Loan Documents;
	6. “**Chargor**” means, individually and collectively, the Person or Persons named as Chargor in this Charge, and includes the “Chargor” as defined in the Standard Charge Terms;
	7. “**CMHC**” means Canada Mortgage and Housing Corporation and its successors and assigns;
	8. “**Commitment**” means each and every letter of commitment, loan approval, term sheet or other similar agreement establishing or pertaining to the Loan, and all amendments thereto and renewals or replacements thereof from time to time, including (i) the Commitment Letter dated [DATE], as amended, issued by Equitable Bank to the [Chargor / ADDRESSEE ON COMMITMENT], and (ii) Certificate of Insurance No. \_\_\_\_\_\_\_\_\_\_ dated [DATE] issued by CMHC and all special conditions attached thereto, as amended, superseded or otherwise replaced by any subsequently issued Certificate of Insurance, and all other terms and conditions subsequently issued or otherwise required by CMHC;
	9. “**Costs**” means all costs, charges and expenses as described in Section 36 of the Standard Charge Terms;
	10. **"Environmental Laws"** means all present and future Applicable Laws, standards and requirements relating to environmental or occupational health and safety matters, including those relating to the presence, release, reporting, licensing, permitting, investigation, disposal, storage, use, remediation and clean-up or any other aspect of a Hazardous Substance.
	11. **"Environmental Proceeding"** means any investigation, action, proceeding, conviction, fine, judgement, notice, order, claim, directive, permit, license, approval, agreement or Lien of any nature or kind arising under or relating to Environmental Laws.
	12. “Event of Default” or “default” means any of the following events: (a) any default by the Chargor in payment of all or any portion of the Loan Indebtedness when due or in payment of any Loan reserves when due under the Loan Documents; (b) if any Transfer occurs in breach or violation of the provisions of any of the Loan Documents; (c) if any Lien is made, created, issued, incurred or permitted to exist in respect of, or registered against, all or any part of the Property in breach or violation of the provisions of any of the Loan Documents (whether or not having priority over the security thereof); (d) any failure by any Borrower Entity to comply with its obligations under any of the Loan Documents with respect to insurance; (e) any utility charges and realty taxes in respect of the Property are not paid when due; (f) any Borrower Entity defaults in observing or performing any other covenant, condition or obligation under any Loan Document on its part to be observed or performed which default is not cured within the applicable notice, grace or cure period, or if no such period is provided and is not expressly excluded, within thirty (30) days following written notice of such default to such Borrower Entity (but for greater certainty, there is no such notice, grace or cure period in respect of any other Event of Default separately enumerated in this definition or which is expressly stated in any Loan Document to be immediate or to have no applicable notice, grace or cure period); (g) any representation or warranty of any Borrower Entity in any Loan Document, or in any financial statement or other document at any time delivered by or on behalf of any such Borrower Entity to any Lender Entity in connection with the Loan that is incorrect or misleading in any material respect as of the date of delivery to such Lender Entity or as of such other date specified therein; (h) any Borrower Entity becomes insolvent, makes any assignment in bankruptcy, makes any assignment for the benefit of creditors or makes any proposal to or seeks relief from its creditors under any bankruptcy, insolvency, reorganization, liquidation, moratorium, receivership or other similar laws affecting or relating to creditor’s rights, any order, declaration or judgement of any court is made adjudging or declaring any Borrower Entity bankrupt or insolvent or ordering the liquidation, winding-up, reorganization or arrangement of any Borrower Entity or granting any Borrower Entity protection from its creditors or appointing any trustee, receiver, receiver and manager, administrator, sequestrator or other Person with similar powers in respect of any Borrower Entity or all or any part of its assets, or any proceedings are commenced by or against any Borrower Entity seeking any such order, declaration or judgement; (i) any default by any Borrower Entity under any mortgage, charge, hypothec, security interest or other financial encumbrance of all or any part of the Property ranking in priority to or subsequent to the security of the Loan Documents which is not cured within any cure periods applicable thereto; (j) any attornment of rents or withdrawal of consent to collect rents, power of sale or other sale by creditor, judicial sale, foreclosure, taking payment, taking possession or other enforcement or realization (whether or not permitted hereunder) proceedings are commenced against or in respect of any Borrower Entity, the Property or any part thereof under or in respect of such mortgage, charge, hypothec, security interest or other financial encumbrance or any holder thereof takes possession or control of any part of the Property; (k) any writ of execution, distress, attachment or other similar process is issued or levied against any Borrower Entity or all or any part of its assets, or any judgement or order is made against any Borrower Entity by a court of competent jurisdiction, and such writ, distress, attachment, process, judgment or order either (i) relates to or includes the Property or any part thereof, or (ii) in the opinion of the Chargee in its sole discretion, has or could be expected to have a Material Adverse Effect; (l) any part of the Property is expropriated and, in the opinion of the Chargee in its sole discretion, such expropriation has or could be expected to have a Material Adverse Effect; or (m) any other default or Event of Default expressly provided under any Loan Document.
	13. “**Guarantor**” means any party to this Charge expressly defined as such and any and all Persons who have directly, indirectly, as principal debtor or as surety covenanted to pay or guaranteed payment of the whole or any part of the Loan Indebtedness or who have covenanted to perform or guaranteed performance by the Chargor of its obligations under this Charge or any other Loan Document;
	14. **"Hazardous Substance"** means any substance or material that is prohibited, controlled, otherwise regulated by any governmental authority or is otherwise hazardous in fact, including without limitation contaminants, pollutants, asbestos, lead, urea formaldehyde foam insulation, polychlorinated byphenyls or hydrocarbon products, any materials containing same or derivates thereof, explosives, radioactive substances, petroleum and associated products, underground storage tanks, dangerous or toxic substances or materials, controlled products, and hazardous wastes.
	15. **“Interest Adjustment Date”** means the date specified as the Interest Adjustment Date in this Charge;
	16. **“Interest Rate”** means the interest rate per annum specified as the Interest Rate in this Charge, which rate of interest shall be calculated and compounded semi-annually, not in advance, both before and after maturity, demand, default and judgment;
	17. **“Lender Entity”** means each of the Chargee, its servicer, the lender named in the Commitment, each Person having an ownership interest in the Loan from time to time, any receiver and their respective employees, officers and directors;
	18. “Lien” means any mortgage, charge, pledge, hypothec, assignment, lien, lease, sublease, easement, preference, priority, trust or other security interest or encumbrance of any kind or nature whatsoever with respect to any property or asset, including any title reservations, limitations, provisos or conditions;
	19. **“Loan”** means the loan made by the Chargee to the Chargor in the Principal Amount pursuant to the Loan Documents;
	20. **“Loan Documents”** means, collectively, all documents, instruments, agreements and opinions now or hereafter evidencing, securing, guaranteeing and/or relating to the Loan and the Loan Indebtedness or any part thereof, including the Commitment and this Charge;
	21. **“Loan Indebtedness”** means the aggregate of (i) the Principal Amount, (ii) all interest and compound interest at the Interest Rate, (iii) all Costs, (iv) if applicable, the Prepayment Charge and any other yield maintenance charge and other amount or amounts payable under this Charge or pursuant to any other Loan Document in connection with any prepayment of any monies secured by this Charge, (v) any amount, cost, charge, expense or interest added to the Loan Indebtedness under the Loan Documents or Applicable Laws or which is otherwise due and payable thereunder or secured thereby from time to time, and (vi) the payment, performance, discharge and satisfaction of all other obligations of any Borrower Entity under or in respect of the Loan and Loan Documents;
	22. “Material Adverse Effect” means a material adverse effect on any of (i) the value or marketability of all or any part of the Property, or the servicing, development, construction, use, leasing, operation or management thereof by any Person; or (ii) the ability of any Borrower Entity to observe and perform any of its respective covenants and obligations to the Chargee under or in respect of the Loan and the Loan Documents when due, or (iii) the validity, enforceability or priority of any of the Loan Documents, any of the respective covenants, obligations and liabilities of any Borrower Entity thereunder, or any of the rights and remedies of the Chargee thereunder, or (iv) the business, assets, property or financial condition of any Borrower Entity, taken as a whole;
	23. **“Maturity Date”** means date specified as the Balance Due Date in this Charge;
	24. **“Monthly Payment”** means each monthly payment of principal and interest to be paid by theChargor to the Chargee on account of the Loan, each in the amount specified in this Charge (for a Charge in the non-electronic paper based registration system, being the dollar amount specified in Box 9(h) of the Charge/Mortgage of Land (Form 2), or for a Charge in the electronic registration system, being the dollar amount specified as “Payments”);
	25. **“Payment Date”** means the first day of each calendar month in each and every year commencing on the first day of the first calendar month following the Interest Adjustment Date and ending on the Maturity Date;
	26. **“Person”** means any individual, general or limited partnership, joint venture, sole proprietorship, corporation, unincorporated association or organization, trust, trustee, executor, administrator, legal representative or governmental authority;
	27. “**Prepayment Charge**” means, with respect to any acceleration or prepayment of the principal amount of the Loan occurring prior to the Maturity Date (including any acceleration as a result of any Event of Default), an amount equal to the greater of (i) three (3) months’ interest at the applicable interest rate on the principal amount of the Loan then outstanding, and (ii) the positive difference, if any, between (A) the present value on the date of such acceleration or prepayment of all future monthly payments which the Chargor would otherwise be required to pay under the Loan during the remainder of the Loan term up to and including the Maturity Date absent such prepayment or acceleration, including the unpaid principal amount of the Loan (which for the purpose of such calculation only, will be assumed to be due and payable to the Chargee on the Maturity Date) with such present value being determined by the use of a discount rate equal to the yield to maturity on the date of such acceleration or prepayment of the Canada Mortgage Bond having the term to maturity closest to what otherwise would have been the remainder of the Loan term up to and including the Maturity Date absent such acceleration or prepayment, and (B) the then outstanding principal amount on the date of such acceleration or prepayment. If there is more than one Canada Mortgage Bond with a maturity equally close to what otherwise would have been the remaining term of the Loan up to and including the Maturity Date absent such acceleration or prepayment, as the case may be, the selection of the applicable Canada Mortgage Bond will be made by the Chargee, acting reasonably. The Prepayment Charge will be calculated by the Chargee in accordance with its standard methodology two (2) business days immediately prior to the proposed date of prepayment or acceleration.
	28. **“Principal Amount”** means the principal amount specified in the Charge (for a Charge in the non-electronic paper-based registration system, being the dollar amount specified in Box 4 of the Charge/Mortgage of Land (Form 2), or for a Charge in the electronic registration system, being the dollar amount specified in the Charge as “Principal”);
	29. “**Property**” means all legal and beneficial right, title, estate and interest in and to the lands and premises described in this Charge, and all buildings, structures and improvements of every nature and kind now or hereafter situate or constructed thereon, and all easements, rights-of-way and other appurtenances thereto, and all machinery, equipment, appliances, furniture, furnishings, decorations and other fixtures of every nature and kind (whether or not affixed in law) attached thereto or placed, installed or erected thereon or used in connection therewith; and includes the “Charged Premises” as defined in the Standard Charge Terms, the “premises” as referred to in the Standard Charge Terms and all similar references to the same as set out in the Standard Charge Terms. Without limiting the foregoing, “Property” also includes all of the following real and personal property, rights and claims and in each case, both present and after-acquired: (i) all permitted encumbrances, material agreements and permits, licenses or approvals relating to such Property or its management or operation; (ii) all reserves held by the Chargee (or its Loan servicer) under the Loan Documents, (iii) all proceeds, awards or payments of any nature or kind, together with any interest thereon, relating to any part of such Property; (iv) all expropriation proceeds relating to such Property; (v) all insurance proceeds and any unearned insurance premiums and all refunds or rebates of realty taxes relating to such Property; (vi) all claims and rights relating to such Property, including any claims for loss or damage to, or diminution of value of, any part of such Property; (vii) all deposits, security or advance payments of any nature or kind relating to such Property; (viii) all surveys, drawings, designs, reports, studies, tests, plans and specifications relating to such Property; (ix) any other property subject to (or required to be subject to) the security in favour of the Chargee for the Loan Indebtedness from time to time; and (x) all renewals, substitutions, improvements, accessions, attachments, additions, replacements and proceeds to, of or from each of the foregoing components of the Property or any part thereof and all conversions of such Property or the security constituted thereby, so that immediately upon the acquisition, construction, assemblage, placement or conversion of same, each of the foregoing shall be deemed a part of the Property and shall automatically become subject to the security of the Loan Documents as fully and completely and with the same priority and effect as if now owned by the Chargor and specifically described herein, without any further mortgage, charge or hypothecation by the Chargor;
	30. “**Receiver**” means any receiver, receiver and manager, receiver-manager or trustee of the Property as may be appointed from time to time by the Chargee pursuant to the provisions of this Charge or by any court of competent jurisdiction;

* 1. “**this Schedule**” means this schedule of additional provisions attached as a schedule to the Charge;

* 1. “**Standard Charge Terms**” means the CMHC Set of Standard Charge Terms filed as No. 8616 pursuant to the *Land Registration Reform Act* (Ontario); and

* 1. “**Transfer**” means any transaction as described in Section 13 hereof (Section 26 of the Standard Charge Terms as amended hereby).
1. Interpretation - In this Charge: (a) the word “including” shall mean “including, without limitation,”; (b) any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced from time to time, and any successor statute thereto; (c) any reference to the Commitment, any Loan Document, any lease or other agreement or instrument shall include all amendments, addenda, modifications, extensions, renewals, restatements, supplements or replacements thereto from time to time; (d) reference to any Lender Entity, Borrower Entity, beneficial owner of the Property and/or any other Person shall include their respective heirs, executors, administrators, legal representatives, successors and assigns, and reference to “corporation” shall include a company or other form of body corporate; (e) all dollar amounts are expressed in Canadian dollars; (f) the Chargee’s right to give or withhold any consent or approval, make any determination or exercise any discretion shall be exercised by the Chargee acting reasonably unless otherwise expressly provided, except that upon the occurrence of and for so long as any default exists under any Loan Document, the Chargee shall be entitled to exercise same in its sole discretion unless otherwise expressly provided; (g) time shall be of the essence; (h) all obligations of the Chargor in this Charge will be deemed to be covenants by the Chargor in favour of the Chargee; and (i) where any Borrower Entity is comprised of more than one Person, the representations, warranties, covenants and agreements of such Persons shall be joint and several. Where any reference is made in this Charge to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, a trust, such reference shall be construed and applied for all purposes as if it referred to an act to be performed by, an appointment to be made by, an obligation or liability of, an asset or right of, a discharge or release to be provided by, a suit or proceeding to be taken by or against or a covenant, representation or warranty (other than relating to the constitution or existence of the trust) by or with respect to, the trustee(s) of the trust. This Charge shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein without application of any principle of conflict of laws which may result in laws other than the laws in force in Ontario applying to this Charge; and the Chargor consents and attorns to the jurisdiction of the courts of the Province of Ontario.
2. **Payment Provisions and Defeasance** - Provided this Charge to be void upon: (i) payment to the Chargee of the Principal Amount in lawful money of Canada with interest at the Interest Rate, calculated semi-annually not in advance and both before and after maturity, demand, default and judgment, as hereinafter set out; (ii) payment of taxes as provided in this Charge; (iii) performance of Statute Labour; and (iv) observance and performance of all covenants, provisos and conditions contained in this Charge. Interest at the Interest Rate on the amounts advanced from time to time, computed from the respective dates of such advances until but not including the Interest Adjustment Date, shall be due and payable in advance and be deducted from the first advance, and fromand after the Interest Adjustment Date, the Principal Amount and interest thereon at the Interest Rate computed from the Interest Adjustment Date will become due and payable by payments each in the amount equal to the Monthly Payment (which shall include principal and interest) on each Payment Date and the balance of the Principal Amount with interest at the Interest Rate will become due and payable on the Maturity Date. Each Monthly Payment, when received, shall be applied firstly to interest calculated at the Interest Rate on the unpaid balance of the Principal Amount, and the balance, if any, of such Monthly Payment shall be applied on account of and in reduction of the Principal Amount;provided that, in the case of default by the Chargor, the Chargee may then apply any payments received in whatever order it may elect as between taxes, interest, repairs, insurance premiums, any other advances or payments made by the Chargee on behalf of the Chargor hereunder, and the unpaid balance of the Principal Amount. In case default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the rate aforesaid, and in case the interest and compound interest are not paid in six (6) months from the time of default a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the Property.
3. **Reserves** - In addition to the Loan Indebtedness, the Chargor must pay to the Chargee all Loan reserves required by the Loan Documents when due.
4. **Realty Taxes** - Section 5 of the Standard Charge Terms is hereby amended by adding the following sentence to the end thereof: “The Chargor shall not enter into any agreement with any taxing authority under which the due date for payment of taxes is extended beyond the calendar year in which such taxes would normally be due.”
5. **Inspections** - The Chargee or agent of the Chargee or CMHC may, at any time, before and after default, and for any purpose deemed necessary by the Chargee or CMHC, enter upon the Property to inspect the same and all parts thereof. Without in any way limiting the generality of the foregoing, the Chargee or CMHC (or their respective agents and monitors) may enter upon the Property to review and inspect the physical status and the financial status of the operation of the Property and to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee or CMHC and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the Interest Rate, shall be payable by the Chargor forthwith and shall be a charge upon the Property. The exercise of any of the powers enumerated in this Section shall not deem the Chargee, CMHC or their respective agents to be in possession, management or control of the Property.
6. **Environmental Matters:**
	1. Representations Regarding Environmental Matters: The Property and all businesses and operations conducted thereon comply with all Environmental Laws. The Property has not been used for or designated as a waste disposal site and, except as disclosed in the environmental audit obtained by the Chargee prior to the advance of funds under this Charge (the “**Environmental Audit**”), contains no Hazardous Substances and there is no existing or threatened Environmental Proceeding against or affecting the Property. Copies of all existing environmental assessments, audits, tests and reports relating to the Property have been delivered to the Chargee. To the best of the Chargor's knowledge and belief, there are no pending or proposed changes to Environmental Laws or to any Environmental Proceedings which would render illegal or materially restrict or change the present use and operation of the Property. Except as disclosed in the Environmental Audit, neither of the Chargor nor, to the best of the Chargor's knowledge and belief after due inquiry and investigation, any other Person or organization: (i) has used or permitted the use of the Property to generate, manufacture, refine, treat, transport, store, handle, dispose, transfer, produce or process Hazardous Substances; (ii) has been subject to any Environmental Proceeding related to the Property; (iii) has caused or permitted the release or discharge of any Hazardous Substance on or in the vicinity of the Property; (iv) has received or otherwise has knowledge of any Environmental Proceedings or of any facts which could give rise to any Environmental Proceeding related to the Property; (v) has undertaken any remediation or clean-up of any Hazardous Substance on or in the vicinity of the Property; or (vi) has defaulted in reporting any occurrence or circumstance to any governmental authority in relation to the Property which is or was required to be reported pursuant to any Environmental Laws.
	2. Covenants Regarding Environmental Matters: The Chargor shall: (i) ensure that the Property and the Chargor comply with all Environmental Laws at all times; (ii) not permit any Hazardous Substance to be located, manufactured, stored, spilled, discharged or disposed of at, on or under the Property (except in the ordinary course of business of the Chargor or any tenant and in compliance with all Environmental Laws) nor permit any other activity on or in respect of the Property that might result in any Environmental Proceeding affecting the Property, Chargor or Chargee; (iii) notify the Chargee promptly of any threatened or actual Environmental Proceedings; (iv) remediate and cure in a timely manner any non-compliance by the Property or the Chargor with Environmental Laws, including removal of any Hazardous Substances from the Property; (v) maintain all environmental and operating documents and records including all permits, licenses, certificates, approvals, orders and agreements relating to the Property as required by Environmental Laws; (vi) provide the Chargee promptly upon request with such information, documents, records, permits, licences, certificates, approvals, orders, agreements, environmental audits, reports, assessments and inspections and take such other steps (all at the Chargor's expense) as may be required by the Chargee to confirm and/or ensure compliance by the Property and the Chargor with Environmental Laws, and (vii) execute all consents, authorizations and directions necessary to permit any inspection of the Property by any governmental authority and to permit the release to the Chargee or its representatives, of any information relating to the Property and the Chargor.
	3. Environmental Indemnity: Without limiting any other provision of this Charge or any document collateral hereto, the Chargor shall indemnify and pay, protect, defend and save the Chargee harmless from and against all actions, proceedings, losses, damages, liabilities, claims, demands, judgments, costs, expenses, (including legal fees and disbursements on a solicitor and his own client basis) (collectively "**Environmental Claims**"), imposed on, made against or incurred by the Chargee arising from or relating to, directly or indirectly, and whether or not disclosed by the Environmental Audit and whether or not caused by the Chargor or within its control, (i) any actual or alleged breach of Environmental Laws relating to or affecting the Property, (ii) the actual or alleged presence, release, discharge or disposition of any Hazardous Substance in, on, over, under, from or affecting all or part of the Property or surrounding lands, including any personal injury or property damage arising therefrom, (iii) any actual or threatened Environmental Proceeding affecting the Property including any settlement thereof, (iv) any assessment, investigation, containment, monitoring, remediation and/or removal of all Hazardous Substances from all or part of the Property or surrounding areas or otherwise complying with Environmental Laws, or (v) any breach by the Chargor of any covenant hereunder or under any document collateral hereto or under Applicable Law relating to environmental matters. This indemnity shall survive repayment of the loan secured hereby, foreclosure upon this Charge and any other extinguishing of the obligations of the Chargor under this Charge and any other exercise by the Chargee of any remedies available to it against the Chargor.
7. **Financial Reporting** - The Chargor covenants that: (a) all financial and operating information and records relating to the Property shall be maintained on a “stand-alone basis” and kept isolated, separate and apart from that of all other real properties and assets owned or controlled by the Chargor or any of them; and (b) within the periods of time hereinafter specified, the Chargor shall deliver or cause to be delivered to the Chargee the following:
	* + - 1. within 120 days after the end of each fiscal year of operation of the Property, (i) [audited / review engagement] financial statements in respect of the Property, including a Balance Sheet and supporting schedules and a detailed Statement of Income and Expenditures and supporting schedules; (ii) a current rent roll for the Property containing such detail as may be required by the Lender; (iii) a budget for the Property for the next fiscal year, forecasting both operating income and expenses and capital expenditures; and (iv) such other information and explanations in respect of the same as may be required by the Chargee;
				2. within 120 days after the end of each fiscal year of each Borrower Entity which is a corporation, [audited / review engagement] financial statements of each such Borrower Entity, including a Balance Sheet and supporting schedules, a detailed Statement of Income and Expenditures and supporting schedules, and a Statement of Change in Cash Flow, and such other information and explanations as may be required by the Chargee; and
				3. with respect to each Borrower Entity who is an individual and within 120 days after the end of each fiscal year of operation of the Property, an annual updated net worth statement of each such individual in such form and including such content and other information and explanations as may be required by the Chargee.

All such operating and financial statements shall be prepared at the expense of each such Borrower Entity and in accordance with generally accepted accounting principles applied on a consistent basis and by a duly qualified chartered accountant or certified public accountant which is acceptable to the Chargee, and the completeness and correctness of such statements shall be supported by an affidavit of an authorized officer of each such Borrower Entity. The Chargor hereby authorizes the Lender to obtain such financial information from third parties respecting each Borrower Entity as the Chargee may require and covenants to deliver any further financial information requested by the Chargee. If the Chargor or any other Borrower Entity defaults in its obligations to provide any financial statements or other information required hereunder and if such default shall remain outstanding on the next regular Payment Date following the occurrence thereof, the Chargor shall pay to the Chargee its standard administrative fee on such Payment Date and on each subsequent Payment Date until such default is cured. The Chargor agrees that such administrative fee is a fair and reasonable fee necessary to compensate the Chargee for its additional administrative costs and is not a penalty, fine or interest.

1. **Ownership of Property** - The Chargor represents and warrants that it is the sole [legal and beneficial owner of the Property / legal owner of the Property as nominee and bare trustee for and on behalf of the beneficial owners thereof as disclosed to the Chargee prior to advance of funds hereunder].
2. **Property Management** - The Chargee shall have the right to require the Chargor to retain professional property management for the Property satisfactory to the Chargee. The Chargee shall also have the right to approve the terms and conditions of the management agreement and to terminate the management agreement, at no cost to the Chargee, in the event of a default or if the Property is being sold by the Chargee pursuant to its remedies under the Loan Documents. Any change in the management of the Property shall require the prior written approval of the Chargee, both as to manager and the terms and conditions of the management agreement. [At Loan closing and subsequent to Loan closing but prior to default, the Chargee agrees that the Chargor shall be deemed acceptable to the Lender as manager of the Property.]
3. **Non-Merger** **& Parmountcy** -

* 1. Notwithstanding the registration of this Charge and the advance of funds pursuant hereto, the terms and conditions of the Commitment shall remain binding and effective on the parties hereto, and shall not merge in this Charge or in any other Loan Document, and the terms of the Commitment are incorporated herein by reference. Any default under this Charge shall constitute concurrent default under all other Loan Documents and any default under any other Loan Document shall constitute concurrent default under this Charge. No single or partial exercise by the Chargee of any right, power or remedy under any Loan Document shall preclude other and further exercise of any other right, power or remedy under such Loan Document or any other Loan Document, and the Chargee shall at all times have the right to proceed under any or all of the Loan Documents and in respect of any or all assets secured thereby in such order and in such manner as it shall in its sole discretion deem fit.

* 1. In the event of any conflict or inconsistency between the terms and conditions of the Commitment and the terms and conditions of any of the Loan Documents, or any conflict or inconsistency as between the terms and conditions of any of the Loan Documents, unless otherwise expressly provided by any other Loan Document, the Lender shall decide in its sole discretion the provisions of which document shall prevail.

* 1. In the event of any conflict or inconsistency between the terms and conditions of this Schedule and the terms and conditions of the Standard Charge Terms, the terms and conditions of this Schedule shall prevail to the extent of such conflict or inconsistency.
1. **Permissible Interest Rate** - It is not the intention of this Charge to violate any provisions of the *Interest Act* (Canada), the Criminal Code (Canada) or any other statute dealing with permitted rates of interest in the Province of Ontario or in Canada. Notwithstanding any provisions set out herein, in no event shall the “interest” (as that term is defined in the Criminal Code) exceed the “criminal rate” (as defined therein) of interest on the “credit advanced” (as defined therein) lawfully permitted under the said legislation. In the event that it is determined at any time that, by virtue of any Loan Document, the payments of interest required to be made by the Chargor exceed the “criminal rate”, then the Chargor shall only be required to pay interest at the highest rate permitted by law. Nothing herein shall invalidate any requirements for payment pursuant to the Commitment, this Charge or such other security documents, and any excess interest paid to the Chargee shall be refunded to the Chargor and the provisions of this Charge shall in all respects be deemed to be amended accordingly.
2. **Due On Sale** - Section 26 of the Standard Charge Terms is hereby excluded therefrom and replaced with the following:

* 1. “The Chargor covenants and agrees with the Chargee that in the event of the Chargor selling, conveying, transferring or entering into an agreement for sale or transfer of title of the Property hereby charged (including, but not limited to, the sale of shares or other interest resulting in a transfer of majority ownership interest) to a purchaser or transferee not approved, in writing, by the Chargee, which approval shall not unreasonably be withheld, all monies hereby secured with accrued interest thereon shall at the option of the Chargee forthwith become due and payable. In addition to and without limiting the foregoing, if without the prior written consent of the Chargee being obtained, such consent not to be unreasonably withheld, (a) the Chargor directly or indirectly sells, conveys, transfers or otherwise disposes of its interest in the Property or any part thereof or agrees to do so, (b) unless the Chargor is an entity whose shares/units are listed and traded on a recognized stock exchange in Canada or the United States, there is a change in the direct or indirect effective voting control of the Chargor or more than 25% of the voting shares/units of the Chargor are transferred, or (c) the Chargor amalgamates or merges, then the Chargee may, at its option, declare forthwith due and payable the entire balance of the unpaid principal together with accrued and unpaid interest due thereon. The decision to accelerate the Loan shall be at the sole option of the Chargee. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. The Chargor will provide reasonable notice to the Chargee of any anticipated or impending transaction which would require the consent of the Chargee under this Section together with such reasonable information as the Chargee may require to determine whether or not to grant its consent thereto.”

1. **Change Of Use** -

* 1. The Chargor covenants and agrees that, except with the prior written approval of the Chargee and CMHC, (i) the building or buildings existing or to be constructed on the Property will not be used as a hotel, (ii) the building plan of the building(s) will not be physically altered, and (iii) the Property will not cease to be occupied by persons utilizing the accommodation for purposes of a principal residence.

* 1. The Chargor covenants and agrees that, except with the prior written approval of the Chargee and CMHC, (i) the building or buildings existing or to be constructed on the Property will not be converted to a condominium, and (ii) no application will be made for approval or registration of the Property or any part thereof as a condominium.

* 1. Section 16 of the Standard Charge Terms are amended by inserting at the end thereof the words “or as a hotel, and will not alter the present use of the Property”.

1. **Changes and Alterations** - Any changes, additions, and/or alterations contemplated to the Property, including changes in use of the Property, must receive the Chargee’s written consent, such consent not to be unreasonably withheld, prior to the commencement of the changes, additions and/or alterations. If the Chargor changes and/or alters the Property without the prior written consent of the Chargee being obtained, then the Chargee may, at its sole option, declare forthwith due and payable the entire balance of the unpaid principal together with the accrued interest due thereon. The Chargor will provide reasonable notice to the Chargee of any anticipated or impending transaction which would require the consent of the Chargee under this Section together with such reasonable information as the Chargee may require to determine whether or not to grant its consent thereto.

1. **Renewal, Extension and/or Amendment** -

* 1. Without prejudice to any rights of the Chargee against any Borrower Entity, the term of this Charge may be renewed, extended and/or amended in accordance with any provisions in such regard set forth in the Commitment, notwithstanding that there may be subsequent encumbrancers; and it shall not be necessary to register any such agreement in order to retain priority of this Charge so altered over any instrument registered subsequent to this Charge; and no such renewal, amendment or extension shall in any way affect or prejudice the rights of the Chargee against any other Borrower Entity; and provided that the foregoing shall not confer any right of renewal upon the Chargor.

* 1. This Charge may be renewed, extended and/or amended from time to time by mutual agreement between the Chargor and the Chargee, notwithstanding that there may be subsequent encumbrancers; and it shall not be necessary to register any such agreement in order to retain priority of this Charge so altered over any instrument registered subsequent to this Charge; and no such renewal, amendment or extension shall in any way affect or prejudice the rights of the Chargee against any other Borrower Entity; and provided that the foregoing shall not confer any right of renewal upon the Chargor. Notwithstanding any such renewal, amendment or extension or any indulgence by the Chargee to any Borrower Entity or that the Chargor may have disposed of its interest in the Property, unless expressly released by the Chargee in writing, the Chargor will remain liable as a principal debtor and not as a surety for the payment, observance and performance of all of the terms and provisions contained in this Charge as so renewed, amended and/or extended. The terms and provisions contained in this Charge shall not be amended except by express agreement in writing made between the Chargor and the Chargee.
1. **Not a Construction Loan** - The Chargor covenants, represents and warrants that the Loan and the proceeds thereof are not to be used for the purpose of securing the financing of any improvement (within the meaning of the *Construction Act* (Ontario)) to the Property or for repaying any charge which was taken to secure the financing of an improvement to the Property. The Chargee may, at its option, withhold from any advances for which the Chargor may have qualified such amounts as the Chargee, in its sole discretion, considers advisable so as to ensure the priority of all advances over all liens arising under any construction lien legislation until such time as the Chargee is fully satisfied that all lien periods have expired and that there are no preserved or perfected liens outstanding. Nothing in this Charge shall be construed to make the Chargee an “owner” or “payer” as defined under any construction lien legislation, nor shall there be or be deemed to be any obligation by the Chargee to retain any holdback which may be required by the said legislation. Any holdback which may be required to be retained by the “owner” or “payer” pursuant to any construction lien legislation shall remain solely the Chargor's obligation. The Chargor hereby covenants and agrees to comply in all respects with the provisions of all construction lien legislation.
2. **Pre-authorized Payment Plan** - At the Chargee’s option and upon written request by it, the Chargor will make all payments pursuant to this Charge by pre-authorized chequing or electronic debit entry from an account maintained by the Chargor and will execute and provide such written authorizations and sample cheques as the Chargee may require. The Chargee shall not be obligated to accept any payment other than in the manner as aforesaid, and failure to make all payments in such manner shall be a default under this Charge. Payment will not be deemed to have been made until the Chargee has actually received such money. The Chargor assumes all risk if payments are lost or delayed. Any payment received after 12:00 o’clock noon (E.S.T.) on any day will be deemed, for the purpose of calculation of interest, to have been made and received on the next Business Day. Payments shall be made to the Chargee at such place as the Chargee may designate from time to time. The Chargor shall pay to the Chargee, forthwith after demand therefore, a reasonable servicing fee and all Costs which are incurred by the Chargee in connection with any payment under any Loan Document which is not honoured by the Chargor’s bank, and until paid the same bear interest at the Interest Rate and shall be added to the Loan Indebtedness and secured by this Charge.
3. **No Subsequent Encumbrances** - The Chargor agrees not to enter into any further financing of the Property and not to further charge or encumber the same in any manner without the prior written approval of the Chargee, such approval not to be unreasonably withheld.
4. **Residential Tenancies and Rents** - Throughout the term of this Charge and until the Loan Indebtedness is repaid in full, the Chargor covenants and agrees to comply with the provisions of the *Residential Tenancies Act*, 2006 (Ontario) and all predecessor and successor legislation, and herby represents and warrants that: (a) to the best of the Chargor’s knowledge, after reviewing the records of the Ministry of Housing there has been compliance in all respects with the *Residential Tenancies Act*, 2006 (Ontario) and all predecessor and successor legislation; (b) the present rents are legal and there are no discrepancies between the rents disclosed to the Chargee and the rents currently charged which could result in the issuance of an order to rebate rents; (c) no tenant application or Ministry investigation or proceedings is pending or threatened which could result in a reduction of the legal rent and/or rebates of rent; (d) no orders exist prohibiting rent increases and no work orders exist which could result in the issuance of an order prohibiting rent increases; (e) there will be no reduction in services or facilities from the level of same as has existed during the past six years; (f) to the best of the Chargor’s knowledge, there have been no allegations by tenants of inadequate maintenance or of withdrawal of services or facilities; and (g) there are no capital components included in the rents which might result in the legal rents being lowered at a future date. Any breach of the provisions of the *Residential Tenancies Act*, 2006 (Ontario) or any other statute regulating the rentals that may be charged to tenants shall constitute a default under this Charge and shall permit the Chargee, at its option, to demand immediate repayment of the amount outstanding hereunder to enforce any of its remedies.
5. **Utilities and Services** - The Chargor covenants that it will pay all charges for utilities, fuel, elevator, telephone, cable TV, data and similar services related to the Property as and when they are due and that the Chargor will not allow or cause the supply of the same to be interrupted or discontinued.

1. **Employee Matters** - Until the Loan Indebtedness is fully repaid, the Chargor shall deliver to the Chargee annually, or more frequently if required by the Chargee, confirmation satisfactory to the Chargee that the Chargor is not in arrears with respect to any employee pensions, other employee benefits including but not limited to Worker’s Compensation Board premiums, Employer Health Tax premiums, Canada Pension Plan contributions, Employment Insurance premiums and all statutory remittances including but not limited to income tax, provincial sales tax and harmonized sales tax. Any arrears of any of the foregoing shall, at the sole option of the Chargee, constitute an Event of Default under this Charge. The Chargor agrees that no steps taken by the Chargee or CMHC in any realization under this Charge shall result in the Chargee or CMHC, as the case may be, directly or in any manner being considered or exposed to consideration as a successor employer under any relevant employment legislation, and the Chargor shall indemnify and save harmless the Chargee and CMHC from any and all claims, actions, proceedings, demands, liabilities, damages, costs and expenses of any nature and kind incurred by them or either of them in such regard. The Chargor shall advise the Chargee forthwith of any material grievances or other grievances arising from any collective agreement which might have an impact on the Charge.

1. **Insolvency Proceedings** - At the option of the Chargee, it shall constitute a default hereunder if any Borrower Entity: (i) becomes insolvent; (ii) becomes the subject of any bankruptcy, arrangement with creditors, proposal, amalgamation or any transaction or series of transactions which results in a change in control of such Borrower Entity; (iii) becomes the subject of any re-organization, liquidation, winding-up, dissolution, receivership or material litigation which, in the Chargee’s opinion, will materially affect the Property or its value, the business or operations carried on the Property or their value, the interest of any Borrower Entity in the Property or the financial condition of any Borrower Entity; (iv) seeks relief under the *Companies’ Creditors Arrangement Act* (Ontario) or other debtor relief legislation; or (v) without the Chargee’s consent, seeks continuation under the laws of any other jurisdiction. Upon the Chargee taking any default or other remedial proceedings under this Charge or any other Loan Document in consequence of any Event Of Default, it is acknowledged and agreed that the Chargee shall be entitled, if possible, to establish a separate project bank account for the Property.

1. **Receivership** - Subsection 34(a)(iv) of the Standard Charge Terms shall be amended by adding to the end thereof the words “and to assume control and carry on the business of the Chargor being conducted at or upon the Property, and to borrow money on the security of the Property, and to sell the Property, and to do all other acts and execute all other documents which may be considered necessary or advisable in order to protect the Property and the Chargee’s interest therein”. Subsection 34(d) of the Standard Charge Terms shall be amended by deleting therefrom the words “deemed” and “and in any event, the agent of the Chargee”.

1. **Right To Distrain** - The Chargee may distrain for arrears of any portion of the Loan Indebtedness. The Chargor waives all rights to claim exemption from distress and confirms that there is no limit in the amount for which the Chargee may distrain.

1. **Not A Chargee In Possession** - By exercising any of its rights and remedies under this Charge, the Chargee shall not be deemed to be a chargee or mortgagee in possession.

1. **Estoppel Acknowledgements** **-** The Chargor covenants to execute and deliver to the Chargee, within three (3) Business Days after request for the same by the Chargee and without charge, an acknowledgement in such form as may be required by the Chargee (provided that the contents thereof are correct) as to the statement of account in respect of the Loan and the status of the terms and conditions of this Charge.

1. **Servicing Fees** - All servicing and administration fees as provided herein or by the Commitment or any other Loan Document are intended to and shall be in an amount sufficient in the sole opinion of the Chargee to compensate the Chargee for its administrative costs and shall not be deemed a penalty. The amount of such servicing and administration fees if not paid shall be added to the Principal Amount secured hereunder, and shall bear interest at the Interest Rate and the Chargee shall have the same rights with respect to collection of same as it does with respect to collection of principal and interest hereunder or at law.

1. **Sale or Securitization of Loan** **-** The Chargee or any other Lender Entity may at any time and from time to time sell (including any sale or securitization into secondary markets), transfer or assign the Loan (or securities or certificates backed by or representing any interest in the Loan or a pool of loans which includes the Loan), the Loan Indebtedness and the Loan Documents, or any interest therein, without notice to or the consent of the Chargor or any other Borrower Entity; and thereafter the Lender shall have no further obligations under or in respect of the Loan or the Loan documents; and for such purposes, each Borrower Entity consents to the disclosure to all interested parties (including by way of offering memorandum, prospectus or other disclosure document regardless of the format or scope of distribution) and to all governmental authorities of any and all information relating to the Loan, the Property and each Borrower Entity, without restriction and without notice to or the consent of the Chargor or any other Borrower Entity. The Chargor acknowledges that the Chargee or any other Lender Entity may receive a fee or commission in connection with any transaction as described in this Section.

1. **No Agency** - The Chargor acknowledges that (i) the Chargee is not acting as the Chargor’s agent or otherwise in any fiduciary capacity in relation to the Chargor in connection with the Loan, and (ii) the Chargee or any other Lender Entity may receive a fee in connection with the servicing of the Loan.

1. **Notices** - All notices and other communications to be given pursuant to or in connection with this Charge shall be in writing, signed by the party giving such notice or by its solicitors, and shall be personally delivered or sent by registered mail or facsimile transmission to the party or parties intended at its or their respective addresses for service as set out in this Charge. Any party may from time to time by notice given as provided herein change its address for the purpose of this provision.

1. **Execution In** **Counterparts** - This Charge may be executed and/or registered in counterparts, each of which when so executed and/or registered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument, and shall be deemed be dated as of the date of execution of the last counterpart to be executed.

1. **Custodian** - The Chargor acknowledges that Computershare Trust Company of Canada is the title trustee/custodian for Equitable Bank and that the terms “Lender”, “Mortgagee”, “Chargee”, “Assignee” or other similar reference when used in this Charge and other Loan Documents shall include Equitable Bank. Where the consent of the Chargee is required to any matter, the consent of Equitable Bank shall be sufficient to meet that requirement.

1. **Loan Syndication** - The Chargor acknowledges that the Chargee may be administering the Loan and holding one or more interests therein as title trustee, custodian and/or manager for and on behalf of certain investors, participants, co-lenders or other Persons (including any mortgage broker, agent or other party who or which may have assisted in arranging the Loan) whose interest may or may not be shown on the Loan Documents or otherwise disclosed to the Chargor. The Chargor agrees to the same and that it shall not request and has no right to require disclosure to it of any such Persons

1. **Loan Servicer** - The Chargor acknowledges and agrees that the Loan and all matters relating thereto may from time to time be serviced on behalf of the Chargee by any servicing agent or other party (the "**Loan Servicer**") as the Chargee may direct from time to time, in which case (i) all monies coming due and payable hereunder shall be paid and delivered to the Loan Servicer or as it may otherwise direct in writing, (ii) all notices and other communications which the Chargor desires or is required to give pursuant to this Charge shall be given to the Loan Servicer at its designated address for service, and (iii) any consent, approval, direction, acknowledgement, undertaking or other agreement required of the Chargee for the purposes of the Loan shall be sufficiently given if made by the Loan Servicer, and the Loan Servicer is hereby so authorized. The Chargee may by written notice given to the Chargor at any time and from time to time change, substitute or terminate the Loan Servicer for the purposes of the Loan effective as of the date specified in any such written notice. In the event of termination of any existing Loan Servicer without simultaneous appointment of another by the Chargee, the Chargee shall be deemed to have appointed itself as Loan Servicer for the purposes of the Loan and thereupon and thereafter the Chargor shall pay all monies coming due under this Charge and give all notices and communications to the Chargee until such time, if ever, as a new Loan Servicer is appointed by the Chargee. The Chargee hereby appoints Equitable Bank as Loan Servicer effective as at the date of initial advance under this Charge.

1. **Specific Assignment Of Leases** - As further security to this Charge, the Chargor covenants and agrees to grant to the Chargee, upon thirty (30) days prior notice in writing, a specific assignment of any or all leases or resident contracts in respect of the Property or premises within the building(s) on the Property.

1. **No Prepayment** - Section 6 of the Standard Charge Terms is hereby excluded therefrom. The Chargor shall not be entitled to prepay the whole or any part of the Principal Amount prior to the Maturity Date.

 [OR]

 **Prepayment Privilege -** Section 6 of the Standard Charge Terms is hereby excluded therefrom. When not in default under this Charge or any other Loan Document, the Chargor may prepay all (but not less than all) of the outstanding Loan Indebtedness to the Chargee at any time [prior to the Maturity Date / after the \_\_\_ anniversary of the Interest Adjustment Date], upon giving not less than \_\_\_\_\_ Business Days prior written notice to the Chargee of the Chargor's intention to do so. In the event that any such notice is given and if prepayment is not made in accordance with such notice, then, at the option of the Chargee, the Chargor shall be deemed to be in default under this Charge. For greater clarity, shall outstanding Loan Indebtedness shall include all accrued and unpaid interest and Costs and payment of the Chargee’s standard yield maintenance (the Prepayment Charge as defined herein) in addition to all other amounts required to be paid to the Chargee.

1. **[FOR CLOSED LOANS ONLY] Prepayment Charge (Yield Maintenance)** - The term of the Loan secured by this Charge is stipulated for the benefit of the Chargee, and the Chargor shall not be entitled to prepay this Charge before maturity. However, in the event that the Chargor defaults under this Charge and the principal balance is accelerated by the Chargee as a result thereof, or if the Chargee is otherwise required to accept a prepayment of this Charge following default by the Chargor whether under this Charge or under any other Loan Document (the Chargor acknowledging that it has no right of prepayment prior to the maturity date of this Charge and this provision does not provide it with such right), the Chargor shall pay to the Chargee, in addition to and concurrently with the payment to the Chargee of all outstanding Loan Indebtedness, an amount equal to the Prepayment Charge. Each Borrower Entity agrees that the Prepayment Charge represents fair and reasonable compensation for the loss that the Chargee (and any other person having an ownership interest in the Loan) may sustain from any acceleration or prepayment of the principal amount of the Loan prior to the Maturity Date having regard to the facts that the Chargee has incurred matching obligations based on the expectation of receipt of the income contracted for under this Charge, that the Chargee is not always able to reinvest funds immediately in mortgage loans, and that the placement of new mortgage loans requires the incurring of significant costs; and that the Prepayment Charge is a commercially reasonable and genuine pre-estimate of such loss and is not a penalty.

**[FOR OPEN LOANS ONLY] Prepayment Charge (Yield Maintenance)** - Notwithstanding any prepayment privilege set out in this Charge, in the event that the Chargor defaults under this Charge and the principal balance is accelerated by the Chargee as a result thereof, or if the Chargee is otherwise required to accept a prepayment of this Charge following default by the Chargor whether under this Charge or under any other Loan Document, the Chargor shall pay to the Chargee, in addition to and concurrently with the payment to the Chargee of all outstanding Loan Indebtedness, an amount equal to the Prepayment Charge. Each Borrower Entity agrees that the Prepayment Charge represents fair and reasonable compensation for the loss that the Chargee (and any other person having an ownership interest in the Loan) may sustain from any acceleration or prepayment of the principal amount of the Loan prior to the Maturity Date having regard to the facts that the Chargee has incurred matching obligations based on the expectation of receipt of the income contracted for under this Charge, that the Chargee is not always able to reinvest funds immediately in mortgage loans, and that the placement of new mortgage loans requires the incurring of significant costs; and that the Prepayment Charge is a commercially reasonable and genuine pre-estimate of such loss and is not a penalty.

1. **Affordabilty Criteria - [INSERT AS SET OUT IN COMMITMENT]**

1. **[VERSION 1, IF APPLICABLE] Related Pari Passu Charge** - The Chargor acknowledges and agrees that it is or may become indebted to the Chargee for a loan made or to be made by the Chargee to the Chargor upon the security of a [first/second] mortgage of the Property (the “**Related Charge**”). The Chargor acknowledges and agrees that, notwithstanding the order of registration of this Charge and the Related Charge or the priorities thereof that would otherwise exist at law, the loan indebtedness (principal, interest and Costs) outstanding under this Charge and the loan indebtedness (principal, interest and Costs) outstanding under the Related Charge shall be pari passu and all payments made under either this Charge or the Related Charge shall be applied to such loan indebtedness outstanding under each of this Charge and the Related Charge in proportion to the respective principal balances thereof outstanding from time to time. The Chargor covenants and agrees that any default under this Charge shall constitute concurrent default under the Related Charge, and likewise, any default under the Related Charge shall constitute concurrent default under this Charge. In the event of default under this Charge, the Related Charge or any other Loan Document, the Chargee shall be entitled to exercise any and all remedies available to it pursuant to any and all Loan Documents (including this Charge and the Related Charge) and with respect to any or all of the Property defined and described by this Charge and the Related Charge.

**[VERSION 2, IF APPLICABLE] Related Pari Passu Charge(s)** - The Chargor acknowledges and agrees that it is or may become indebted to the Chargee for a loan or loans made or to be made by the Chargee to the Chargor upon the security of one or more subordinate mortgages of the Property (each individually and collectively a “**Related Charge**”). The Chargor acknowledges and agrees that, notwithstanding the order of registration of this Charge and the Related Charge or the priorities thereof that would otherwise exist at law, the loan indebtedness (principal, interest and Costs) outstanding under this Charge and the loan indebtedness (principal, interest and Costs) outstanding under the Related Charge shall be pari passu and all payments made under either this Charge or the Related Charge shall be applied to such loan indebtedness outstanding under each of this Charge and the Related Charge in such proportion and manner as determined by the Chargee in its sole discretion. The Chargor covenants and agrees that any default under this Charge shall constitute concurrent default under the Related Charge, and likewise, any default under the Related Charge shall constitute concurrent default under this Charge. In the event of default under this Charge, the Related Charge or any other Loan Document, the Chargee shall be entitled to exercise any and all remedies available to it pursuant to any and all Loan Documents (including this Charge and the Related Charge) and with respect to any or all of the Property defined and described by this Charge and the Related Charge.