

SCHEDULE "C4"
CONDOMINIUM PROVISIONS

As at the execution date of this mortgage

Condominium Act (Provinces of Nova Scotia and Prince Edward Island) and Condominium Act, 2009 (Province of Newfoundland and Labrador), as amended or re-enacted are herein referred to as the "Act". Expressions used below which are the same as those in the Act have the same meaning as those in the Act, except that the expression "condominium property" has the same meaning as the word "property" in the Act.

- A. You will comply with all of the obligations contained in this mortgage except as they may be modified by the Act, the declaration, by-laws, and rules of the condominium Corporation (the "Corporation") concerning your property and by the provisions contained in this schedule.
- B. You will comply with the Act, declaration, by-laws and rules of the Corporation.
- C. You will provide us with proof of your compliance from time to time as we may request.
- D. You will pay the common expenses for your property to the Corporation on the due dates. Or, if we exercise our right to collect your contribution towards the common expenses from you, you will pay the same to us upon being so notified. We can accept a statement which appears to be issued by the Corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due.
- E. You will forward to us any notices, assessments, by-laws, rules and financial statements of the Corporation.
- F. You will provide us, on request, with any documents and information that you receive from the Corporation or are entitled to receive.
- G. You will maintain all improvements made to your unit and repair them after damage.
- H. You will not do or let anyone else do anything that lowers the value of your property.
- I. Insurance - In addition to the insurance, which the Corporation must obtain, you must:
 - i. Insure all improvements that you or previous owners have made to your unit;
 - ii. Obtain insurance for those additional risks that we require;
 - iii. Insure your common or other interest in buildings which are part of the condominium property or assets of the Corporation if the Corporation fails to insure the buildings as required or if we require you to do so;
 - iv. Assign your insurance policies to us;
 - v. Provide us with proof that the required insurance is in force, if we ask for it; and
 - vi. Do all that is necessary to collect insurance proceeds.
- J. Each of your insurance policies must comply with the following:
 - i. All such policies shall contain an undertaking by the insurers to notify us in writing not less than 15 days prior to any material change, cancellation, failure to renew, or termination;
 - ii. Your property must be covered against destruction or damage by fire and other perils usually covered by fire insurance policies for the replacement cost (the maximum amount for which it can be insured) in Canadian dollars;
 - iii. We may stipulate the risks and perils that must be covered and what amounts you must insure for;
 - iv. We may approve the insurance company;
 - v. We may say what terms the policy must contain; and
 - vi. If you fail to insure your property as required in this schedule, you authorize us to obtain insurance, which you are required to obtain. Any premium paid by us may be added to the loan amount and will be a charge against your property with interest at the interest rate payable on the loan. But, we are under no obligation to obtain any insurance.
- K. With respect to the Corporation's insurance:
 - i. that the Corporation's insurance provides cover against destruction or damage by fire and other perils usually covered by fire insurance policies and any other such risks specified by the Corporation declaration or its by-laws for the full replacement cost of all the units and common area (for the maximum amount for which it can be insured) in Canadian dollars;
 - ii. that you agree to and do assign your beneficial interest in the Corporation's insurance policy or policies to us; and
 - iii. to the extent that you are owed or acquire the right to receive payment of insurance proceeds from the Corporation, you direct the Corporation to pay those insurance proceeds to us, in satisfaction of the Mortgage.
- L. On the happening of any loss or damage, you or the Corporation shall comply fully with the terms of the policy or policies of insurance and without limitation the obligation of you to observe and perform all the duties and obligations imposed by the Act and the declaration and bylaws of the Corporation, shall comply with the insurance provisions of the declaration and you shall seek the full compliance by the Corporation of the foregoing covenants.
- M. You must pay certain other Expenses - In addition to our other rights and remedies contained in this mortgage, you will pay to us on demand, all our expenses in relation to:
 - i. Any by-law, resolution, rule or other matter of the Corporation (other than one for which only a vote of the majority present at the meeting is required);
 - ii. The enforcement of our right to have the Corporation or any owner comply with the Act, declaration, by-laws and rules; and
 - iii. Our exercising any voting rights we may have.

Where our expenses relate to other units as well as to your property, the amount you are required to pay will only be the expenses related to your property as we determine. All our expenses are immediately payable by you. Until paid, our expenses will be added to the loan amount and will be a charge against your property. Interest is payable by you on our expenses at the interest rate payable on the loan amount until our expenses are paid in full to us.
- N. Exercise of Rights – Unless precluded by law, you authorize us to exercise your rights under the Act to vote, consent, dissent and you also authorize us to exercise your rights to:
 - i. Demand the Corporation purchase your unit and common interest, where provided under the Act;
 - ii. Elect to have the value of your unit and common interest or that of the condominium property determined by arbitration; and
 - iii. Receive your share of the Corporation's assets and the proceeds from the sale of your unit and common interest or of the condominium property or any part of the common elements.

If we do not exercise your rights, you may do so but only with our prior written approval and in accordance with any instruction we may give you if any. You must do this even if we do not have the right as between ourselves and the Corporation, and even if we had previously arranged for you to exercise that right. Nothing done under this Mortgage puts us in possession of your Property. We are not liable for any action we may take in doing what you have authorized us to do or for any failure to act. We may at any time revoke any arrangement we make for you to do anything you have authorized us to do pursuant to this mortgage.

- O. Our Additional Rights under this Mortgage - You authorize us to do the following:
- i. Inspect your property at any reasonable time;
 - ii. Do any needed maintenance or repairs after damage;
 - iii. Inspect the Corporation's records; and
 - iv. Remedy any failure of yours to comply with the Act or the declaration, by-laws and rules of the Corporation.
- P. Repayment of your Mortgage may be Accelerated - The loan amount together with all interest which is due and payable and to which we are entitled becomes immediately payable, at our option if:
- i. The Corporation fails to comply with the Act and the declaration, by-laws and rules of the Corporation;
 - ii. The Corporation fails to:
 - Insure all the condominium units and common elements according to law and according to any additional requirements of ours;
 - Insure its assets if we so require and according to our requirements;
 - Provide us with proof that the insurance is in force, if we ask for it; or
 - Do all that is necessary to collect insurance proceeds;
 - iii. The Corporation does not in our opinion manage the condominium property and assets in a careful way;
 - iv. The Corporation fails to keep the Corporation's assets in good repair and working order;
 - v. The Corporation makes any substantial modification to the common elements of the Corporation's assets without our approval;
 - vi. There has been substantial damage and the owners have voted for termination of the condominium;
 - vii. A sale of the condominium property or any part of the common elements is authorized;
 - viii. You vote in a manner that we have determined to be detrimental to our interests;
 - ix. A court makes an order that the government of the condominium property by the Act be terminated;
 - x. The condominium property ceases to be governed by the Act; or
 - xi. You fail to comply with your obligations in this schedule.
- Q. Our rights will not be affected by the fact that we voted for or consented to the above termination, sale or order or to the condominium property not being governed by the Act.
- R. What we can do on Termination of the Corporation - If your property ceases to be governed by the Act:
- i. All the terms of this mortgage apply to your interest in your property;
 - ii. You authorize us to agree with anyone to a partition of the condominium property. We can also pay or receive money to ensure that the partition is equal. And, we can execute all documents and do all acts needed to carry out the partition; and
 - iii. Any money received by us (after payment of all our expenses) will be applied to reduce your loan amount.