

Set of Standard Charge Terms

Land Registration Form Act (the “Act”)

**Filed by: Shinhan Bank Canada
(SCT: 200829)**

The following set of Standard Charge Terms shall be deemed to be included in every charge/mortgage (the “Charge”) which refers to this set of Standard Charge Terms by its filing number, as provided in section 9 of the Act.

THE CHARGE

1. The Chargor hereby charges the property identified in the Charge as the charged property (the “Property”) to Shinhan Bank Canada (the “Bank”) to secure:

- a) the performance of all of the Chargor’s obligations to the Bank;
- b) payment of any money borrowed by the Chargor from the Bank, all interest (including compound interest) and costs owing from time to time by the Chargor to the Bank;
- c) all contingent obligations of the Chargor to the Bank where the Chargor is providing financial assistance to another person, corporation or entity; and,
- d) any other debts, liabilities, present or future, direct or indirect, absolute or contingent, matured or not, now or at any time due or owing or remaining unpaid by the Chargor to the Bank, whether incurred by the Chargor alone or with others.

2. In consideration for the Bank making a loan or extending credit to or on behalf of the Chargor or any other person, corporation, or entity to whom the Chargor may provide financial assistance, the Chargor and every guarantor shall be indebted to the Bank and must in a timely and punctual manner:

- a) repay the loan in full;
- b) pay interest to the Bank on the loan at the interest rate set for the loan in the Charge or in any underlying agreement to which the Charge relates;
- c) pay any and all other costs and expenses under the Charge, as more particularly set out herein;

- d) observe every other term, consent, provision or promise made to the Bank in the Charge, in this set of Standard Charge Terms or any other document; and,
- e) all without set off, deduction, reduction, counterclaim, or withholding of any kind for any reason.

3. Until all such indebtedness as set out above (the "Indebtedness") has been paid to the Bank and satisfied, the Charge shall stand as a continuing security to the Bank for the payment and performance obligations of the Chargor and shall not be discharged. As long as the Charge remains a Charge on the Property, the Chargor releases all of its claims on the Property to the Bank.

4. Nothing in this Charge shall oblige the Bank to make advances of money to the Chargor or any other person. Furthermore, no partial advance of money made by the Bank to the Chargor or any other person shall obligate the Bank to advance the balance of money contemplated under the Charge or under the loan to which it relates. The Charge shall take effect from the time that it is given, even where no monies have been advanced thereunder.

5. The Chargor may remain in possession of the Property as long as the Chargor is not in default under the Charge.

6. Any reference to the Charge in this set of Standard Charge Terms shall refer not only to the Charge, but also any amendments thereto. These Standard Charge Terms will continue to apply to the Charge notwithstanding any amendment whatsoever, renewal, extension, assumption or assignment. The Charge and any amendments to the Charge shall secure what is owed, whether or not the loan agreement to which it relates has been amended in any manner whatsoever, the interest rate has been varied, or the time for a payment has been extended or renewed.

INTEREST

7. Interest is chargeable on the principal amount advanced by the Bank at the interest rate and with the calculation and payment periods set by the terms of the Charge (and/or any loan agreement to which it relates) both before and after maturity, default, and any judgment obtained by the Bank, until all such interest and indebtedness has been paid in full.

8. Interest unpaid when due will be added to the indebtedness and bear compound interest at the same interest rate and with the same frequency specified by the terms of the Charge (or any loan agreement to which it relates).

9. The Chargor shall pay interest to the Bank (and interest on overdue interest) on any costs that are incurred by the Bank for which the Chargor is liable from the time that

the costs are incurred until the costs are paid at the same interest rate and with the same frequency specified by the terms of the Charge (or any loan agreement to which it relates).

10. Interest accrued from the day the Bank makes any advance to the day before the interest adjustment date shall be paid by the Chargor on the interest adjustment date. At its option, the Bank shall be entitled to deduct the pre-interest adjustment date interest from the loan advance. For the period of time after funds advanced but before the interest adjustment date, interest will be calculated using the same interest rate specified by the terms of the Charge (or any loan agreement to which it relates).

11. Where the Charge or any loan agreement to which it relates specifies a fixed interest rate, the interest payable by the Chargor shall be calculated on each regular payment date using an interest rate factor equal to the interest rate specified in the Charge or any agreement to which it relates.

12. Where the Charge or any loan agreement to which it relates specifies a variable interest rate, the interest payable by the Chargor shall be based on the Bank's prime rate (known as the "Shinhan Bank Canada Prime Rate"), and shall be calculated monthly, not in advance. The interest rate will vary automatically according to changes made to the Shinhan Bank Canada Prime Rate which may change at any time or times. The Chargor hereby waives any right to notice, and shall not be entitled to receive notice of any changes in the Shinhan Bank Canada Prime Rate. Interest shall be calculated by multiplying the outstanding principal amount by the prevailing variable interest rate available to the Chargor in effect at the time (which may be at a specified rate higher or lower than the Shinhan Bank Canada Prime Rate). The result shall be divided by the number of days in the year to determine daily interest payable by the Chargor for as long as the same variable interest rate remains in effect.

13. Where the variable interest rate available to the Chargor increases, the Bank reserves the right to increase the monthly payments required of the Chargor.

INSTALMENTS

14. The Chargor must pay the amount of each installment on every installment date commencing on the first installment date and ending on the last installment date, all as specified in the Charge. The Bank will apply each installment as follows:

- a) first, to pay any costs and expenses that the Chargor must pay to the Bank;
- b) second, to pay any compound interest outstanding and owed to the Bank;
- c) third, to pay accrued interest on the loan to that date; and,

- d) fourth, to reduce the principal amount of the loan.

15. After default, the Bank retains the right to apply any amounts received as an installment in any manner that it chooses, notwithstanding the order of payments prescribed in paragraph 14 above.

COST AND EXPENSES

16. The Chargor shall bear and be responsible to pay all costs and expenses related to the following, whether such costs or expenses are charged by the Bank, incurred by the Bank, or charged by third parties.

- a) any costs incurred or charged by the Bank in respect of arranging the Charge and taking security;
- b) inspecting the Property, appraising the value of the Property, and surveying the Property;
- c) preparing or registering the Charge or any other security and any other documents related to the Charge or any agreement to which it relates;
- d) searching title to the Property and/or obtaining title insurance including any premium or surcharges therefor ;
- e) any insurance premium (for an insured mortgage), any tax on such premium, and any application fee;
- f) any costs incurred by the Bank, exercising its powers under the Charge including, without limitation, after default by the Chargor in respect of the Charge or any agreement to which it relates. Without limiting the generality of the foregoing, this includes any costs incurred by the Bank to arrange fire or property insurance, to inspect the Property, to pay property taxes, utilities or other debts relating to the Property where the Bank arranges to do so, to pay a property manager or receiver where the Bank chooses to do so, to pay any amount owing under a prior mortgage to keep it in good standing if the Bank chooses to do so, to repair, maintain or manage the Property if the Bank chooses to do so, and to do anything that the Chargor has failed to do that is obligated to do under the Standard Charge Terms, the terms of the Charge or any agreement to which it relates, or at law that the Bank chooses to do;
- g) any other costs for carrying out any steps that the Bank is entitled to under these Standard Charge Terms, the Charge or any agreement to which it relates, or at law;

- h) any costs incurred by the Bank with a lawyer on a substantial indemnity basis; and,
- i) any of the usual administration fees that the Bank may charge from time to time.

PREPAYMENT

17. The Chargor may prepay all or part of what is owed where the Charge specifically gives the Chargor a right to make prepayments. However, any such right to make prepayments shall not apply where the Charge is in default. Notwithstanding the making of any prepayments, the Chargor shall continue to pay the installments in the same amounts specified in the Charge or any agreement to which it relates.

AMENDMENTS

18. An agreement for the amendment, renewal, extension, assumption, or assignment of the Charge shall be in writing and signed by the Chargor and the Bank, and shall not be implied from or construed by reason of any payment(s) or any act taken by any of the parties, whether before or after the maturity of the Charge.

19. Despite the existence of subsequent encumbrancers, any amendments (which may include an increased rate of interest), extension, renewal, assumption or assignment shall not alter the priority of the Charge in relation to any subsequently registered instruments or encumbrances, or lessor the liability of any person, corporation or entity under the Charge.

COVENANTS OF THE CHARGOR

20. The Chargor hereby covenants and agrees with the Bank as follows:

- a) exclusion of sub section 7 (1) of the *Land Registration of Form Act, 1984*.

The covenants otherwise deemed to be included in a charge by sub section 7 (1) of the *Land Registration Form Act, 1984*, shall be and are hereby expressly excluded from the terms of the Charge. The Chargor shall, before or after default, execute such further assurances of the Property and do such other acts, at the Chargor's expense, as may be reasonably required;

- b) Good Title

As of the time of execution, delivery and registration of the Charge, and the advance of monies there under, the Chargor is the sole, rightful and absolute owner of the Property in fee simple, without limitations, encumbrances, or exceptions thereto. The Chargor covenants not to

interfere whatsoever in any manner with the Bank's interest in the Property. The Chargor's entire interest in the Property is charged to the Bank;

c) Right to Charge

The Chargor has valid, effective, binding and absolute authority to charge the Property and all appurtenances thereto to the Bank. If the Chargor is a corporation, it has taken all corporate steps to validate the delivery to the Bank and registration of the Charge;

d) Pay and Observe Covenants

The Chargor covenants to pay or caused to be paid to the Bank without set off, deduction or abatement whatsoever, principal, interest and costs secured by the Charge punctually when due. The Chargor further covenants to observe, fulfill, perform and maintain all of the terms, provisions, covenants, agreements and stipulations of any kind set forth in the Charge and any agreement to which it relates;

e) Delivery of Possession to Bank on Default

upon and after default of any monetary or non monetary obligation whatsoever owed by the Chargor under the terms of the Charge (or any agreement to which the Charge relates), the Bank shall have the right to enter upon, take and keep possession and otherwise occupy and enjoy the Property and all appurtenances, without let, suit, hindrance, interruption, or denial of the Chargor, or any other person(s), corporation(s), or entity, free and clear of all arrears related to taxes, duties, utilities or other encumbrances upon the Property;

f) Cooperation Upon Default

upon and after any default by the Chargor in any monetary or non monetary obligation, the Chargor shall fully and without exception cooperate in handing over and delivering possession of the Property and taking such steps and executing such documents and assurances as the Bank may request in order to effect transfer of possession and/or conveyance of title to the Bank or as the Bank otherwise direct;

g) Protecting Title

the Chargor promises to protect the Chargor 's title to the Property (subject to the Bank's rights and remedies), as well as the physical integrity of the Property. The Chargor represents and covenants that the

Chargor has not done, omitted or permitted anything to be done by which the Property is or may be transferred, affected or made subject to a property claim, other than the Charge, and that if the Bank recovers possession of the Property, the Bank will have quiet possession and enjoyment of it free from all property claims (other than any property claim that pre-existed the Charge which the Bank has consented to be subject to in writing);

h) Description and Fixtures

the Chargor represents and covenants that the Property conforms to every description or plan given to the Bank, and that it includes all buildings and improvements in every description. Further, the Chargor agrees that the Charge includes not only the Property, but also the fixtures located on the Property at the time that the Charge is entered into and subsequently.

TAXES

21. The Chargor covenants to punctually pay all taxes now or hereafter levied, imposed or charged upon the Property and to provide the Bank with satisfactory proof of such payment. The Bank retains the right to pay such taxes and may, at its option, deduct such taxes from any advances of principal monies secured by the Charge. Further, the Bank reserves the right to require the Chargor to provide to the Bank with each payment installment an additional sum representing an estimate of the monies required to pay the taxes over the course of one year, in which case the Bank will retain such monies and apply them toward payment of the taxes as they fall do or at such earlier time as the Bank sees fit in its sole discretion.

INSURANCE

22. The Chargor must keep and maintain every building and every other improvement on the Property, including property in which it may have a lease hold interest, insured against loss or damage by the risks usually covered by an "all risks" policy with standard extended coverage, including fire, lightening, flood and tempest. The policy must cover at a minimum the cost of replacing all of the buildings or improvements with a similar one. The policy must also be sufficient to prevent the insurer from reducing the proceeds under a "co insurance" clause. The policy must contain a standard mortgage clause indicating that the proceeds of any loss shall be payable to the Bank. The Chargor must also obtain and maintain insurance for all of the Property that a prudent owner would normally carry when insuring a similar property using it in a similar manner and location. When any risk caused by anything (including, without limitation, a boiler, machinery, or sprinkler system) or an activity on the Property is not covered by the "all risks" policy, the Chargor must purchase insurance for the Property against all losses usually covered by a policy in relation to that risk. Where the

Property generates revenue from tenants, the Chargor must obtain further insurance to cover the loss of rents and payment by tenants toward taxes, maintenance and insurance, for not less than one year. The Chargor must further acquire insurance against general public liability. The Chargor must further acquire and maintain insurance against any risk relating to the Property that the Bank request.

23. Any insurance policy acquired by the Chargor must be with a properly registered and bonded insurer. Any insurance policy must provide for the Bank to receive at least fifteen (15) days' notice before the policy is terminated, cancelled, not renewed, or materially modified.

24. The Chargor covenants to punctually pay the premiums for all insurance required under the Charge or by the standard charge terms, and to comply with all of the Chargor's obligations under each insurance policy including compliance with all the terms relating to the Chargor's right to collect under each such policy. The Chargor must deliver a certified copy of each insurance policy and every amendment to it to the Bank, as well as proof of renewal at least fifteen (15) days before its expiry, and at least five (5) days before its replacement. On request, the Chargor shall provide the Bank with proof of payment of the premiums under each insurance policy.

25. If any of the Property that is insured is lost or damaged, the Chargor must immediately notify the Bank in writing, make a claim in accordance with the applicable insurance policy, and ensure that the proceeds are paid to the Bank. Despite any loss or damage to the charged Property, the Chargor remains liable to the Bank for all of its monetary and non monetary obligations. Without the Bank's written consent, the Chargor may not restore or replace any property that has been lost or damaged.

26. The Bank may apply the insurance proceeds to reduce the amount owed, to restore or replace the Property, or to be paid to any party entitled thereto, or any combination thereof. The Bank may also hold the insurance proceeds and apply them to pay installments under the Charge as they become due.

27. If the Chargor does not comply with any of the obligations to insurer herein, the Bank may arrange any insurance at the expense of the Chargor, and the cost of same shall be added to the indebtedness and shall accrue interest at the same interest rate specified in the Charge.

28. The Chargor covenants with the Bank to keep the Property in good condition and repair and not to commit any act of waste on the Property or do anything which in the sole discretion of the Bank shall have the effect of diminishing the value of the Property. The Bank shall have the right, from time to time and whatever it deems it necessary, to send an agent or representative to enter upon and inspect the Property, the cost of which shall be paid by the Chargor. The Chargor further covenants with the Bank to ensure that no part of the Property or of any adjoining land is, has ever been, or will in

the future used to manufacture, store or otherwise deal or trade in any hazardous substances, except in compliance with all laws, regulations and orders and, furthermore, that no part of the Property contains, has ever contained or will in the future contain any hazardous substance which may adverse the effect, the value and/or the ability to market or transfer the Property. In the event of any breach of any of the covenants set forth herein, the Bank shall have the option to declare the full amount of the Chargor's indebtedness under this charge to become due and payable immediately. The Bank's option, it may take such steps to effect repairs or to remediate the Property, all at the expense of the Chargor.

DUE ON SALE/TRANSFER

29. If the Chargor sells, transfers, conveys, encumbers, refinances or otherwise disposes of all or part of the Property or any interest of the Chargor therein, then, at the option of the Bank, all amounts, whether principal, interest, costs, or otherwise as may be owing under the Charge shall become immediately due and payable and shall bear interest at the interest rate specified in the Charge to the date of payment.

30. No change of ownership of the Property shall in any way affect or prejudice the rights of the Bank against the Chargor or any other person liable for payment of any of the indebtedness secured by the Charge, even where the Bank has approved any new owner or accepted payment from any new owner of the Property.

DUTY TO COMPLY WITH THE LAW

31. The Chargor covenants that the Bank to comply with all laws, regulations, by-laws and/or orders whatsoever applicable to the Property including, without limitation, any related to zoning, land use and/or environmental protection. The failure of the Chargor to comply fully with this covenant in a timely and effective manner shall entitle the Bank, at its option, to take such steps or make such alterations or improvements whatsoever to the Property in order to achieve compliance, provided the Bank shall not be obligated to complete what it may have commenced in this regard, and provided further that any costs and expenses incurred whatsoever on the part of the Bank in taking any such steps shall immediately be payable by the Chargor to the Bank and, if unpaid, shall accrue interest at the rate specified in the Charge and be added to the indebtedness secured by the Charge.

ALTERATIONS OR IMPROVEMENTS

32. The Chargor covenants not to make or permit any alterations, additions or improvements to the Property without first submitting the proposed plans to the Bank and obtaining the written consent of the Bank. Where the Bank has approved such alterations, additions or improvements, the Chargor covenants to complete the work as competently but as promptly as is reasonably possible in accordance with all

government requirements regarding building and zoning, environmental protection, and any other applicable standards set by statute or regulation, including first obtaining all appropriate permits and licenses before commencing any work whatsoever on the Property, and delivering to the Bank, on request, proof of compliance, all of which shall be done at the expense of the Chargor. The Chargor shall pay all costs but shall meet all required holdbacks required by law (unless the Bank does so), and shall ensure that any lien registered against the Property shall be removed from title forthwith, failing which, at the option of the Bank, the Charge shall be deemed to be in default.

33. Where any of the money secured by this Charge is to be used in whole or in part to pay for any construction, alteration, addition or improvement to the Property, the Bank may make progress advances and shall have the right to obtain funds from any advance satisfies the holdback provisions of the *Construction Lien Act* or any such similar legislation.

34. If the Chargor fails at any time for a period of ten (10) days diligently carry on any construction, alteration, addition or improvement to which the Bank has given its written consent, or departs from the generally accepted standards of construction, the Bank may at its option enter the Property and take exclusive possession thereof and of all materials, plant, gear and equipment thereon free from interference by the Chargor and complete the construction, addition, alteration or improvement either according to the plans and specifications approved by the Bank or such other plans and specifications as the Bank may in its sole discretion adopt, all at the cost of the Chargor.

FURTHER TERMS FOR A CONDOMINIUM

35. The following provisions in this section apply where the charged property is part of a condominium and includes a condominium unit, locker, and parking space where applicable:

- a) as added security, the Chargor transfers to the Bank the benefit of all the Chargor's rights relating to the condominium and irrevocably appoints the Bank to exercise such rights including a right to vote or to provide consent or to call a meeting. At the Bank's option, the Chargor shall follow the instructions of the Bank about how to exercise any such rights;
- b) the Chargor must pay all the common expenses when they are due and provide the Bank on request with proof of payment. At the Bank's option, it may rely on a statement that appears to be issued by the managing body of the condominium and pay common expenses that appear to be due.

36. If the Bank permits the Chargor to vote that shall not operate as a waiver of the right of the Bank at any time thereafter to assert its right to vote in place of the Chargor,

or to direct the Chargor's vote in any manner that the Bank sees fit in its sole discretion. The Chargor may not vote for any resolution that, upon implementation, would reduce the value of the Chargor's unit, locker, parking space, or any of the Bank's security.

37. The Chargor must comply with the condominium rules, keep the unit in a state of good repair and working order, and make such repairs or replacements that are necessary to maintain it in good repair and working order.

38. The Chargor must comply with all of the Chargor's obligations under condominium law and the condominium rules. Upon request, the Chargor shall provide proof of compliance to the Bank.

39. Upon request, the Chargor shall provide the Bank with a copy of any notices, assessments, by-laws, financial statements, condominium rules, and any other information that the Chargor receives or is entitled to receive from the managing body of the condominium. The Chargor hereby consents to the Bank requesting same from the managing body of the condominium.

40. The Chargor shall pay the Bank's cost of obtaining any information from the managing body of the condominium, exercising a right to vote or to consent, enforcing any right to compel compliance with condominium law or the condominium rules, and any other action taken by the Bank in relation to the condominium.

41. Where there is any adverse material change in the management or operation of the condominium or to the condominium rules or by-laws or where the condominium is subject to a judgment or order, the appointment of an inspector, administrator or similar officer under condominium law, or any other matter that materially affects the value of the condominium, the Bank may at its option require that the whole amount of the amount secured by the Charge be payable immediately.

DEFAULT

42. If the Chargor fails (whether or not such failure is caused by an event within or outside of the Chargor's control):

- a) to pay the whole or any part of the monies which the Chargor is obliged to pay under the Charge when due;
- b) to comply with any monetary obligation under the Charge whatsoever;
- c) to comply with any non-monetary obligation under the Charge whatsoever;
- d) to fulfill any covenant or promise made to the Bank or if any information given to the Bank is determined to be false in a material respect, regardless of whether or not the Chargor knew it to be so;

- e) to remain solvent, such that the Chargor becomes insolvent, makes a proposal or takes any proceeding under the *Bankruptcy and Insolvency Act*, or become subject to a judgment by any creditor,
- f) to retain the Property by reason of any government or government agency acquiring all or part of the charged property, or giving notice of expropriation of same, or any person other than the Chargor acquiring all or part of the Property,

then the Charge shall be deemed to be in default and, at the Bank's option, the Bank may exercise any or all of its remedies under the Charge, these Standard Charge Terms, any other security, or at law. Upon default, at the option of the Bank, all principal, interest, costs and expenses secured by the Charge shall become immediately due and payable to the Bank. Where the Bank does not exercise this right to call in the principal, interest, costs and expenses secured by the Charge, it shall not be precluded from exercising the right to do so upon any future default or breach.

43. The remedies of the Bank upon default shall include:

- a) entitlement to be paid all outstanding principal, interest (including compound interest), costs and expenses whatsoever that are owed, including amounts that have not otherwise become due, immediately;
- b) commence legal action for collection of the amounts secured by the Charge;
- c) take possession of the Property, the fixtures, and any other security covered by these Standard Charge Terms, the Charge, or any other document or security given to the Bank;
- d) the Bank shall be entitled to collect rents or income from anything covered by these Standard Charge Terms, the Charge, or any other document security given by the Bank;
- e) the Bank shall be entitled to lease, terminate the lease, or amend the lease of the Property;
- f) on 35 days' notice, the Bank shall be entitled to enter upon and sell or lease the Property, without the let, suit, hindrance, interruption or denial of the Chargor or any other person, in which the case the Chargor hereby waives any entitlement to notice unless required by law;
- g) the Bank shall be entitled to manage and operate the Property, do or complete any work or construction, and take legal proceedings related to the Property as it sees fit;

- h) if a person, corporation or entity other than the Chargor also has an interest in anything covered by the security, the Bank shall be entitled to deal with that person, corporation or entity to acquire their interest or to divide the Property between those who have interest in it;
- i) should the Bank enter on to the Property, it may take possession without being deemed to be a mortgagee in possession. It may inspect, take care of, lease, collect rent, and generally manage the Property as it sees fit, dispose of any personal property remaining on the Property and pay any debts related to the Property that it sees fit;
- j) the Bank shall be entitled to commence an action or application to the Court seeking foreclosure of the Chargor's interest of the Property such that the interest of the Chargor and the Property will be absolutely transferred to the Bank and the Chargor will forfeit any interest in the Property permanently;
- k) the Bank shall be entitled to appoint a receiver in accordance with the terms set out below.

44. The cost of any sale proceedings, recovering or keeping possession of the Property, or enforcing any remedy available to the Bank under this Charge or at law, shall be borne by the Chargor, which will include allowances for the time and service of any agent or employee of the Bank and shall bear interest at the rate specified in the Charge.

ASSIGNMENT OF OTHER RIGHTS

45. In addition to the Charge on the Property, the Chargor hereby assigns to the Bank all of the Chargor's right, title and interest in each of the following:

- a) every insurance policy covering loss or damage to the Property, and every insurance policy covering loss of present or future income, rents or profits from the Property;
- b) any present or future lease which may be granted by the Chargor and all rents or monies payable from time to time under such leases together with the benefits of all covenants and agreements contained in said leases and every right that the Chargor has as a landlord under a lease or tenancy of the Property or part thereof including the right to collect rent and other amounts payable under any lease or tenancy, guarantee or indemnity, or insurance payable under such a lease, although nothing herein shall obligate the Bank to collect rents or other amounts payable under any lease or tenancy of all or part of the Property or the performance of any of the tenant's non-monetary obligations under any such lease or tenancy.

The Bank shall not be deemed to be a mortgagee in possession of the Property merely by collecting the rents or other amounts payable under any such lease or tenancy.

ASSIGNMENT BY BANK

46. The Bank shall have the unqualified right at any time to transfer, assign or convey all or part of its right, title and benefit under the Charge or any other security to a third party without notice to the Chargor or guarantor or any other person who may be affected. In such instance, upon request, the Chargor and guarantor shall execute an acknowledgment in a form satisfactory to the Bank with respect to the terms and conditions of the Charge indicating the balance outstanding under the Charge as of the date of the acknowledgment and the Chargor shall deliver said acknowledgment to the Bank within five (5) calendar days of such request. The failure of the Chargor to comply with this paragraph shall constitute an event of default on the part of the Chargor which shall entitle the Bank to exercise any or all of the remedies set forth in the default provisions in this set of Standard Charge Terms.

NEW HOME

47. If the Bank incurs any cost or expense arising from or relating to any new home legislation or regulations thereunder, or any successor legislation including, without limitation, any expense relating to registration as a vendor under such legislation or enrolling the Property in a new home warranty property or comply with any warranty obligations, although the Bank is not obliged to pay for any such expenses, if the Bank chooses to pay such expenses shall be added to the indebtedness secured by the Charge in priority to any other interest or encumbrances registered subsequent to the Charge, and shall bear interest at the rate specified in the Charge shall be payable forthwith by the Chargor to the Bank.

NATIONAL HOUSING ACT

48. If the Charge is an insured mortgage under the Canada National Housing Act or insured by the Canada Mortgage and Housing Corporation, then the Charge is made under the National Housing Act, to the extent applicable.

DISCHARGE OF CHARGE

49. If all amounts whatsoever owing by the Chargor to the Bank have been paid when due, and where the Chargor has not been in default of its obligations under the Charge or these Standard Charge Terms or any other document or security in favour of the Bank, then the Bank will discharge the Charge and release back to the Chargor anything included in the security that has not been disposed of by the Bank pursuant to its rights. The Bank shall be entitled to a reasonable time after payment to verify its records and complete the discharge and/or transfer. The Chargor must pay the Bank's

cost for processing a request for discharge and giving or completing a discharge. These include the usual administration fee that the Bank charges as well as any registration fees, legal fees or disbursements.

GUARANTEE.

50. Any person, corporation or entity who is indicated as a guarantor in the Charge agrees to absolutely and unconditionally guarantee to the Bank all of the Chargor's monetary and non-monetary obligations under the Charge (or any other document, agreement or security to which the Charge relates) and the Standard Charge Terms. Without limitation, the guarantor guarantees that the Bank will be paid and that all other obligations of the Chargor will be complied with. The guarantee remains effective against the guarantor even if the Chargor becomes bankrupt or insolvent, or is discharged in a bankruptcy or other proceeding. The limit on the amount secured by the security does not limit the guarantee herein. The guarantor shall be liable as if the guarantor were the Chargor.

51. The guarantee shall be effective as against the guarantor even if the Chargor lacks the powers to have entered into the Charge or any other obligation to the Bank and whether or not any person acting on behalf of the Chargor lacks authority or acted fraudulently. The guarantee shall be effected as against the guarantor even if the Bank acted in a negligent fashion or did not make appropriate enquiry to determine the ability or the authority or the power of the Chargor to enter into the obligations.

52. Any dealing by the Bank or failure by the Bank to deal with the Chargor or any other person, corporation or entity, or with any right or security, shall not release the guarantor or lessen the guarantor's liability, whether or not the guarantor knows of or has consented to such dealing, and regardless of whether or not the Bank could have through greater diligence avoid an adverse dealing.

53. The guarantor's obligation shall be binding notwithstanding that the Bank may without notice to or the consent of the guarantor give the Chargor more time to comply with any of the Chargor's monetary or non-monetary obligations under the Charge, whether the Bank waives any rights that it has available to it, whether the Bank releases any person from liability, even if the person is another guarantor who is jointly and severally liable. The Bank shall be entitled to vary the terms of payment, the rate of interest, replace the debt, release any security, or all or part of the Property, or abstain from protecting or taking the benefit of any right against any person or thing, all without notice to or consent from the guarantor, and the guarantor shall remain fully liable under the guarantee.

54. This guarantee provision is in addition to, not in substitution for, any other written guarantee executed by the guarantor, where there is a conflict between this provision and any such written guarantee executed by the guarantor, the terms of the written

guarantee so executed shall prevail over those of this provision to the extent of such conflict. Where there is no such written guarantee executed by the guarantor, the terms of this provision shall apply and bind the guarantor as well as the guarantor's heirs, estate trustees, administrators, personal representatives, successors and assigns. Where there is more than one guarantor, the obligation of each guarantor shall be joint and several. The liability is an obligation under this guarantee or continuing.

SPOUSAL CONSENT

55. Where the Charge names a spouse of the Chargor as a consenting party to the Charge, the spouse hereby releases all interest in the Property to the extent this gives effect to the rights of the Bank, and agrees that the Bank may, without further notice, deal with the Property and the debt hereby secured as the Bank sees fit in its sole and exclusive discretion.

GENERAL PROVISIONS

- a) Severability -- In the event that at any time any provision hereof is or becomes illegal or invalid under or inconsistent with the provisions of any applicable statute or regulation, such that the Bank is unable to collect the amount of any loss sustained by it as a result of such inconsistency, invalidity or illegality, which it would otherwise be able to collect, then such provision shall not apply and the Charge in these Standard Charge Terms shall be interpreted so as not to apply to the extent of the illegality, invalidity or inconsistency, and the balance of the Standard Charge Terms herein shall continue to be of full force and binding effect.
- b) Compliance -- The Chargor covenants at all times to promptly observe and comply with all private covenants and restrictions affecting the Property or any portion thereof, all applicable laws, rules, requirements, orders, directions, by-laws, or ___ work orders and regulations of every government authority and agency, whether federal, provincial, municipal or otherwise, including without limitation, those dealings with zoning, the environment, use, occupancy, subdivision, parking, historical designation, fire, access, loading facilities, landscape area, building construction, public health and safety. Upon request of the Bank, the Chargor shall provide to the Bank evidence of such observance and compliance, at the Chargor's expense.
- c) Headings -- In these Standard Charge Terms are inserted for convenience of reference only and are deemed not to form part of the Charge and are not to be considered in the interpretation of the Charge or any part thereof;

- d) Interpretation -- Following expressions shall include the following meanings;
- i) the “Chargor” shall include the heirs, estate trustees, administrators, successors and assigns of the Chargor;
 - ii) the “Bank” shall include the successors and assigns of the Bank;
 - iii) words in the singular shall include the plural, and vice versa, as the context requires;
 - iv) words importing the masculine gender shall include the feminine and neuter, and vice versa, where the context requires;
 - v) covenants, liabilities and obligations entered into were imposed by upon the Chargor shall enure to the benefit of the Bank and be binding upon the Chargor, the Chargor’s heirs, estate trustees, administrators, successors and assigns;
 - vi) where there is more than one Chargor or more than one guarantor, all such covenants, liabilities and obligations shall be joint and several;
 - vii) any reference to a statute or legislation shall be deemed to be a reference to such statute or legislation as amended, re-enacted or replaced from time to time.

DATE OF CHARGE

56. The Charge, unless otherwise specifically provided, shall be deemed to be dated as of the date of signature thereof by the Chargor and not later than the date of registration of the Charge.

REGISTRATION

57. The Chargor and guarantor irrevocably authorize the Bank, and anyone who the Bank authorizes, to enter into and register on behalf of the Chargor and guarantor an electronic document needed to register the Charge.

DATED this _____ day of November, 2008.

SHINHAN BANK CANADA

Per: _____

Name: Youngsham Park
Position: Vice President, Credit Department