

MORTGAGE TERMS

1. THE MORTGAGE

1.1 The mortgage is taken as security on your property

- (a) By signing the mortgage, including by electronic means or by way of an authorization and direction, you mortgage and charge your entire interest in your property to us.
- (b) In return, we grant a facility to you up to the Facility Limit. Your interest in your property is security to us for payment of the facility amount and your performance of all your obligations under the mortgage and the Facility Documents.
- (c) All fees and costs, allowances and expenses are also secured by the mortgage from the date incurred or calculated by us and are payable on demand.

1.2 What the mortgage secures

- (a) This mortgage secures all of your obligations to us under the Facility Documents you have signed with us detailing our arrangements with you. Where we describe "facility amounts" in this mortgage, we mean amounts due and payable by you to us under this mortgage and the Facility Documents, including, where applicable, any unpaid fees or costs.
- (b) Our mortgage and charge of your property ends when you have paid the facility amount in full and met all of your other obligations under the mortgage and the Facility Documents.

1.3 Who is bound by the mortgage

- (a) The obligations under the mortgage and the Facility Documents are the responsibility of each person, corporation and other entity who signed it. Even if other persons, corporations or other entities have also signed the mortgage or the Facility Documents, each customer and guarantor is responsible for meeting all obligations and paying the entire facility amount.
- (b) Your legal and personal representatives and anyone else to whom your property is transferred must also meet the obligations in the mortgage and the Facility Documents.
- (c) Our successors and anyone to whom we transfer the mortgage and the Facility Documents are also bound by it.

1.4 Changing the mortgage - renewals and amendments including automatic renewals

- (a) We may, at our option and by agreement with you in writing, amend, add, delete or waive any terms of the mortgage. This change could include renewing the mortgage or increasing the principal amount or other terms of the mortgage.
- (b) The mortgage may also be automatically renewed in conjunction with a notice offering to renew the outstanding facility amount on certain terms and you do not respond in writing accepting one of the renewal terms offered, or you do not pay the facility amount in full when required or you have not made other arrangements for payment or extension with us. In that circumstance, you agree the mortgage will be renewed as we set out in the renewal notice we send you which will reflect the terms applicable to the mortgage.
- (c) We do not have to register any such written agreement with you on the title to your property to retain our rights under the mortgage and the Facility Documents against you or any other person including our priority over any other mortgage.
- (d) If we make a new agreement with another customer or person who is obligated to pay the facility amount, you will not be released from your obligations under the mortgage and the Facility Documents, even if you do not sign or are not advised of the new agreement.
- (e) You do not have a right to renew the mortgage. Renewal of the mortgage is at our discretion.

2. INTEREST

2.1 Interest

Interest is not payable under this mortgage.

2.2 Other expenses

If we are charged any amounts (including charges, costs or fees) by others because we fulfilled an obligation, or made a payment on your behalf or if you are charged any amounts (including charges, costs or fees) by



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others and we pay this amount on your behalf, we are entitled to be repaid, and these amounts shall be added to the principal amount of the mortgage.

3. YOUR REGULAR PAYMENTS

3.1 Currency and place of payment

You will pay the facility amount to us in Canadian dollars as per the terms of Section 3.4 or as you may be notified in writing. All payments received by us after 2 p.m. (Eastern Standard Time) or on a Saturday, Sunday or statutory holiday will be deemed to be received on the next business day.

3.2 Regular payments

- (a) You will pay us the amount of each regular payment that is as shown on the registered mortgage.
- (b) You must make these regular payments on the dates set out in the registered mortgage starting with the first payment date up to and including the date of demand.
- (c) Amounts payable on account of taxes and any other disbursements we agreed with you would be paid with your regular payment will at all times be payable at the same frequency and calculated in the same manner as your regular payments.

3.3 Payment of facility amount on demand

You must pay any outstanding balance of the facility amount on the demand.

3.4 Payment method

You must maintain a bank account with a bank, trust company or credit union in Canada and provide authorization in a form satisfactory to us to automatically debit each regular payment and any other payments when due. You must make sure that the account always contains sufficient funds to make each payment. If you do not maintain sufficient funds in the account, or if you cancel the authorization to debit payments, or if you close the account, we may declare you to be in default on your mortgage.

3.5 Application of your payments

If the mortgage is in good standing, we will apply the amount we receive from you on each regular payment date in the following order: (a) to pay disbursements or other optional products or services you select (if applicable); (b) to bring into good standing any accounts related to the mortgage or Facility Documents in which we hold funds for payment to others or from which amounts are debited, including tax accounts (if applicable); (c) to pay any collection expenses and applicable administration and processing fees; and (d) to reduce the principal amount. However, if you do not meet one or more of your obligations under your mortgage, we may apply any payments or any other money we receive in whatever order we choose.

4. EARLY PREPAYMENT OF THE MORTGAGE

4.1 Early Prepayment

You have the right to prepay the principal amount, together with any unpaid amounts due and payable to us under the Facility Documents, together with fees, costs and expenses due to us to the date of prepayment for the request for release (and such early payment must comply with the relevant terms of the Facility Documents), preparation and registration of discharge, as we may see fit.

5. DISCHARGE

After you have paid us the facility amount in full, upon your request, we will sign a discharge and send it to you within a reasonable time. Alternatively, if you ask us to, we will give an assignment or transfer of the mortgage instead of a discharge. You will pay our usual actual administration and actual processing fee reasonably incurred for preparing, reviewing and signing any such documents and all legal and other actual expenses, if applicable. You will pay us these fees whether the discharge or assignment is prepared by your lawyer, by our lawyers or by us. It is your responsibility to register the discharge or assignment on the title to your property and to pay the registration fee. If electronic registration is available for your mortgage and we elect to register, or arrange to register, the discharge or assignment, you also agree to pay us the registration fee.

6. YOUR PROMISES AND OBLIGATIONS

6.1 Payments

- (a) You agree to pay the facility amount as required by the mortgage, and to meet all of your other obligations under the mortgage and the Facility Documents. Should you make any claim against us for any matter relating to the mortgage or disbursements for payment of all or any part of the facility amount, you will make such claim without abatement or set-off or otherwise diminishing your obligation to make all payments as they become due.



- (b) You agree to pay us all of our actual costs, including any legal fees and expenses, for investigating the title to your property and registering the mortgage, including without limitation a lender policy of title insurance. You must pay these amounts to us immediately.

6.2 Your property and the mortgage

- (a) You certify that you have the right to give us this mortgage.
- (b) You certify that you are the lawful and/or registered owner of your property.
- (c) You certify that there are no encumbrances or limitations affecting title to your property (such as other mortgages, or construction or builders' liens), except those that we have agreed to in the Facility Documents and except building and zoning by-laws that you have complied with.
- (d) You agree that, at your expense, you will sign any other document or do what is necessary, in our opinion, to make sure that all of your interest in your property has been completely charged to us so that our facility to you is adequately secured.
- (e) You agree that you will take any necessary action to protect your title to your property and will not interfere in any way with our interest in your property.
- (f) You certify your property is free and clear of all taxes and that all taxes have been paid in full to the date of the mortgage without subrogation in favour of any party.
- (g) You agree that the mortgage is intended to be, and to be effective as, a deed.

6.3 No other mortgages without consent

You agree that you will not make another mortgage on your property or otherwise encumber your property and not use your property as security for any other financing without our prior written approval.

6.4 Owner-occupied properties

If the mortgage is approved by us for occupancy of your property by you and your family as your residence, you certify that no part of your property is rented or occupied by a tenant. You also agree not to rent or lease any part of your property, or enter into a tenancy agreement of any part of your property, or renew any lease (unless the renewal is provided for in a lease we have already approved), without first getting our written approval. We are under no obligation to approve your request to rent, lease, or enter into a tenancy agreement for any part of your property, or to approve the renewal of a lease on your property.

6.5 Rental properties

- (a) If your property is a rental property, you must obtain our consent to any rental or any renewal.
- (b) You transfer and assign to us all leases, lease agreements and renewals, all rents payable under the leases and agreements and all rights contained in the leases, lease agreements and renewals that affect your property.
- (c) You mortgage, charge and grant to us a security interest in, all of your right, title and interest in and to the fixtures, equipment and other movable property or chattels relating to the rental property.
- (d) Upon our request:
 - (i) You will obtain and provide for estoppel certificates, or an equivalent document, from tenants (i.e. written statements from the tenants certifying, among other things, the terms of the lease and any promises made to them about the lease).
 - (ii) You will execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by us to give effect to this section.
 - (iii) You will pay all of our expenses related to the assignments and additional security, including legal fees and registration costs.
- (e) If you do not meet one or more of the obligations set out in this section, or if one or more of the certifications you made to us related to leasing or renting out your property is not true, then we may require you to pay the facility amount immediately and in full. If we do this, we may pay any tenants any amounts necessary to obtain their cooperation in showing and selling your property and to obtain possession of your property from the tenant. You agree that these payments will be a cost of enforcing our security, and that they will be added to the facility amount. You also appoint us as your attorney and agent to enforce the terms of any lease or agreement you entered into, and to cancel or terminate any lease or agreement.
- (f) We are not obligated to collect any rent or income from your property nor to comply with any part of a lease or agreement related to your property. Furthermore, nothing we do under this section will be considered as us taking possession of your property.



- (g) If you are not meeting one or more of your obligations under the mortgage and the Facility Documents and you lease or sublease any part of your property without our written approval, you will be considered to have done this to discourage us from taking possession of your property and/or be considered to have done this to adversely affect the value of our interest in your property.

6.6 Property taxes

- (a) You will ensure property taxes are always paid on time. You will ensure such payment by enrolling, where available, in a local tax instalment payment program which includes preauthorized debit of tax instalments to your account. You must then each calendar year, after the last tax payment has been made, provide to us receipted tax bills or other satisfactory proof of payment of property taxes. This is your obligation unless we choose to pay taxes as set out in parts (b) and (c) of this section below.
- (b) We may withhold from any advance secured by the mortgage or require you to pay out of any advance of the mortgage any amount we feel necessary to pay current or anticipated future taxes.
- (c) We may at any time on notice to you require that you pay to us on each regular payment date a tax instalment in an amount based on the estimated annual taxes (as determined by us) sufficient for us to pay the taxes for the ensuing year. In the event we require such tax instalments:
- (i) You will pay the instalment on account of taxes on each regular payment date.
 - (ii) If the taxes on your property are more than our estimate, or if for any other reason the amount you have paid to us for taxes is less than the amount we have paid for taxes on your property, you will immediately pay us the difference when we ask you to and the surplus (if any) shall be paid to you.
 - (iii) You agree to send us all tax bills and other notices or communications related to taxes as soon as you receive them. If you do not, you must repay to us the cost of obtaining these notices.
 - (iv) If you want to take advantage of any discount or avoid any penalty or interest in connection with the payment of taxes, you must pay us the appropriate amount in addition to the instalments we calculate.
 - (v) We do not have to hold any money you send to us to pay property taxes in trust for you and we do not have to pay you interest on the money you send us to pay property taxes. We do not have to pay property taxes more than once a year.
 - (vi) If you do not meet any one or more of your obligations under the mortgage and the Facility Documents, we may apply any money that we have received for property taxes to any portion of the facility amount.
 - (vii) You agree to repay to us any actual costs we reasonably incur in paying your property taxes, including amounts charged by the taxing authority for providing information about your property taxes, for sending us your property tax invoices, for accepting property tax payments from us on your behalf, or any interest or penalties imposed by the taxing authority which we pay. You agree that we may add these amounts to your tax instalments.
- (d) In the event that any amount estimated by us to make any tax payments pursuant to this section in any calendar year exceeds the taxes actually charged for that calendar year, the remaining amount may be retained by us on account of any pre-estimate of taxes for the following calendar year.

6.7 Insurance (this section does not apply if your property is a residential condominium unit)

- (a) You must insure and keep insured all buildings, structures, fixtures and improvements on your property for not less than full replacement value in Canadian dollars. For certainty, co-insurance is not permitted. You must keep this insurance coverage in place at all times until the facility amount has been fully paid. Your insurance must include coverage for loss or damage caused by fire with extended perils coverage. At any time, we may require that you also obtain coverage for additional perils, risks or events. If a steam boiler or any other comparable equipment is operated on your property, then you must also have insurance coverage for loss or damage caused to the equipment, or by the equipment, or by the explosion of the equipment. To the extent that your insurance obligations under this mortgage may be fulfilled by way of an insurance policy providing for cooperative reimbursement acceptable to us, acting reasonably (being Shari'a compliant and known as "takaful" in the Arabic language), on commercially reasonable terms, you shall comply with your insurance obligations under this mortgage by taking out and maintaining such a policy and if you do so the term "insurance" shall be construed in this mortgage as a reference to this type of policy.
- (b) All insurance policies must be carried with a company that is satisfactory to us, contain mortgage clauses approved by the Insurance Bureau of Canada, or by us, confirming that any loss proceeds will be paid first to us, and give us the first right to receive and to have a lien on the insurance proceeds.
- (c) You must comply with all of the terms of each insurance policy required by the mortgagor and all requirements of the insurer of each policy. You will not by any action or omission invalidate any policy



required to be maintained hereunder or materially increase the premiums on any such policy above the normal premium charged by the insurer.

- (d) You must provide us with evidence of insurance that satisfies these requirements. You must also immediately inform us of any changes in your insurance including any change in insurance company or policy including any change in the amount or perils covered by your insurance and any notice of pending cancellation or cancellation of insurance. At least fifteen (15) days before any insurance policy expires, you must provide us with evidence that you have renewed or replaced the policy.
- (e) If we ask you to, you must provide us with certified copies of all insurance policies.
- (f) If you do not arrange for insurance or if you do not pay the premium for any insurance policy, we may arrange for insurance and pay the premium. However, we are not obligated to do this. Any insurance arranged by us may not cover the full replacement value of your property. If we pay any insurance premium or other amount of money for any insurance required pursuant to this section, you must repay us immediately. Alternatively, we may charge you an amount we may determine for our insurance for protection of our interest in your property.
- (g) If any loss or damage occurs, you must immediately notify us and do everything necessary to enable us to obtain the insurance money payable to us under the mortgage and the Facility Documents. You must pay all expenses related to this. You agree that if we produce the mortgage, that will be sufficient authority for the insurance company to pay us any insurance money that is payable because of a loss. By signing this mortgage, you authorize and direct the insurance company to do so. We have the right to decide how to use the insurance money. For example, we may use part or all of the insurance money to repair or rebuild your property, reduce any part of the facility amount, whether it is due or not, and the surplus of the insurance money (if any) shall be paid to you.
- (h) To ensure that we may so apply such insurance monies in the manner herein contemplated, you assign and release to us all of your right to receive the insurance moneys.

6.8 Repairs

- (a) You must keep your property in good condition and in a good state of repair. You must carry out all necessary repairs and you must not do anything, or let anyone else do anything, that lowers the value of your property.
- (b) You must also comply with every present and future law, by-law, ordinance, regulation and order that affects the condition, repair, use or occupation of your property.
- (c) If you do not keep your property in good condition and a good state of repair or if you do not carry out all necessary repairs, or if you do anything, or you allow anything to happen, that lowers the value of your property, or if you do not comply with all present and future laws, by-laws, ordinances, regulations and orders that affect the condition, repair, use or occupation of your property, we can make any repairs we think are necessary.
- (d) You authorize us or any mortgage insurer to enter your property at all reasonable times to inspect and repair your property. By entering your property to inspect it or do repairs, we and any mortgage insurer do not become a mortgagee in possession of your property.
- (e) You are responsible for the costs of any repairs and any inspections done by us or on our behalf, provided that such costs would have been likely to have been incurred by a prudent mortgage provider in the province or territory in which the property is located. You must pay us these costs immediately.

6.9 Demolitions and alterations

You agree not to demolish any building or structure, or part of any building or structure, on your property without first obtaining our written approval. You also agree not to make any substantial alterations, additions or improvements to your property (referred to collectively in this section as “**alterations**”) without first obtaining our written approval of your proposed plans. If we agree to let you make alterations, the following conditions apply:

- (a) The alterations must be completed as quickly as is reasonably possible.
- (b) The alterations must meet all government requirements and zoning and building by-laws and other standards that apply to your property. If we ask you to, you will give us proof that the alterations meet all government requirements and building standards.
- (c) You will pay all costs associated with the alterations, and you will provide us with proof that all amounts that are owed for the alterations have been paid.
- (d) You must retain all required holdbacks.
- (e) We may obtain an order removing any construction or builders’ lien and may provide financial guarantees or other security to obtain this order. If we obtain an order, you must pay to us immediately all of our charges, costs and expenses related to obtaining it, if you do not pay them, we will add them to the facility amount.



6.10 Hazardous materials and illegal substances

- (a) You certify that you have made reasonable investigations and enquiries and that, to the best of your knowledge, no part of your property or any land next to your property is, or has been, or will be, used to manufacture, refine, handle, treat, store, dispose of or in any other way deal with any substances, except as allowed by laws, regulations and orders; provided any growing, manufacturing, refining, handling, treating or storing of marijuana on your property is strictly prohibited whether permitted by law or otherwise. You also certify that you have made reasonable investigations and enquiries and that, to the best of your knowledge, no part of your property contains, nor has it ever contained, nor will it contain in the future, any underground or aboveground storage tanks, any hazardous, illegal substance or any substance in a quantity or concentration greater than that permitted by law or greater than the concentration specified in provincial laws which apply to the specific permitted use being made of the property, including without limitation, any quantity or concentration that may negatively alter the value of the property or negatively affect the marketability of the property.
- (b) You certify that if there is an underground or aboveground storage tank on your property it, and the operation of such tank, is in compliance with all laws, regulations, by-laws, orders and other legally binding requirements relating to underground and aboveground storage tanks, the protection of the environment, hazardous materials or public health and safety.
- (c) You certify that you have made reasonable investigations and enquiries and that, to the best of your knowledge, you are not aware of any environmental condition affecting any of your property which would constitute a material breach of any environmental laws or which would negatively alter the value of your property.
- (d) You may not use your property to grow, manufacture, refine, handle, treat, store, dispose of or in any other way deal with any hazardous material or illegal substances or marijuana (whether legal or not), as allowed by laws, regulations and orders, unless you have first notified us in writing that you intend to do so, and you have received our written approval.
- (e) We may require you to obtain an environmental audit, satisfactory to us, of all or any part of your property. However, we do not have to do so. If we do, you are responsible for all of the costs associated with conducting the environmental audit. Any environmental audit will not relieve you from your obligations under the mortgage and the Facility Documents. We can require as many environmental audits as we think necessary.
- (f) If hazardous materials or illegal substances or any substance in a quantity or concentration greater than that permitted by law or greater than the concentration specified in provincial laws which apply to the specific permitted use being made of the property, including without limitation, any quantity or concentration that may negatively alter the value of the property or negatively affect the marketability of the property are found on the property, regardless of the source or cause, we may require you to immediately carry out all work required to remove the hazardous materials, illegal substances or other substances from your property and repair the damage to your property. The plans and proposals for doing the work and repairs must be prepared in consultation with us and must be approved, in writing, by us in advance. When the work is completed, you must provide us with confirmation in writing that the work is completed. This confirmation must be in a form acceptable to us. You are responsible for all of the costs associated with this work, including providing evidence that the work has been completed.
- (g) If you fail to meet one or more of your obligations under this section, you agree that we may do all or any part of the work we feel is necessary. However, we are not obligated to do so. You must reimburse us for all of the costs associated with this if we do so. If you do not do so, these costs will be added to the mortgage.
- (h) In all cases, you will protect and indemnify us against all actions, claims, lawsuits, costs or other demands relating to hazardous materials, illegal substances or any substance in a quantity or concentration greater than that permitted by law or greater than the concentration specified in provincial laws which apply to the specific permitted use being made of the property, including without limitation, any quantity or concentration that may negatively alter the value of the property or negatively affect the marketability of the property which are found on the property, and any breach of your obligations under this section.

6.11 Property inspection, testing and investigation

- (a) We, or our agents, may enter and inspect your property and conduct any environmental testing, site assessment, investigation or study that we consider necessary. You are responsible for the actual costs of this testing, assessment, investigation or study. You must pay us these actual costs immediately.
- (b) If your mortgage has mortgage insurance, the mortgage insurer or its agents, may enter and inspect your property and conduct any environmental testing, site assessment, investigation or study that they consider necessary. You are responsible for the actual costs of any testing, assessment, investigation or study. You must pay us these actual costs immediately.
- (c) If we or the mortgage insurer enforce our rights under this section, we, the mortgage insurer or our respective agents will not be considered to have taken possession, management or control of your property.

6.12 Illegal activities

You certify that no part of your property is or will be used for any illegal purpose, including as a brothel, a gaming house, or for the storage, use or any other matter related to hazardous, illegal or controlled substances.

6.13 Administration and processing fees

You agree to pay to us, when due, our then current administration and processing fees for all aspects of the servicing of the mortgage and agreements including:

- (a) dealing with each stop payment request and arrangement to hold or process any payment other than on its due date by preauthorized debit and with any late or missed payment and for replacement of each cheque or other instrument not honoured when presented for payment, or any preauthorized payment which does not clear as scheduled.
- (b) preparing each assumption, arrears, amendment, assignment, reinstatement, discharge or other mortgage statement, and each amortization or revised amortization schedule whether provided to you, to your agents or solicitors or any other interested person.
- (c) processing each application to obtain our consent to assume the mortgage or our approval or consent for any other matter required by the mortgage whether or not approval or consent is provided or the matter is completed.
- (d) processing each payment frequency change, extension, renewal, conversion, restructuring, amendment, assignment or other amendment of the mortgage, the agreement, or amounts secured by the mortgage, whether or not completed.
- (e) investigating the status of any insurance, administering insurance cancellations, paying insurance premiums and dealing with insurance claims.
- (f) providing a copy or duplicate of documents from our file or an amortization schedule, a payment history, tax account history, audit verification and other services of a clerical nature including retrieval, copying, transmissions and other charges.
- (g) investigating the status of realty tax payments and administering the account for the collection and payment of taxes.
- (h) registering a financing statement or financing change statement or issuing or receiving any notice or information, security status or acknowledgement request and conducting any required searches.
- (i) registering electronically or otherwise or executing and delivering any discharge or assignment of this mortgage (notwithstanding that the discharge or assignment may have been prepared by you or other person on your behalf).
- (j) generally, any matter connected with the administration of the mortgage, the agreements and your property including inquiring into compliance, dealing with or enforcing any obligation contained in the charge or agreements and including, without limitation, with respect to preparation and administration of legal actions and enforcements, taxes, condominium fees and matters, insurance, repair and construction, environmental matters, leases and other encumbrances and managing or selling your property.

We may add our fees to the facility amount secured by the mortgage, and notwithstanding you are required to pay us our fees immediately.

We have the right to change the fees we generally charge customers from time to time. You may contact one of our client representatives to find out the fees in effect at any particular time.

6.14 New home warranties

If your property includes a newly or recently constructed house, you agree to meet all of the requirements to obtain and maintain the warranty in the new home warranty program applicable in the province or territory your property is located. You agree to provide to us copies of the New Home Warranty Certificate and Certificate of Possession or other applicable certificates. You assign to us the right to receive and enforce all benefit of such warranty. You also agree to reimburse us for any costs that we incur in complying with the warranty program requirements, or enforcing your rights on your behalf if you fail to do so.

6.15 Assumption of mortgage

If you are not the original customer, you agree to be bound by all obligations of the original customer under the mortgage and the Facility Documents.

6.16 Expropriation

If your entire property is expropriated, the facility amount will immediately become due and payable. If only a part of your property is expropriated, the amount you are awarded for the partial expropriation will be paid to us and we will credit it to the facility amount. If, in our opinion, the remainder of your property does not provide adequate security for Shariah Certificate Ref#: EON-1718-01-01-10-20-01



the facility amount, then the facility amount, or any part of the facility amount as we determine, will immediately become due and payable in accordance with the terms of this mortgage.

6.17 Spousal information

You certify to us that all information that you give us about your marital status and your property when applying for the facility secured by the mortgage, and the statements made in the registered mortgage are true and accurate under the laws regarding spousal property rights in the province or territory in which your property is located.

6.18 Withholding taxes

You agree that we must receive all payments free and clear of any withholding tax. If you are or become a non-resident of Canada for income tax purposes, the country where you reside may charge you withholding tax on your payments to us. You are responsible for paying any withholding tax and providing to us receipts issued by the foreign tax authority as proof that you have paid withholding tax. If you do not pay the withholding tax and the foreign tax authority makes us pay it, you promise to pay the withholding tax amount to us when we ask for it. The amount will be added to the facility amount until paid. We have the right, but not the obligation, to collect and remit the withholding tax on your behalf. If we choose to do this, we will remit the withholding tax to the foreign tax authority from amounts we collect from you and you are responsible to make up any shortfall if any in payments owed to us.

6.19 Costs

You agree to pay us actual expenses and actual costs (excluding opportunity cost or cost of funding) we incur in any manner in connection with the mortgage including, without limitation, in relation to:

- (a) preparation, execution and registration of the mortgage and any other security, instrument and documents and each amendment, extension or renewal thereof;
- (b) collecting payments under and enforcing and realizing the security of the mortgage;
- (c) defending or otherwise dealing with any action or proceeding in which we by reason of the mortgage may be a party or otherwise interested including without limitation any construction lien or similar matter, any seizure or prosecution by police or other authority (including criminal or civil forfeiture proceedings), any foreclosure, sale (including all reasonable post-mortgage sale matters), strata proceedings, expropriation proceedings, redemption, assessment or other action or proceeding by any other encumbrancer or any certificate of pending litigation or other title matter;
- (d) performing or complying with any of your obligations under this mortgage including, without limitation, those relating to insurance, condominium, repair and construction, leases, taxes, prior encumbrances and environmental matters.

All legal costs and expenses incurred by us in dealing with compliance with any term, in enforcement of the mortgage and the Facility Documents and because of third party proceedings of any kind involving the property shall be paid by you in full (including legal fees for court proceeding on a full indemnity or a solicitor and client basis). Any amounts not paid when due in full will be added to the facility amount and must be repaid to us immediately.

7. OUR RIGHTS AND REMEDIES

7.1 No obligation to make advances under the mortgage and the Facility Documents

We may, for any reason, decide not to advance you all or any part of any funds, even if you have signed the mortgage or the Facility Documents, the mortgage has been registered or we have already given you part of an advance. In this case, you will pay us, immediately when we demand, all of our actual costs and actual expenses including legal fees related to investigating title to your property and for registering the mortgage.

7.2 Releasing your property from the mortgage

- (a) We may release our interest in all or part of your property, whether or not we receive any value. We will be accountable to you only for money that we actually receive. If we release our interest in only part of your property, the remainder of your property will continue to secure the facility amount and your obligations, and the obligations of any guarantor, under the mortgage and the Facility Documents will continue unchanged.
- (b) If your property is subdivided, each part of your property will secure payment of the facility amount.

7.3 Certain actions we can take

- (a) We can, if we think it is necessary, pay off any encumbrances, claims or liens which have priority over the mortgage. Also, we can pay all expenses that we incur in collecting any payment under the mortgage and the Facility Documents that you did not make when due and in enforcing your other obligations. You must immediately pay us these expenses.
- (b) If you do not meet one or more of your obligations under the mortgage and the Facility Documents, we can, but are not obliged to, perform those obligations. You must immediately reimburse us for all payments which we make and actual costs which we incur in taking these steps.



- (c) You will pay all actual amounts we expend and actual costs we incur in defending or otherwise dealing with any action or proceeding in which we by reason of the mortgage may be a party or otherwise interested including without limitation any construction lien or similar matter, any seizure or prosecution by police or other authority, any foreclosure, sale, redemption, assessment or other action or proceeding by any other encumbrancer or any certificate of pending litigation or other title matter.
- (d) Any payments we make under the mortgage and the Facility Documents will be added to the facility amount.
- (e) If we have not received a solicitor's final report and certificate of title within sixty days of the final advance of funds under the mortgage and the Facility Documents, we are entitled to retain another solicitor of our choice to provide a final report and certificate of title. You will be responsible for all costs associated with so doing.
- (f) In the event of missed regular payments, we can, at our discretion, work with you to reschedule up to four (4) regular payments in a year subject to and in compliance with mortgage insurer guidelines (if applicable).

7.4 Default and acceleration of the facility amount

Notwithstanding that this mortgage is "on demand", the facility amount will become payable immediately, at our option, if:

- (a) you default in making any regular payment, or any other payment you are obliged to make to us under the mortgage and the Facility Documents;
- (b) you fail to comply with any of your other obligations under the mortgage or any other Facility Document or it becomes illegal for you to comply with any of your other obligations under the mortgage or any other Facility Document;
- (c) any lien is registered against your property or we receive written notice of any lien that is created as a result of unpaid property taxes, utilities, unpaid condominium or strata maintenance fees, judgments, construction or builders' liens or other similar encumbrances;
- (d) your property is abandoned or is not visibly and consistently occupied;
- (e) if you are a corporation and there is a change of control to a person or persons not approved by us in writing;
- (f) any buildings being erected or additions, alterations or improvements done on your property remain unfinished without work being done on them for fifteen (15) consecutive days;
- (g) your property is used for: any illegal purpose; the cultivation, processing or manufacture of any illegal or controlled substances; the cultivation, processing or manufacture of marijuana (whether legal or not); or, for a business purpose without our consent, including rentals, leases or subleases;
- (h) you sell or otherwise dispose of your property or your interest in the mortgage to a person not approved in writing by us;
- (i) we discover that any statement, certification, representation or agreement you have given or made to us in applying for the facility or in the mortgage is untrue or becomes untrue through the life of the mortgage which, as a result and in our sole discretion, has or is likely to have an adverse affect on the value of the property or your ability to repay the facility;
- (j) any action is taken by you or anyone else that, in our discretion lowers the value of the property;
- (k) if there is another mortgage registered against your property and there is a failure to make payments under that mortgage;
- (l) if the property includes a condominium unit or strata lot, a vote authorizes termination of the condominium or strata property or the sale of all or substantially all of the condominium corporation's or strata corporation's assets or its common elements or the condominium corporation or strata corporation fails to insure the unit or strata lot and common elements; or
- (m) a petition in bankruptcy is filed against you, you make a general assignment for the benefit of your creditors, you make a proposal to your creditors, a receiver or a similar person is placed or is threatened to be placed in control of your affairs or your property, or in our opinion, you become insolvent.

Where default continues to or is made after the date upon which we have specified that the facility be repaid in full, the outstanding amount may only be paid upon three (3) months written notice.



7.5 Enforcing our rights

- (a) If any of the events set out in section 7.4 occurs, we may, with or without declaring the facility immediately payable, enforce our rights by taking certain actions, which include:
- (i) *Sue you.* We may take any action that is necessary to recover payment of all or any part of the facility amount and to make you perform any of your other obligations under the mortgage and the Facility Documents.
 - (ii) *Foreclosure or sale.* We may take court proceedings to foreclose your right, title and equity of redemption to your property. If we obtain a final order of foreclosure from the court, your property will belong to us. We may also ask the court to order the sale of your property under the court's supervision. If the amount we receive from the sale of your property is less than the facility amount, you must pay us the difference and the surplus (if any) shall be paid to you.
 - (iii) *Lease your property or collect rents.* You acknowledge and agree that we may with or without entering on the property lease your property without notice to you. If we think it is reasonable, we may cancel or amend any lease or enter into new leases without being responsible for any resulting loss. We may apply the money collected under or in connection with any lease, after paying all costs and expenses, to any part of the facility amount. We will only be accountable for the money remaining after payment of all costs and expenses when we actually receive it. If the money remaining, after paying all costs and expenses, does not pay the facility amount in full, you must pay us the difference and the surplus (if any) shall be paid to you.
 - (iv) *Power of sale.* We may, where permitted by law and on the minimum period of written notice to you required by law, sell your property or any part of your property. We may sell your property for cash or on credit, or partly for cash and partly on credit. We may sell your property by private sale or public auction and for whatever terms we can obtain as permitted by law. If we think it is reasonable to do so, we may cancel or amend any contract of sale, or postpone any sale, without being responsible for any resulting loss. We may apply the money from any sale, after paying all costs and expenses, to reduce any part of the facility amount. We will only be responsible for the money remaining after we pay all costs and expenses when we actually receive it. If the money remaining, after paying all costs and expenses, does not pay the facility amount in full, you must pay us the difference and the surplus (if any) shall thereafter be paid to you or to your order.
 - (v) *Enter on your property.* We may enter your property at any time, without your permission, and make any necessary arrangements to inspect, collect rent, manage, repair or complete construction. We will not be considered to be a mortgagee in possession of your property unless we actually take possession of it. While in possession, we will only be accountable for money actually received. We may take possession of your property without any encumbrances or interference.
 - (vi) *Appoint a receiver.* We can appoint, in writing, a receiver (which term includes a receiver and manager) to collect any income from your property. The receiver will be your agent, not ours, and you alone will be responsible for anything the receiver does or fails to do. We are not accountable for any money received by the receiver except for money that we actually receive. The receiver may use every available remedy or action that we have under the mortgage and the Facility Documents to collect the income from your property, take possession of part or all of your property, or to manage your property and keep it in good condition. From the income collected, the receiver will pay all rents, taxes, insurance premiums and other expenses required to keep your property in good condition; its own commission as receiver; all amounts required to keep any encumbrances ranking in priority to the mortgage in good standing; and all or any part of the facility amount, whether it is due or not.
 - (vii) *Cure any defaults.* We can cure any defaults under the mortgage and the Facility Documents.
 - (viii) *Automatic withdrawals.* We can discontinue automatic debits of the regular payments owing under the mortgage and the Facility Documents.
 - (ix) *Other action.* We can take any other steps or proceedings against you that are permitted by the laws of the province or territory in which your property is located and the laws of Canada.

We have the right to take one or more of these actions at the same time or in any order we choose.

- (b) If any of the events in Section 7.4 occurs, we may at our sole option, notwithstanding any other provision in the mortgage, determine whether such events are curable or not curable and, if we determine not curable (at our sole discretion) and notwithstanding any efforts or attempts by you to cure such events, we may enforce our rights in any manner as set out in the mortgage.
- (c) If we take possession of your property to enforce our rights, you will not interfere with our possession or with the possession of your property by any receiver we appoint or with the possession of your



property by any person we have leased or sold your property to. You will not make any claim against any person to whom your property has been leased or sold.

- (d) If we take possession of your property, any equipment (which is not part of your property) or furniture or household or personal belongings which remain on your property for a period of more than six (6) days after we take possession of your property shall be deemed abandoned and we may remove, store, dispose of or otherwise deal with such abandoned goods in such manner as we see fit. Removal, storage and other costs may be added to the amount secured by the mortgage.

If you have rented the property without our written approval as required by Section 6.4 of these mortgage terms, we will have the same rights and remedies as if you had tried to discourage us from taking possession of your property if you had defaulted under the mortgage and the Facility Documents or adversely affected the value of your property. We can pay any amount we think is needed to any tenant, to obtain the co-operation of the tenant in selling your property, showing your property and obtaining possession of your property or any part of your property from the tenant. You agree that any amount we pay to a tenant will be added to the facility amount.

You must pay all of our actual expenses related to our enforcing our rights (including legal fees in any court proceedings on a solicitor and client or full indemnity basis). You must pay these amounts immediately when we ask for them. You must also pay all other costs we have to pay to protect our interests and to enforce any of our rights under the mortgage and the Facility Documents, as well as a reasonable allowance for the time and services of our employees.

If we delay enforcing any of our rights or give you or any other person an extension of time, the delay or extension will not affect any of our other rights under the mortgage and the Facility Documents. If we delay or give an extension, we may still require you to make all payments on time and meet your obligations under the mortgage and the Facility Documents; require payment of the facility amount if you are in default; and require any other person who has obligations under the mortgage and the Facility Documents, including a guarantor, to meet those obligations.

In some cases, we may not enforce our rights on a particular default. However, by doing so, we are not forgiving any other existing default, or any other defaults in the future.

If we obtain a court order or judgment against you to enforce our rights, the judgment will not prevent us from pursuing our other remedies or rights to enforce your obligations under the mortgage and the Facility Documents.

7.6 Doctrine of consolidation

The doctrine of consolidation will apply to the mortgage and any other mortgage you have granted or will grant to us. This means that if you default under any of your mortgages to us then we can, as a condition of your repaying any mortgage, require that you repay all mortgages.

8. ASSUMPTION OF THE MORTGAGE IF YOUR PROPERTY IS SOLD

- (a) If you transfer title, or agree to transfer title, to your property to anyone without first obtaining our written approval, we may require you to pay the facility amount immediately in full, in addition to our rights to enforce upon a default. If we accept any payment from any person who we have not first approved in writing, this does not mean that we have granted our prior written approval or that we have given up our right to require you to pay the facility amount immediately in full, or have given up any rights to enforce this mortgage.
- (b) You agree to give us sufficient information to enable us to decide whether we should give our written approval of your transfer of title to your property. We will not unreasonably withhold our approval.
- (c) There may be an administration and processing fee. You must pay us these fees immediately.
- (d) We release you from your obligations under the mortgage and the Facility Documents and to pay the facility amount, and, if applicable, we release any guarantors from their guarantee, if: (i) we give our written approval to you to transfer title to your property; (ii) the transfer is to a person or persons other than yourself so that you will not retain any ownership interest in your property after the transfer of title takes place; (iii) you provide us with proof of registration of a Transfer to the approved person or persons; and (iv) if we request it, an assumption agreement or one or more guarantee agreements.
- (e) If you are not the original customer, you agree to be bound by all obligations of the original customer under the mortgage and the Facility Documents.

9. IF YOUR PROPERTY IS A CONDOMINIUM UNIT OR STRATA LOT

If your property is a condominium unit or strata lot you must also comply with this section in addition to all other provisions of the mortgage. In this section, condominium also means strata, condominium unit also means strata lot and condominium corporation also means strata corporation.

In this section, *Condominium Act*, *Condominium Property Act*, *Strata Property Act* or similar legislation governing a condominium or strata property in the province or territory in which your property is located, is called 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) Compliance with the Act

You will comply with all of the requirements of the Act and the declaration, bylaws and rules and regulations of the condominium corporation as they exist from time to time.

(b) Payment of common expenses and other amounts

You must pay common expenses and any other amounts charged by the condominium corporation on or before they become due. If we ask, you must give us proof that you have paid all of these amounts.

(c) Notices and demands

You will forward to us, copies of all communications of the condominium corporation related to your condominium unit or the common elements, including notices, assessments, claims or demands for payment, rules or regulations, requests or demands of us to consent to any matter. You must ensure that we receive these communications at least five (5) days before any claim or demand is payable or, in the case of other communications, within five (5) days of the date you receive them.

(d) Voting rights

(i) You authorize us, in your name and on your behalf, and whether or not you are in default to exercise your right to vote at any meeting of the condominium corporation, and to consent to any matter relevant to the management, sale or other dealings with the property or assets of the condominium corporation or the termination of the application of the Act to the condominium property or to your property. If your property is located in New Brunswick and Newfoundland and Labrador, we may only exercise your right to vote if we are a mortgagee in possession of your property.

(ii) We may decide not to use our rights to vote or consent. If we decide not to use these rights, we may notify the condominium corporation, in which case you may vote or consent yourself. Our decision not to vote or consent can be for a limited time or for a particular meeting or matter. When we do vote or consent for you, we do not become a mortgagee in possession, nor are we responsible to protect your interests nor for the way we vote or consent. We are also not responsible if we do not vote or consent.

(e) Insurance

In addition to the insurance held by the condominium corporation, you must insure all improvements which at any time have been made to your property against loss or damage by fire and, as well, against additional risks as we may require. The insurance company or companies must be approved by us. You and the condominium corporation assign and transfer the policy or policies of insurance and any payments under them to us. If we ask for them, you must give us certified copies of every insurance policy. If you or the condominium corporation fail to keep the buildings and improvements insured or do not provide us with evidence of renewal at least fifteen (15) days before the termination of any insurance we may (but are not obligated to) obtain insurance for the buildings or improvements. If any loss or damage occurs, you will immediately, at your expense, do everything necessary to enable us to obtain the insurance money. We may use all or any part of the proceeds, as permitted by law, to repair the damage, pay you or reduce any part of the facility amount whether or not it is due.

The obligation to insure may be performed by the condominium corporation and the proceeds of insurance may be payable in accordance with the declaration and by-laws of the condominium corporation.

You promise that, in the event of loss or damage, you will fully comply with the terms of all insurance policies and with the insurance provisions of the declaration and by-laws and that, as a member of the condominium corporation, you will insist that the condominium corporation comply with these terms.

10. GUARANTORS

(a) In return for us making the facility to you (in this section 10, the “customer” and which includes the customer’s legal and personal representatives, successors and assigns), each person who signs the mortgage as a guarantor or covenantor signs as a principal debtor and not as surety. In other words, each guarantor agrees to pay us the facility amount and to meet all other obligations of the customer as and when required by the mortgage.

(b) If there is more than one guarantor, the guarantors are responsible jointly and individually with each other and with the customers for meeting all obligations under the mortgage and the Facility Documents.



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- (c) We may, at any time, do any of the following, without notifying any guarantor and without obtaining the consent of any guarantor: extend the time for payment, give a renewal, give an extension, deal with additional security, give a release or discharge, change the terms of the mortgage or deal with any other matter affecting the mortgage and the customer's obligations. Doing any of these things will not in any way affect the guarantee or the obligations of any guarantor.
- (d) We may require payment from any guarantor before we attempt to obtain payment from the customer. All obligations of any guarantor will also be obligations of the guarantor's heirs, executors, successors or personal representatives. The obligations of a guarantor will not be affected by the bankruptcy of the customer or any other guarantor.

11. MISCELLANEOUS

11.1 Sharing of Information

You agree that we may and, in most cases are legally obligated to, share any and all information relating to your mortgage with any other party who has a registered interest in your property.

11.2 Date of mortgage

For the purpose of defining the date of the mortgage with respect to any statutory rights to prepayment only, the date of the mortgage will be deemed to be the registration date set out in the registered mortgage or the date set out in any agreement amending the registered mortgage.

11.3 Exclusion of statutory covenants

In the event that there is any inconsistency or conflict between the provisions contained in the mortgage and the covenants implied or incorporated into a mortgage by statute in the province or territory in which the property is located, the provisions of the mortgage shall have priority over and shall override such statutory covenants to the extent of the inconsistency or conflict.

11.4 Part of mortgage invalid

If any part of the mortgage is found to be illegal or unenforceable, the validity or enforceability of all other parts of the mortgage will not be affected.

11.5 Notice

You agree that all correspondence and notices forwarded to you by registered and regular mail to the property address and the most current address we have on file for you are deemed to have been received by you. You agree that, where you have provided us with authorization, we may communicate with you by electronic means, including by way of e-mail, and such communication shall be sufficient for properly effecting notice.

11.6 Headings

All section headings are for convenience of reference only and do not form part of the mortgage.

11.7 Governing law

The mortgage shall be governed by the laws of the province or territory in which the property is located and the laws of Canada applicable in the province or territory. Any reference in the mortgage to an act or statute includes amendments and replacements to that legislation in force from time to time.

12. TRANSFER OF DEBT AND MORTGAGE

We may, at our option, sell, assign, transfer or encumber the debt that you owe to us under the Facility Documents to one or more third party(ies) without notice to you, any guarantor or any spouse signing your mortgage (or any other Facility Document) and without requiring any consent. If we do so, you agree that your mortgage shall continue to secure all amounts owing under your mortgage and the Facility Documents. Once transferred or assigned, the debt that you owe under the Facility Documents be re-acquired by us, whether or not it is in default. You and each guarantor and spouse executing the mortgage hereby authorize and consent to us or any other person, including our or their respective agents and advisors and any party retained to service the mortgage (i) having an interest in the mortgage from time to time, and (ii) releasing, disclosing and assigning any personal or other information (including financial information) with respect to you, any guarantor, your spouse, the mortgage facility and your property, regardless of the scope of distribution and to any such other person as may be required to complete, administer, realize, assign, securitize or otherwise deal with your mortgage from time to time.

13. DEFINED TERMS USED IN THIS DOCUMENT

The following are used with particular meanings in this set of mortgage terms:

- (a) **business day** means any day excluding a Saturday, Sunday or statutory holiday in the Province where your property is located.



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- (b) **guarantor** means each person who signs the mortgage or an agreement relating to the mortgage as a guarantor or covenantor.
- (c) **hazardous materials** all hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammable explosives, chemicals known to cause cancer or reproductive toxicity, emissions, washes and all other chemicals, materials and substances, the handling, storage, release, transportation or disposal of which is or becomes prohibited, limited or regulated, is or becomes known to pose a hazard to the health and safety of any person, including without limitation, asbestos, petroleum and petroleum by-products, urea formaldehyde insulation, polychlorinated biphenyls, all substances from time to time designated as or considered to be a “contaminant”, “waste”, “hazardous substance”, “hazardous material”, “toxic substance” or a similar designation under any Environmental Law having application to your property.
- (d) **improvement** means any construction or installation on your property or any alteration, addition or repair to any building or structure on your property.
- (e) **Facility Documents** means the Master Murabaha Agreement, each Purchase Contract (when entered into) and each Spot Sale Contract (when entered into), the registered mortgage, these mortgage terms, mortgage commitment, advance schedule and any other agreement we make with you or document we issue to you relating to the making of the mortgage or facility and all supplements, amendments and replacements to that document or agreement.
- (f) **Facility Limit** means the total amount of principal or amount(s) or any part of any principal or amount(s) as is advanced to you by us now or from time to time.
- (g) **facility amount** means the amount of money you owe us at any given time under this mortgage or the Facility Documents. The facility amount may include unpaid principal, defaulted payments, other charges and fees. Other charges may include our administration and processing fees and the expenses of enforcing our rights as well as paying off any prior charges against your property.
- (h) **Master Murabaha Agreement** means the master murabaha agreement dated on or about the date of these mortgage and entered into between you and us.
- (i) **mortgage** means the registered mortgage, this set of mortgage terms, any agreement between you and us or document from us setting out the terms of a mortgage facility, any disclosure statements relating to the mortgage facility, any schedules that are attached to the registered mortgage (if applicable) and any renewals or amendments.
- (j) **mortgage commitment** means the commitment letter, facility approval or other document we issue to you or to someone on your behalf pursuant to which this mortgage or the facility is made and includes items such as the cost of borrowing disclosure statement and all supplements, amendments and replacements to that letter, approval or other document.
- (k) **mortgage insurer** means CMHC, Genworth Financial Insurance Company Canada, Canada Guaranty Corporation or any other company that insures the payment of mortgages to mortgage lenders.
- (l) **payout statement** means the statement prepared by us upon your request for the purpose of determining the amount payable to repay the facility amount in full.
- (m) **principal amount** is the amount of money identified as the principal amount on the registered mortgage.
- (n) **Purchase Contract** has the meaning given to such term in the Master Murabaha Agreement.
- (o) **registered mortgage** means the form of charge or mortgage which attaches this set of terms, and which you sign (including electronically or by way of authorisation and direction) and is the part of the mortgage that is or will be registered against the title to your property or, where your property is under the electronic registration system, will be signed and registered electronically against title to your property. It also includes any changes which may be made by an agreement amending any part of the registered mortgage.
- (p) **mortgage terms** means this set of mortgage terms and it also includes any changes which may be made by an agreement amending any part of these mortgage terms or the registered mortgage.
- (q) **Spot Sale Contract** has the meaning given to such term in the Master Murabaha Agreement.
- (r) **taxes** means all taxes, including those charges which are deemed by law to be taxes, assessments and levies of any kind and includes any financial charges and /or penalties or any other charges or liens against your property. Examples of taxes include property taxes, local improvement assessments, school taxes, development charges and utilities. Taxes may also include penalties or costs associated with a cleanup following a fire, explosion or other destruction or damage.
- (s) **we, us, and our** mean the mortgagee or chargee described in the registered mortgage.



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- (t) **you and your** mean each person, corporation and other entity who has signed the mortgage as a chargor, mortgagor or customer, including the personal and legal representatives of each person, corporation and other entity.
- (u) **your property** means the land described on the registered mortgage or incorporated therein. It includes all buildings, structures and improvements on the land now or added later, as well as anything attached now or later to the land or to any building or structure on the land. It also includes any improvements, substitutions, additions or alterations made to any building, structure or the land. If your property is a condominium unit or strata lot, your property includes your interest in the common elements and any other interest that you may have in the assets of the condominium or strata corporation. Any references to your property mean all or any part of your property

This document is
the intellectual property
of EQRAZ Inc.

EQRAZ INC CONFIDENTIALITY ADDENDUM

THIS AGREEMENT dated the _____ day of _____, 202_.

BETWEEN:

EQRAZ INC., a corporation incorporated under the laws of the Province of Ontario (the “**Company**”)

and

_____, of the city of _____, Province of _____ (the “**Recipient**”)

(collectively, the “**Parties**” and individually each a “**Party**”)

WHEREAS:

- A. the Company is engaged in the business of providing home financing and mortgage services throughout Canada that are compliant with both Sharia and Canadian law (the “**Business**”);
- B. **AND WHEREAS** the Company has provided to the Recipient a commitment letter, outlining the terms and conditions on which the Company is willing to loan funds to the Recipient (the “**Transaction**”)

NOW THEREFORE, in consideration of the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Confidential Information

The Recipient acknowledges that in connection with the Transaction, it has or will receive certain financing documents, including, without limitation, a *Commitment Letter*, *Master Murabaha Agreement* and a *Mortgage Charge* (the “**Financing Documents**”) and that the Financing Documents, together with all other information relating to the Business of the Company (collectively the “**Confidential Information**”) constitutes proprietary and strictly Confidential Information of the Company.

2. Nondisclosure and No-use Obligations.

2.1 The Recipient acknowledges and agrees that, unless permitted by section 3 hereto, it shall not, unless and until expressly authorized in writing by the Company:

- a) directly or indirectly deal with, use, exploit or disclose the Financing Documents or any other Confidential Information to any person or entity for any purpose; or
- b) reproduce the Financing Documents or any other Confidential Information.

2.2 The Recipient agrees to immediately notify the Company of any unauthorized use or disclosure of the Confidential Information.

2.3 The Recipient agrees to take all reasonable steps, including, but not limited to, those steps a reasonable person would take to protect its own proprietary or confidential information, to ensure that the Confidential Information is not disclosed or duplicated for the use of any third party.

3. Exclusions from Nondisclosure and Non-use Obligations.

3.1 The obligations described in Section 2 shall not apply to such portion of the Confidential Information that:

- a) is or becomes publicly available other than through a breach of this Agreement;
- b) is subsequently lawfully obtained by the Recipient from a third party or parties without breach of this Agreement or any obligations of confidentiality owed by such third party or parties, as shown by documentation sufficient to establish the third party as a source of the Confidential Information;
- c) was known to the Recipient prior to its disclosure by the Company as shown by documentation kept in the ordinary course of business sufficient to establish such knowledge;
- d) is required to be disclosed by law, regulation or legal process.

3.2 In the event the Recipient is legally required or compelled to disclose the Confidential Information, the Recipient shall:

- a) provide the Company with prompt prior written notice; and
- b) disclose only the minimum amount of Confidential Information necessary to comply with the applicable law, regulation or legal process and exercise reasonable efforts to ensure that any Confidential Information so disclosed will be accorded confidential treatment by the relevant legal body through protective orders, filings under seal and other appropriate means.

4. Return of Confidential Information and Other Materials. Upon written request of the Company, the Recipient shall promptly destroy or return, as directed, to the Company all Confidential Information, and, at the request of the Company, provide a sworn certificate signed by the Recipient certifying the return or destruction (a “Certificate”). If the Parties do not complete the Transaction, the Recipient shall immediately and without written request of the Company destroy or return all Confidential Information and provide a Certificate.

5. Title. Title to, and all rights in or to all Confidential Information disclosed under this Agreement shall remain vested in the Company.

6. Insufficiency of Damages. The Recipient acknowledges that the disclosure or use of Confidential Information contrary to this Agreement may give rise to irreparable injury to the Company inadequately compensable in damages. Accordingly, the Company may, in addition to any other remedy available at law, seek to enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages (and without the requirement of posting a bond or other security), and notwithstanding that damages may be readily

quantifiable, the Recipient agrees not to plead sufficiency of damages as a defense in any proceeding.

7. Termination. This Agreement may not be terminated unless agreed to in writing by both parties. However, the obligations described under Sections 2, 4, 5, 6, 7, and 10 shall survive the termination or expiration of this Agreement indefinitely.

8. No Assignment. This Agreement may not be assigned or transferred by the Recipient without the prior written consent of the Company. This Agreement shall enure to the benefit of and be binding upon each Party and its respective successors and permitted assigns.

9. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the courts of Ontario shall have jurisdiction to entertain any action arising hereunder.

10. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.

11. Waiver: Amendment: Modification. No term or provision hereof will be considered waived, and no breach excused by the Company unless such waiver or consent is in writing signed by the Company. No waiver of or failure to assert any right or remedy in respect of any occurrence, event, act, or omission on one occasion, or any number of such waivers or failures to assert shall be deemed a waiver of such right or remedy in respect of a similar occurrence, event, act or omission on any other occasion. This Agreement may be amended or modified only by the mutual agreement of the Parties in writing.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter hereof.

13. Counterparts. This Agreement may be executed in counterparts, manually or by facsimile or PDF signature, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

14. Independent Legal Advice. The Recipient confirms that he/she had an opportunity to obtain independent legal advice in connection with this Agreement and was encouraged to obtain such independent legal advice by the Company. The Recipient further confirms that the Recipient has either obtained independent legal advice, or such opportunity to obtain independent legal advice has been waived and he/she has executed this Agreement fully appreciating the legal consequences of doing so.

IN WITNESS WHEREOF this Agreement has been executed as of the date first written above.

EQRAZ INC.

By: _____

Name: Syed Zuhair Naqvi
Title: Founder & CEO
I have authority to bind the Corporation

RECIPIENT

By: _____

Name:
title: