

Additional Provisions (Specific)

All words that are defined in the set of standard charge terms referred to in the Charge/Mortgage of Land shall have the same meaning when used in these Additional Provisions.

Indebtedness

1. For the purposes of the Mortgage, the term "Indebtedness" means the aggregate of all present and future indebtedness and liabilities of the Mortgagor to the Bank (direct or indirect, absolute or contingent, matured or not, wheresoever and howsoever incurred, whether incurred as principal or surety, whether incurred alone or with another or others, and whether arising from dealings between the Bank and the Mortgagor or from other dealings or proceedings by which the Bank may become a creditor of the Mortgagor) payable under or by virtue of
- i) the \_\_\_\_\_  
\_\_\_\_\_  
dated \_\_\_\_\_, \_\_\_\_\_, as amended from time to time; and
- ii) any instrument, agreement or other document whatsoever taken by way of renewal or replacement thereof, as amended from time to time; and
- iii) the Mortgage.

Interest Rate

1. The Interest Rate is a variable rate per year equal to the Prime Rate plus \_\_\_\_\_ % per year, calculated and compounded monthly, with interest on overdue interest at the same rate. The Interest Rate will change automatically, without notice, whenever the Prime Rate changes.
- Despite the Interest Rate noted above, the Interest Rate payable by the Mortgagor on any part of the Indebtedness will be the interest rate specified in the relevant instrument, agreement, or other document between the Mortgagor and the Bank that relates to that part of the Indebtedness. Interest will be calculated as set out in the relevant instrument, agreement or document, or if not set out, will be calculated and compounded monthly, with interest on overdue interest at the same rate. If no interest rate is specified in the relevant instrument, agreement or document, you will pay interest on such part of the Indebtedness at the Interest Rate.
- Interest is payable on the Indebtedness until it has been paid, both before and after default, demand, maturity and judgment.
2. Notwithstanding any provision of the Mortgage or any other loan documents to the contrary, in no event will the aggregate "interest" (as defined in Section 347 of the *Criminal Code* (Canada)) payable on the Indebtedness exceed the effective annual rate of interest on the Principal Amount lawfully permitted under that Section and, if any payment, collection or demand pursuant to the Indebtedness in respect of "interest" (as defined in that Section) is determined to be contrary to the provisions of that Section, such payment, collection or demand will be deemed to have been made by mutual mistake of the Mortgagor and Bank and the amount of such payment or collection shall either be applied to the Principal Amount (whether or not due and payable), and not to the payment of interest (as defined in Section 347 of the said *Criminal Code*), or be refunded to the Mortgagor at the option of the Bank. For purposes of each loan document, the effective annual rate of interest will be determined in accordance with generally accepted actuarial practices and principles over the term of the Indebtedness on the basis of annual compounding of the lawfully permitted rate of interest. In the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Bank will be conclusive for the purposes of such determination.