

Supplementary Instructions to Solicitor

The Bank of Nova Scotia For Collateral Mortgages of Land in Manitoba

In addition to complying with the enclosed Requisition to Solicitor, the requirements of the Act and Regulations and the The Property Registry's eMortgage Form User Guide and any requirements of The Property Registry, please note the following instructions:

(a) Box 4 Mortgagee

- Select the "Corporation" box and in the "Corporation Name" field insert the name of the Bank "The Bank of Nova Scotia"
- In the "Address for Service" fields insert the full address in the appropriate fields as follows: Do not insert the Branch address.
The Bank of Nova Scotia
4715 Tahoe Blvd
Mississauga, Ontario
Canada L4W0B4
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(b) Box 5 Terms and Payment Provisions

- In the "Mortgage Description field" insert the words "Collateral Mortgage".
- In the "Mortgage Principal Amount field" insert the maximum principal amount secured by the mortgage.
- Under "Standard Charge Mortgage Terms" select "Deposited at land titles as number" and in the number field insert "87-128678" and in the "name field" insert "The Bank of Nova Scotia (Collateral Mortgage)".
- Under the "Payment Details" in the field "Prime is defined as" insert the words "prime lending rate of The Bank of Nova Scotia from time to time".
- Select the "Payable on Demand" box.
- Under "Interest Rate" select the "prime" box and insert the rate of interest specified in the Requisition to Solicitor.

(c) Box 5 Terms Additional Provisions

- Select the "Covenantor will sign" box if there is a covenantor.
- Select "Collateral Mortgage" box and in the "Details" field, and insert the following words:

You promise to pay, on demand, the OBLIGATIONS SECURED up to:

- the Mortgage Principal Amount, plus
- interest at the Interest Rate specified herein, plus
- the additional amounts payable under the heading WE MAY RECOVER OUR EXPENSES in the Standard Charge Mortgage Terms referenced in Box 5 hereof.

- Select the "Secures present and future liabilities" box and in the "Details" field, insert the following words:

"OBLIGATIONS SECURED" are: all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by you to us, or remaining unpaid by you to us, whether arising from dealings between you and us or from any other dealings or proceedings by which we may be or become in any manner whatever your creditor, and wherever incurred and whether incurred by you alone or with another or others and whether as principal or surety.

If the debts and liabilities exceed the Mortgage Principal Amount or the Interest Rate specified herein, we may decide what part of that is secured by the mortgage.

- Select the "Other" box and in the "Details" field, insert the following words:

The Standard Charge Terms are revised as follows:

- All references to "Form 11" are now changed to "Form 6.2";
- All references to "any schedules attached" means "the terms under the heading ADDITIONAL PROVISIONS in Box 5 hereof";
- "Obligations secured" means the debts and liabilities described in Box 5 hereof;
- "Property" means the property described under the heading LAND DESCRIPTION AND PRIOR INSTRUMENTS in Box 3 hereof; and
- The reference to "Box 13 of the Mortgage" is changed to "the following instruments described in Box 3 hereof.
- By signing this document, you are agreeing that the property described herein shall remain free and clear of all encumbrances, liens, mortgages, charges, security interests, and other financial agreements of any kind subordinate to our interest in the property except those approved in writing by us throughout the term of this document and any renewal or renewals thereof and any such encumbrances which may arise without our express consent will be immediately discharged by you.

Although the registered mortgage will not contain a copy of the Standard Charge Mortgage Terms, you must ensure that a copy of the Standard Charge Mortgage Terms is given to each party or the solicitor for that party before the party signs the mortgage. You must also ensure that each party who signs the mortgage or the solicitor of such party receives a copy of the executed Mortgage and the Standard Charge Mortgage Terms within 30 days after the mortgage is signed.