## Maritime Provinces (except New Brunswick)

## Schedule H

(Cash-Back Promotion)

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## FIRST NATIONAL FINANCIAL GP CORPORATION

Upon the advance of funds hereunder, the Chargee shall credit the amount of (the "Cash-Back Amount") to the Chargor's lawyer for payment to the Chargor on the following terms and conditions.

The Chargor will repay to the Chargee all or part of the Cash-Back Amount based on the formula hereinafter set out if any of the following events (the "Triggering Events") occur prior to the expiry of the original term of this Charge:

- (i) the Chargor sells the mortgaged property, repays all monies owing hereunder, prepays part of the principal amount secured hereby, early renews or refinances this Charge or arranges for the assignment of this Charge to another chargee; or
- (ii) the Chargee commences proceedings hereunder because of a default by the Chargor.

The amount that the Chargor must repay (the "Repayment Amount") if any Triggering Event occurs will equal:

- (a) in all cases except the prepayment of only part of the principal amount secured hereby, the Cash-Back Amount multiplied by the portion of the term hereof remaining at the time of occurrence of the Triggering Event (expressed in months) divided by the original term hereof (expressed in months); or
- (b) in the case of the prepayment of only part of the principal amount secured hereby, the number arrived at by using the formula in (a) above multiplied by a fraction having as its numerator the amount of the principal prepayment and as its denominator the original principal amount of this Charge.

The Repayment Amount shall be payable forthwith upon the occurrence of the Triggering Event and if not so paid shall be added to the principal amount secured hereby and shall bear interest at the rate provided for herein and shall be secured by this Charge.