

The land titles act, 2000

COLLATERAL MORTGAGE

_____ (the "Mortgagor") has become or may hereafter become indebted, obligated or liable, whether directly or indirectly, absolutely or contingently, to Tangerine Bank, at 3389 Steeles Ave E, Toronto, ON M2H 0A1 (the "Mortgagee").

As collateral security for the payment by the Mortgagor of any sums required to be paid from time to time to the Mortgagee and the performance of any covenants and obligations of the Mortgagor to the Mortgagee to be performed from time to time, the Mortgagor has agreed to execute and deliver this mortgage.

The Mortgagor, being or being entitled to become registered as owner of an estate in fee simple in those lands located in the Province of Saskatchewan and described as follows (or as described in Schedule "B" attached hereto):

SEE SCHEDULE "B" ATTACHED HERETO

(which, with the buildings and improvements located thereon, are collectively called the "Lands"), in consideration of the premises, COVENANTS with the Mortgagee as follows:

1. PAYMENT

The Mortgagor hereby acknowledges that the Mortgagor is or may become obligated to pay to the Mortgagee the Obligations (as hereinafter defined) from time to time in accordance with and in the manner agreed to between the Mortgagee and the Mortgagor, including as described on Schedule "A" hereto.

"Obligations" means, collectively, all amounts owing to the Mortgagee by the Mortgagor from time to time, whether present or future, direct or indirect, absolute or contingent, matured or not, and however arising, and whether pursuant to a revolving line of credit, and whether incurred or arising before, during or after the time that the Mortgagor is the owner of the Lands, including principal, interest and costs.

2. COLLATERAL SECURITY

The Mortgagor hereby encumbers, mortgages and charges the Lands with payment of the Obligations, up to the principal amount of _____ (**\$ _____**) **DOLLARS**, plus interest thereon after demand for payment thereunder, both before and after judgment, calculated at a floating rate equal to 10% above the Mortgagee's annual rate of interest announced from time to time as its benchmark prime rate of interest for Canadian dollar loans, which rate is subject to change from time to time at the Mortgagee's sole discretion.

This mortgage is given and taken as general and continuing collateral security to secure payment and performance of the Obligations and this mortgage shall obtain priority for all Obligations notwithstanding that at any time or from time to time there may not be any Obligations then outstanding or the amount of the Obligations may fluctuate from time to time. It is acknowledged by the Mortgagor that if the Mortgagee extends a revolving line of credit to the Mortgagor, this mortgage may be held as collateral security for such revolving line of credit up to the principal amount specified above. The accounts and records of the Mortgagee shall, in the absence of manifest error, constitute prima facie evidence of the amount of Obligations outstanding and owing from time to time by the Mortgagor to the Mortgagee.

3. COVENANTS UNDER THE LAND TITLES ACT

- (a) The Mortgagor has a good title to the Lands;
- (b) The Mortgagor has the right to mortgage the Lands;
- (c) On default the Mortgagee will have quiet possession of the Lands;
- (d) The Lands are free from all encumbrances except as consented to in writing by the Mortgagee;
- (e) The Mortgagor will execute such further assurances of the Lands as may be required by the Mortgagee; and
- (f) The Mortgagor has done no act to encumber the Lands except as consented to in writing by the Mortgagee.

4. INTERPRETATION

- (a) If the context so requires, wherever the neuter is used it will include the feminine and masculine, and wherever the singular is used it will include the plural.
- (b) If there is more than one Mortgagor then all covenants and stipulations herein contained or implied will apply to and be binding upon all the Mortgagors jointly and severally; provided always, and it is expressly agreed, that all covenants, provisos, powers, privileges and licenses herein expressed or implied will be binding upon and enure to the benefit of the respective legal personal representatives, successors and assigns of the parties.
- (c) The provisions contained in any schedules to this mortgage are incorporated by reference and form a part of this mortgage as fully as if set out in the body of this mortgage. The covenants and obligations of the Mortgagor and the rights and remedies of the Mortgagee contained in this mortgage are in addition to those granted or implied by statute or otherwise imposed or granted by law.
- (d) If any provision of this mortgage is held to be invalid or unenforceable by a Court of competent jurisdiction it will be deemed to have been deleted from the mortgage and the remaining provisions of this mortgage will continue in full force and effect and be enforceable to the greatest extent permitted by law.
- (e) The headings contained in this mortgage are inserted for ease of reference only and will not be construed so as to limit or restrict the obligations of the Mortgagor or the rights and remedies of the Mortgagee herein.
- (f) Neither the execution nor registration of this mortgage or any additional or other security or documentation will act as a merger of or otherwise affect the enforceability of the Obligations. All agreements and securities now or hereafter entered into by the Mortgagor with or in favour of the Mortgagee, whether related to the within transaction or otherwise, will be in addition to and not in substitution for any agreements or securities previously granted, unless expressly provided to the contrary therein.

5. CHARGE

For better securing to the Mortgagee the repayment in the manner aforesaid of the said principal sum and interest and other charges and monies hereby secured, and for the due performance by the Mortgagor of all of the covenants, provisos and conditions herein expressed or implied, the Mortgagor hereby mortgages to the Mortgagee all its estate and interest in the Lands.

6. WAIVER OF LEGISLATION

The Mortgagor, if a body corporate, agrees that:

The Land Contracts (Actions) Act (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this mortgage; and

The Limitation of Civil Rights Act (Saskatchewan) shall have no application to:

- (i) this mortgage;
- (ii) any mortgage, charge or other security for the payment of money made, given or created by this mortgage;
- (iii) any agreement or instrument renewing or extending or collateral to this mortgage or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in sub-division (ii) of this sub-paragraph; or
- (iv) the rights, powers, remedies of the Mortgagee under this mortgage or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in sub-division (ii) or sub-division (iii) of this sub-paragraph.

IN WITNESS WHEREOF the Mortgagor has executed this mortgage on the

_____ day of _____, 20_____.

SIGNED AND DELIVERED)
by the Mortgagor in the presence of:)

Per: _____ (c/s)

Per: _____

Witness: _____

AFFIDAVIT OF EXECUTION

I, _____, of _____, in the Province of

Saskatchewan, MAKE OATH AND SAY:

1. That I was personally present and did see _____ named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said person(s) and he (she/they) is (are) in my belief of the full age of eighteen years.

SWORN before me at

_____, in the Province of Saskatchewan,

this _____ day of _____, 20_____.

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan
(Print or Stamp Name Next to Signature)

My commission expires: _____

AFFIDAVIT OF EXECUTION

I, _____, of _____, in the Province of

Saskatchewan, MAKE OATH AND SAY:

1. That I was personally present and did see _____ named in the within instrument, who is (are) personally known to me to be the person(s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said person(s) and he (she/they) is (are) in my belief of the full age of eighteen years.

SWORN before me at

_____, in the Province of Saskatchewan,

this _____ day of _____, 20_____.

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan
(Print or Stamp Name Next to Signature)

My commission expires: _____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____, of _____, in the Province of

Saskatchewan, MAKE OATH AND SAY:

1. I am an officer or director of _____ named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at

_____, in the Province of Saskatchewan,

this _____ day of _____, 20_____.

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan
(Print or Stamp Name Next to Signature)

My commission expires: _____

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____, of _____, in the Province of

Saskatchewan, MAKE OATH AND SAY:

1. I am an officer or director of _____ named in the within or annexed instrument.
2. I am authorized by the Corporation to execute the instrument without affixing a corporate seal.

SWORN before me at

_____, in the Province of Saskatchewan,

this _____ day of _____, 20_____.

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan
(Print or Stamp Name Next to Signature)

My commission expires: _____

SCHEDULE "B"

LANDS