

COURT FILE NUMBER KBG-SA-00204-2023

COURT OF KING'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

IN THE MATTER OF THE RECEIVERSHIP OF THE LIGHTHOUSE SUPPORTED LIVING INC. and IN
THE MATTER OF THE BANKRUPTCY OF BLUE MOUNTAIN ADVENTURE PARK INC.

FOURTH REPORT OF THE RECEIVER, MNP LTD., DATED DECEMBER 11, 2023

Introduction and Purpose of the Report

1. MNP Ltd. was appointed interim receiver (the "**Interim Receiver**") of The Lighthouse Supported Living Inc. (the "**Lighthouse**") and Blue Mountain Adventure Park Inc. ("**BMAP**"; together with the Lighthouse, the "**Corporations**") by the Court of King's Bench for Saskatchewan (the "**Court**") pursuant to an Order granted by the Honourable Madam Justice A.R. Rothery on February 24, 2023 (the "**Interim Receivership Order**").
2. MNP Ltd. was appointed as Receiver (the "**Receiver**") of the Lighthouse by the Court pursuant to an Order granted by the Honourable Madam Justice A.R. Rothery on April 13, 2023 (the "**Receivership Order**"). No further Order was issued in relation to BMAP. (References in this Fourth Report to the "Receiver" include MNP's role as Interim Receiver where applicable.)
3. In accordance with the Sales Process Order (Blue Mountain Lands) granted by the Court on April 28, 2023, the Receiver assigned BMAP into bankruptcy on July 6, 2023 with MNP Ltd. appointed as Trustee in Bankruptcy.
4. The Lighthouse is a charitable corporation under *The Non-Profit Corporations Act, 2022* (Saskatchewan) and is a registered charity for tax purposes. The Lighthouse provided affordable housing, supportive living services, and programming for the vulnerable populations of Saskatchewan. The programs were funded through contracts with government agencies, rents received from low-income housing projects, and private donations.
5. BMAP is a non-profit corporation under *The Non-Profit Corporations Act, 2022* (Saskatchewan) which formerly operated an outdoor adventure park near North Battleford, Saskatchewan. The land and other assets formerly used by BMAP were owned by the Lighthouse.
6. This is the Receiver's Fourth Report to Court (the "**Fourth Report**") and it should be read in conjunction with the:
 - Interim Receiver's First Report to Court dated April 5, 2023 (the "**Interim Receiver's First Report**");
 - Receiver's First Report to Court dated April 21, 2023 (the "**First Report**");
 - Receiver's Second Report to Court dated June 8, 2023 (the "**Second Report**");
 - Receiver's Third Report to Court dated August 8, 2023 (the "**Third Report**"); and
 - Confidential Supplement to the Fourth Report of the Receiver, filed concurrently with this Fourth Report (the "**Confidential Supplement**")
7. The purpose of this Fourth Report is to advise that Court with respect to the following matters in relation to the Corporations:
 - the activities of the Receiver since the filing of the Third Report;

- the activities of the Receiver relating to the remaining property owned by the Lighthouse in the City of North Battleford, Saskatchewan;
 - the activities of the Receiver relating to the properties owned by the Lighthouse in the City of Saskatoon, Saskatchewan (the "**Saskatoon Properties**");
 - the status of the Receiver's Sales Process and proposed sale of the Saskatoon Properties;
 - the Receiver's proposed distribution of proceeds;
 - the Receiver's Interim Statement of Receipts and Disbursements and Receiver's Borrowings; and
 - the professional fees incurred to date.
8. In preparing the Fourth Report and making comments herein, the Receiver has been provided with, and has relied upon, certain unaudited, draft and/or internal financial information of the Corporations, the Corporations' books and records, and information from other third-party sources (collectively, the "**Information**"). The Receiver has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with generally accepted assurance standards or other standards established by the Chartered Professional Accountants of Canada.
9. Further information relating to the receivership proceedings can be located on the Receiver's website at <https://mnpdebt.ca/en/corporate/corporate-engagements/lighthouse-and-blue-mountain>.

Activities of the Receiver

10. Following the filing of the Third Report, the Receiver has:
- continued to monitor and manage the day-to-day operations of the Lighthouse;
 - monitored and reviewed staffing levels in accordance with information provided by Twila Redekopp;
 - communicated with community stakeholders in Saskatoon including the Saskatoon Police Department, the Saskatoon Fire Department, and the City of Saskatoon;
 - completed the initial (non-profit and public sector) stage of the sales process for the Saskatoon Properties;
 - engaged a real estate agent to list the Saskatoon Properties which did not attract offers under the initial sales process, specifically 215 Avenue N South, Saskatoon, 320 Winnipeg Avenue South, Saskatoon, and 2121 Wiggins Avenue Saskatoon (collectively, the "**Remaining Saskatoon Properties**");
 - engaged a contractor to do minor repairs to the Remaining Saskatoon Properties to enhance recovery;
 - continued discussions with Saskatchewan Health Authority ("**SHA**"), Saskatchewan Housing Corporation ("**SHC**") and Saskatchewan's Ministry of Social Services ("**MSS**") with regards to the clients of the Lighthouse's facilities at 227 20th Street East and 304 3rd Ave S, Saskatoon, Saskatchewan (the "**Towers**") location and relocation of those requiring assistance;

- continued to work with the listing real estate agent for and arranged regular monitoring of the property located at 1671 – 104 Street Property, North Battleford, Saskatchewan (the “**Remaining North Battleford Property**”);
 - closed the sale of, and completed the distribution of the net sale proceeds from. 962 - 102 Street, North Battleford, Saskatchewan (the “**102 Street Property**”);
 - closed the sale of, and completed the distribution of the net proceeds from, BMAP;
 - issued individual and group termination notices to the employees of the Lighthouse; and
 - facilitated the transfer of information requested by the Canada Revenue Agency (“**CRA**”) in response to an audit of the Lighthouse’s charitable status.
11. The Receiver has authorized further repairs to the boiler system and the replacement of broken windows at the Towers.
12. Employees of the Lighthouse continue to complete security checks on a regular basis, including perimeter walks of the Towers property, in order to check on those individuals who choose to sleep or gather outside the property over night. These individuals are not typically clients of the Lighthouse. The Receiver, in tandem with Saskatoon Police Service and Saskatoon Fire Department, has been working to direct the individuals gathering outside the Towers property to other service providers and shelters.
13. In addition to checking on the individuals who gather outside the Towers property, employees of the Lighthouse continue to assist in tidying up the exterior where garbage has been left behind.
14. Occupancy at the Towers has remained consistent with the information reported in the Third Report. However, in October 2023 the Receiver stopped accepting new clients to the facility at 204 2nd Avenue South (the “**Supported Tower**”) due to uncertainty with the outcome of the sales process. Currently the Supported Tower property has vacant rooms available that could be utilized by the new owner/operator post sale transaction.

Activities of the Receiver relating to the North Battleford Properties

15. Net sale proceeds of approximately \$162,000.00 (net of a closing adjustment in favour of the purchasers for property taxes) from the sale of the 102 Street Property were received in accordance with the Sale and Approval and Vesting Order (962 – 102 Street, North Battleford, Saskatchewan) granted by the Court on August 15, 2023, and amended August 25, 2023 (the “**102 Street SAVO**”).
16. The Receiver renewed the listing for the Remaining North Battleford Property. As at the date of this report, the Receiver has not received any offers to purchase this property.

Activities of the Receiver relating to the BMAP Assets

17. The net sale proceeds of approximately \$1,540,000.00 (net of a closing adjustment in favour of the purchasers for property taxes plus the deposit) from the sale of BMAP were distributed in accordance with the Sale Approval and Vesting Order (Blue Mountain Lands) dated August 15, 2023 and the 102 Street SAVO, as follows:
- \$288,754.41 to CRA, representing the balance remaining under the payroll source deduction Deemed Trust Claim;

- \$77,941.72 to the Saskatchewan Workers' Compensation Board ("**WCB**");
 - \$575,000.00 to Affinity Credit Union 2013 ("**Affinity**") representing repayment of the Receiver's Borrowings (and Interim Receiver's Borrowings) including interest; and
 - \$86,231.57.57 to MLT Aikins LLP, legal counsel to the Receiver, in payment of the legal fees, disbursements and taxes.
18. The remaining net sale proceeds from BMAP were deposited into a separate interest-bearing account in the name of the Lighthouse. Funds have been utilized to pay post-receivership source deductions and to offset monthly operating shortfalls of the Lighthouse. The Receiver did not pay the outstanding Interim Receiver's fees and disbursements from the net sale proceeds due to concerns with liquidity of the Receivership estate.

Status of the Sales Process for the Saskatoon Properties

19. In accordance with the Order (Saskatoon Sales Process and Distribution of Proceeds) granted by the Court on June 15, 2023, the Receiver initiated the sales process contemplated therein on July 4, 2023 (the "**Saskatoon Sales Process**").
20. An Information Summary was distributed to commercial realtors, non-profit entities and third parties who had expressed an interest in the Saskatoon Properties.
21. Information relating to the Saskatoon Sales Process was advertised on LinkedIn, where the posting was viewed over 39,000 times with 357 direct views of the linked website.
22. In accordance with the Saskatoon Sales Process and the Receiver provided for an Exclusive Period of 90 days where only non-profit and public entities could submit offers to purchase (the "**Exclusive Period**").
23. The deadline for Offers to Purchase to be submitted in the Exclusive Period to the Receiver was October 2, 2023 (90 days after the process was initiated).
24. In response to the Saskatoon Sales Process, two (2) Offers to Purchase were submitted to the Receiver in relation to the Lighthouse Towers. One Offer to Purchase was submitted by Saskatchewan Housing Corporation ("**SHC**") and the second Offer to Purchase was submitted, unsolicited, by a for profit entity.
25. A copy of the SHC Offer and details relating to the Offer to Purchase submitted by the for profit entity are included in the Confidential Supplement.
26. In response to the Saskatoon Sales Process, one (1) Offer to Purchase was submitted to the Receiver by [REDACTED] in relation to 2540 Melrose Avenue, Saskatoon.
27. A copy of the [REDACTED] Offer to Purchase is attached to the Confidential Supplement.
28. In response to the Saskatoon Sales Process, one (1) Offer to Purchase was submitted to the Receiver by Sanctum Care Group Inc. in relation to 119 Avenue O, Saskatoon.
29. A copy of the Sanctum Care Group Inc. Offer to Purchase is attached to the Confidential Supplement.
30. In response to the Saskatoon Sales Process, two (2) Offers to Purchase were submitted to the Receiver in relation to 2942/2944 Cumberland Avenue, Saskatoon. One (1) Offer to Purchase was

- submitted by the Elizabeth Fry Society of Saskatchewan Inc. and one (1) Offer to Purchase was submitted by the Saskatoon Open Door Society.
31. A copy of the Elizabeth Fry Society of Saskatchewan Inc. Offer to Purchase and details relating to the Saskatoon Open Door Society Offer to Purchase are attached to the Confidential Supplement.
 32. Upon negotiating the terms and conditions, the Receiver advised each of SHC, [REDACTED], Sanctum Care Group Inc., and the Elizabeth Fry Society of Saskatchewan Inc., that it would be accepting the respective Offers to Purchase subject to Court approval.
 33. The Receiver has not yet formally opened the Saskatoon Sales Process to for-profit prospective purchasers at this time, as the Receiver is satisfied with the Offers to Purchase received during the Exclusive Period in respect of the properties which have attracted interest, including the Towers. The Receiver intends to open the Saskatoon Sales Process to for-profit prospective purchasers in the new year in order to facilitate the sale of those Saskatoon Properties which did not attract offers during the Exclusivity Period (namely, the Remaining Saskatoon Properties located 215 Avenue N South, Saskatoon, 320 Winnipeg Avenue South, Saskatoon, and 2121 Wiggins Avenue Saskatoon).
 34. On November 22, 2023, an Agreement of Purchase and Sale was executed by both the Receiver and SHC (the "**SHC APS**"). A copy of the SHC APS, with purchase price and other business terms redacted, is attached to this Fourth Report as **Schedule 1**, and an unredacted copy of the SHC APS is attached to the Confidential Supplement.
 35. In accordance with the terms and conditions of the SHC APS, the purchase price is a combination of cash and a credit bid (comprised of the SHC secured interest registered against the Towers Property). Affinity has voluntarily agreed to accept a significant loss on the indebtedness owed to it by the Lighthouse and secured by a mortgage registered against title to the Towers in order for the SHC APS to be approved, notwithstanding that Affinity's mortgage is registered prior to that of SHC.
 36. On December 1, 2023, an Agreement of Purchase and Sale was executed by both the Receiver and [REDACTED] (**APS**). A copy of the [REDACTED] APS, with purchase price and other business terms redacted, is attached to this Fourth Report as **Schedule 2**, and an unredacted copy of the [REDACTED] APS is attached to the Confidential Supplement.
 37. On December 4, 2023, an Agreement of Purchase and Sale was executed by both the Receiver and Sanctum Care Group Inc. (the "**Sanctum APS**"). A copy of the Sanctum APS, with purchase price and other business terms redacted, is attached to this Fourth Report as **Schedule 3**, and an unredacted copy of the Sanctum APS is attached to the Confidential Supplement.
 38. The Receiver is continuing discussions with the Elizabeth Fry Society of Saskatchewan with a view to completing the sales transaction for 2942/2944 Cumberland Avenue, Saskatoon including the execution of an Agreement of Purchase and Sale. In the event that the Receiver can not negotiate a satisfactory Agreement of Purchase and Sale with the Elizabeth Fry Society of Saskatchewan the 2942/2944 Cumberland Avenue, Saskatoon property will be included with the Remaining Saskatoon Properties in the ongoing sales process.
 39. The Receiver has engaged a local real estate agent to list the Remaining Saskatoon Properties. At the recommendation of the real estate agent, the Receiver is in the process of completing minor repairs to the Remaining Saskatoon Properties prior to listing the properties for sale, in order to enhance realization. The Receiver anticipates completing the repairs and listing the Remaining Saskatoon Properties by early January 2024.

SHC – Rental Development Program Forgivable Mortgage/Loans

40. As referenced in the Interim Receiver's First Report, SHC holds security by way of mortgages registered against various properties owned by the Lighthouse in relation to its Rental Development Program ("**RDP**").
41. The terms of SHC APS provides for a credit bid amount with respect to the liabilities and obligations owing by the Lighthouse to SHC. The credit bid amount includes the RDP mortgage registered against the Lighthouse Towers with a principal balance of \$8,536,057.12 as at January 2, 2024.
42. The terms of [REDACTED] provide for the assumption by the purchaser of the RDP mortgage with a principal balance of \$247,722.24 as at January 2, 2024. [REDACTED] has received SHC's agreement to assume the RDP mortgage.
43. The terms of Sanctum APS provide for the assumption by the purchaser of the RDP mortgage with a principal balance of \$65,625.24 as at January 2, 2024. Sanctum has received SHC's agreement to assume the RDP mortgage.
44. The Receiver understands that SHC and the respective purchasers have agreed that SHC's existing mortgages pursuant to the RDP will be discharged on closing, and new mortgages registered. Accordingly, the forms of Sale Approval and Vesting Order sought contemplate the discharge of the SHC mortgages from title, notwithstanding the mortgage assumptions contemplated in the [REDACTED] Restored APS and the Sanctum APS
45. Attached to this Fourth Report as **Schedule 4** are copies of title, obtained from the Saskatchewan Land Titles Registry, in respect of each of the properties regarding which a Sale Approval and Vesting Order is sought.

Burgoyne Mortgage

46. Melba Gwendolyn Burgoyne holds security by way of a mortgage registered against 304 2nd Avenue South, Saskatoon on September 23, 2010, in the amount of \$640,000.00.
47. The terms of the original mortgage were amended by a Mortgage Amending Agreement dated June 10, 2012 to provide for the following:
 - the addition of Norman Burgoyne to the mortgage;
 - the principal amount of the mortgage was amended from \$200,000.00 owed to Norman Burgoyne and \$640,000.00 owed to Melba Gwendolyn Burgoyne to a combined total of \$343,000.00 owed to Norman Burgoyne and Melba Gwendolyn Burgoyne.

A copy of the Mortgage Amending Agreement dated June 10, 2023 is attached as **Schedule 5**.

48. The Mortgage Amending Agreement makes reference to a mortgage registered on September 23, 2010 in favour of Norman Burgoyne in the amount of \$200,000.00 (the "**Norman Burgoyne Mortgage**").
49. The Norman Burgoyne Mortgage is no longer registered against the subject property. However, the mortgage amount shown on the face of the title was not amended to reflect the reduction to the principal to \$343,000.00.

50. The Receiver obtained records from the Lighthouse showing regular monthly payments from January 2019 through December 2020 allocated at \$1,429.17/month to each of Norman Burgoyne and Melba Burgoyne, with the principal balance of \$0.00 as at December 2022.
51. The General Manager of the Lighthouse has advised the Receiver that based on the Lighthouse's internal financial records she believes the mortgage has been fully satisfied.
52. A probate search conducted by the Receiver's counsel revealed that Melba Gwendolyn Burgoyne and Norman Burgoyne are now deceased and that John David Morison and David Wayne Burgoyne were the respective applicants for Letters Probate. Copies of the probate search results dated November 27, 2023 are attached as **Schedule 6**.
53. The Receiver contacted John Benesh, Benesh Bitz & Company, counsel representing the respective estates who confirmed the mortgage indebtedness had been satisfied. Mr. Benesh further confirmed that will attend to the discharge of the mortgage registration.

Proposed Distribution of Sales Proceeds

54. In the event that the Court authorizes the Receiver to complete the sales of the Lighthouse Towers, the Receiver proposes to distribute up to \$1.9 million to Affinity as an interim distribution on account of Affinity's primary secured interest totalling approximately \$2.17 million plus accrued interest and costs, as well as any further Receiver's Borrowings advanced to the Receiver.
55. In the event that the Court authorizes the Receiver to complete the sale of 2540 Melrose Avenue, Saskatoon, the Receiver proposes to distribute the net sale proceeds available to Affinity up to the total balance of the secured interest estimated to be \$139,693.91;
56. In the event that the Court authorizes the Receiver to complete the sale of 119 Avenue 0, Saskatoon, the Receiver proposes to distribute the net sale proceeds to Affinity up to the total balance of the secured interest estimated to be \$69,171.50;
57. In the event that the Court authorizes the Receiver to complete the sales of 2942/2944 Cumberland Avenue, Saskatoon the Receiver proposes to distribute the net sale proceeds to Affinity up to the total balance of the secured interest estimated to be \$228,965.50.
58. Upon payment of the priority claims referenced in paragraphs 55 to 58 the Receiver requests that the remaining proceeds be paid into the Receivership estate.
59. The WCB has informed the Receiver that it has registered tax liens (on account of pre-filing indebtedness in the total amount of \$31,202.88) in the amount of \$11,000 or \$11,886.59 on the seven properties owned by the Lighthouse in the City of Saskatoon, as well as the full amount of \$31,202.88 in respect of the Remaining North Battleford Property. As the WCB will have some form of a priority claim to these proceeds, the Receiver proposes to pay any remaining pre-filing WCB amounts from funds in the receivership estate (to the extent that the same are not paid as closing disbursements in the sale transactions set out above).

Individual and Group Termination

60. On November 22, 2023, the Receiver issued individual and group termination notices to the 60 casual, part-time, and full-time employees of the Lighthouse. The termination notices had an effective date of January 5, 2024.
61. The Ministry of Labour Relations and Workplace Safety was provided with notice of the group lay-off in accordance with section 2-62 of the *Saskatchewan Employment Act*.

Receiver's Interim Statement of Receipts and Disbursements

62. Attached as **Schedule 7** to this report is the Receiver's Interim Statement of Receipts and Disbursements for the period ending November 30, 2023.
63. The Receiver has borrowed a total of \$575,000.00 to cover the operating losses incurred by continuing the operations of the Lighthouse. On September 27, 2023, the Receiver's Borrowings were repaid in full from the sale proceeds of BMAP in accordance with the Sale Approval and Vesting Order (Blue Mountain Lands) dated August 15, 2023. In October 2023 the Receiver borrowed an additional \$136,372.27 as payment for the Interim Receiver's Fees and Disbursements.

Professional Fees

64. Attached as **Schedule 8** is a summary of the Receiver's Fees and Disbursements to November 30, 2023.
65. Attached as **Schedule 9** is a summary of the Receiver's Legal Fees and Disbursements.

Conclusion

66. The Receiver submits this Fourth Report in support of an application for the following:
- a) approval of the SHC APS and the vesting of title in the name of the purchaser;
 - b) approval of the [REDACTED] APS and the vesting of title in the name of the purchaser;
 - c) approval of the Sanctum APS and the vesting of title in the name of the purchaser;
 - d) approval to complete the interim distribution of funds as described in this Fourth Report;
 - e) approval of this Fourth Report and the Receiver's activities and conduct to date as outlined herein;
 - f) approval of the Receiver's Interim Statement of Receipts and Disbursements for the period ending November 30, 2023; and
 - g) approval of the professional fees and disbursements of the Receiver and its legal counsel for the period ending November 30, 2023.

DATED at the City of Edmonton, in the Province of Alberta, this 11th day of December, 2023.

MNP Ltd., in its capacity as Receiver of
the Lighthouse Supported Living Inc.
and not in its personal capacity

Per: Eric Sirrs, CIRP, Licensed Insolvency Trustee
Senior Vice President

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PARTY FILING THIS
DOCUMENT

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RECEIVER'S FOURTH REPORT TO COURT

SCHEDULE 1

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 22 day of November, 2023 (the "Effective Date"),

BETWEEN:

MNP LTD., in its capacity as Court-appointed Receiver of **THE LIGHTHOUSE SUPPORTED LIVING INC.** and not in its personal or corporate capacity

(the "Vendor")

AND:

SASKATCHEWAN HOUSING CORPORATION

(the "Purchaser")

WHEREAS the Purchaser desires to purchase from the Vendor the real property described in Schedule "A" attached hereto and all buildings and structures located thereon (collectively, the "Lands") and the Vendor desires to sell the Lands to the Purchaser on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the premises and the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE

Subject to and on the terms and conditions herein set forth, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser hereby agrees to purchase and accept from the Vendor, the Lands. The execution of this Agreement by the Purchaser and the Vendor shall give rise to a binding agreement of purchase and sale of the Lands between the Purchaser and the Vendor on the terms and conditions set forth herein.

2. PURCHASE PRICE

(a) In this Article 2:

- (i) "Cash Purchase Price" means the sum of [REDACTED]
- (ii) "Credit Bid Amount" means all liabilities and obligations owing by the Lighthouse to the Purchaser as at closing respecting the SHC Loan which are secured by the SHC Mortgage; namely, [REDACTED];
- (iii) "Purchase Price" means the aggregate of the Cash Purchase Price and the Credit Bid Amount; and

- (iv) **“SHC Loan”** means that loan or loans advanced by the Purchaser to The Lighthouse Supported Living Inc. (the **“Lighthouse”**) which is secured by the mortgage registered against title to certain of the Lands as Interest Register #119478785 (the **“SHC Mortgage”**).
- (b) The Purchase Price shall be payable as follows:
 - (i) [REDACTED] (the **“Deposit”**) has been paid to the Vendor which shall be held in trust by the Vendor and applied to the Purchase Price on the Closing Date or otherwise dealt with as contemplated herein;
 - (ii) the portion of the Purchase Price comprising the Credit Bid Amount shall be satisfied by set-off against the obligations owed by the Lighthouse to SHC pursuant to the SHC Loan, in the amount of the Credit Bid Amount, on the Closing Date; and
 - (iii) The balance of the Cash Purchase Price, as adjusted, shall be payable on the Closing Date.

3. **ADJUSTMENTS**

On Closing, adjustments will be made with respect to rentals received, real estate taxes, operating costs, local improvement charges, accounts payable, prepaid rent and other amounts, if any, prepaid by tenants in the nature of accounts of tenants for property taxes, utilities and operating costs, deposits, utilities and any other expenses and other items customarily adjusted between a vendor and a purchaser of commercial real estate in the Province of Saskatchewan. There will be no adjustments for accounts receivable except that if the Purchaser receives monies from a tenant who was in arrears at Closing, those monies shall be paid to the Vendor to the extent of the arrears.

4. **CLOSING DATE AND CLOSING DELIVERIES**

- (a) The closing of the sale and purchase contemplated by this Agreement (the **“Closing”**) shall be **January 5, 2024** (the **“Closing Date”**), or such earlier date as may be agreed upon by the parties. Assuming that the Vendor is in receipt of the complete Purchase Price, the Purchaser shall have possession of the Lands at 12:00 o'clock noon, Saskatchewan time, on the Closing Date.
- (b) On or before the Closing Date, the Vendor shall cause its solicitors, MLT Aikins LLP (Attention: Paul Olfert and Emily Barlas) (the **“Vendor's Solicitors”**) to deliver to MLT Aikins LLP (Attention: Ahmed Malik) (the **“Purchaser's Solicitors”**), on reasonable trust conditions mutually acceptable to both the Vendor's Solicitors and the Purchaser's Solicitors, acting reasonably, the following:

- (i) a copy of a Sale Approval and Vesting Order (the "SAVO") of the Court of King's Bench for Saskatchewan (the "Court"), transferring title to the Lands to the Purchaser on substantially the terms set out in the Saskatchewan Template Sale Approval and Vesting Order;
- (ii) a duly executed Receiver's Certificate as contemplated in the SAVO;
- (iii) statement of adjustments;
- (iv) if and to the extent that any are in the Vendor's possession or reasonable control, copies of any leases or contracts, and any other relevant books and records, pertaining to the Lands;
- (v) if and to the extent that any are in the Vendor's possession or reasonable control, all keys, masters, access codes, and access cards to any buildings located on the Lands;
- (vi) such other documents as the Purchaser or its solicitors may reasonably require to give effect to the intent of this Agreement.

All documents referred to above shall be in a form and substance satisfactory to the Purchaser and Vendor, each acting reasonably and in good faith, provided that none of the documents referred to above shall contain covenants, representations or warranties that are in addition to or more onerous upon either the Vendor or the Purchaser than those expressly set forth in the Agreement.

- (c) On or before the Closing Date, the Purchaser shall cause the Purchaser's Solicitors to deliver to the Vendor's Solicitors, in accordance with the trust conditions described in Subsection 4(b) the following:
 - (i) a certificate from the Purchaser confirming that the Purchaser is a registrant for GST purposes under the *Excise Tax Act* (Canada) as at the Closing Date, and setting out the registration number of the Purchaser for GST purposes, which, if correct, shall be conclusive of such GST registration and shall preclude the Vendor from collection of GST on Closing;
 - (ii) the Cash Purchase Price, subject to adjustment as set forth herein, by way of wire transfer, solicitor's trust cheque, bank draft or certified cheque or as otherwise directed by the Vendor;
 - (iii) confirmation in a form satisfactory to the Vendor that the Purchaser has set off and applied all amounts of the SHC Loan or secured by the SHC Mortgage toward the Purchase Price, such that all obligations formerly owed by the Lighthouse to the Purchaser in respect of the Lands are satisfied; and

- (iv) such other documents as the Vendor or the Vendor's Solicitors may reasonably require to give effect to the intent of this Agreement.

All documents referred to above shall be in a form and substance satisfactory to the Purchaser and Vendor, each acting reasonably and in good faith, provided that none of the documents referred to above shall contain covenants, representations or warranties that are in addition to or more onerous upon either the Vendor or the Purchaser than those expressly set forth in the Agreement.

- (d) All documents and money described in Subsections 4(b) and 4(c) shall be delivered in escrow at the place of Closing on or before the Closing Date. It is a condition of Closing that all matters of payment execution and delivery of documents by each party to the other, the registration (or submission for registration) of the appropriate documents in the appropriate offices of public record as hereinafter provided, and the fulfilment of all other conditions of Closing provided for herein, shall be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the Closing until everything required as a condition precedent at the Closing has been paid, executed, delivered and satisfied.

5. AS-IS

- (a) The Purchaser acknowledges that the Vendor is selling pursuant to the Receivership Order granted by the Saskatchewan Court of King's Bench (the "Court") dated April 13, 2023 (the "Order") and will accept title pursuant to the operation thereof.
- (b) This agreement is made without representation, warranty, or condition with respect to the fitness, condition, zoning or lawful use of the Lands. The Purchaser will accept the Lands "as is", "where is" on the Closing Date without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal, or any other governmental by-laws, agreements, restrictions, or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, or covenants which run with the Lands. Without limiting the generality of the foregoing, the Purchaser acknowledges that neither the Vendor, nor any agent of the Vendor, has made or is making any representation or warranty with respect to compliance of the Lands with any environmental laws or regulations whether federal, provincial or municipal.

The Purchaser acknowledges and agrees that it has relied entirely upon its own examination, inspection and investigation with respect to the title matters, quantity, quality, fitness for purpose, condition (environmental or otherwise), and value of the Lands.

Without limiting the generality of the foregoing, the Purchaser agrees that the Vendor shall not be responsible for any defects, including any latent defects, which may have existed on the date of possession. In particular, the Purchaser acknowledges and agrees that the Vendor is not and shall not be liable for any claims, causes of action or damage, including any personal injury, that may arise as a result of the physical state of the Lands.

- (c) The Purchaser accepts any and all encroachments on or over the Lands, and all encroachments by the Lands over any other lands or interests in land including, without limitation, easements and utility rights-of-way, and shall not hold the Vendor responsible with respect to same. The Purchaser hereby accepts the Lands and the fact that they may not comply with the applicable zoning by-laws.
- (d) The Vendor has no knowledge and makes no representation whatsoever as to whether the Lands have been insulated with urea formaldehyde foam insulation or whether the Lands contain any other substances, liquids, gases, or materials which may be hazardous or toxic.
- (e) The Vendor is selling only such interest as the Lighthouse may have in the fixtures and chattels referred to in this Agreement and/or located on the Lands and does not warrant title thereto. On the Closing Date, the Purchaser may have possession of the fixtures and chattels then on or about the Lands "as is". A bill of sale, warranty, or other title documentation will not be provided by the Vendor and there will be no adjustment or abatement of any kind to the purchase price with respect to fixtures and chattels.
- (f) The Vendor makes no representation whatsoever with reference to the tenancy or occupancy of the Lands and the Vendor will transfer possession subject to such tenancies and occupancies as may exist as at the Closing Date.
- (g) The Purchaser agrees to assume all tenancies as may exist as at the Closing Date. The Vendor shall, on or before the Closing Date, provide the Purchaser with any documentation relating to those tenancies which it has in its possession, but shall not be required to provide any documentation signed by any tenant confirming the status of the tenancy. Adjustments shall be for current rentals and prepaid rents which have been actually received by the Vendor. All payments must have cleared the banking system.
- (h) The Purchaser acknowledges that there shall be no adjustment for any arrears of rents. The Vendor shall be responsible for any arrears and remain entitled to any rental arrears and the Purchaser shall assist the Vendor in recovering all monies owing to it.

6. **CONDITIONS PRECEDENT**

- (a) The obligation of the Purchaser to complete the purchase of the Lands as set forth in this Agreement shall be subject to the following conditions (the "**Purchaser's**

Conditions”) being satisfied or waived, on or before Thursday, November 30, 2023:

- (i) the Purchaser being satisfied, in its sole discretion, with its due diligence of the Lands, including without limitation, with respect to environmental, structural, zoning and compliance, and any other matters that would customarily be considered by a prudent purchaser during the course of its due diligence process; and
 - (ii) the Purchaser being satisfied with its review of all material contracts, including without limitation all leases and tenancy agreements, in respect of the Lands.
- (b) The Purchaser’s Conditions are for the sole and exclusive benefit of the Purchaser. The Purchaser may indicate satisfaction or waive compliance with the Purchaser's Conditions by written notice to the Vendor at the Purchaser 's sole and absolute discretion. If the Purchaser's Conditions are not satisfied or waived in full by the Purchaser in writing to the Vendor on or before the deadline set out in subsection 6(a) for the removal of such Purchaser's Conditions, this Agreement shall be deemed to be terminated by the Purchaser on the last day of the period for the removal of such Purchaser's Conditions, unless terminated sooner in writing by the Purchaser. If this Agreement is terminated as aforesaid, then the following shall occur:
- (i) the Deposit will be returned to the Purchaser;
 - (ii) this Agreement shall be null and void and of no further force or effect whatsoever; and
 - (iii) the Vendor and Purchaser shall mutually be released from all of their respective liabilities and obligations as contained in this Agreement.
- (c) The obligation of the Vendor to complete the sale of the Lands as set forth in this Agreement shall be subject to the following condition (the “**Vendor's Condition**”) being satisfied or waived, namely, that the Vendor has obtained the SAVO, in a form satisfactory to the Vendor, on or before Friday, December 22, 2023.
- (d) The Vendor's Condition is for the sole and exclusive benefit of the Vendor. The Vendor may indicate satisfaction or waive compliance with the Vendor's Condition by written notice to the Purchaser at the Vendor's sole and absolute discretion. If the Vendor's Condition is not satisfied or waived by the Vendor in writing to the Purchaser on or before the deadline set out in subsection 6(c) for the removal of such Vendor's Condition, this Agreement shall be deemed to be terminated by the Vendor on the last day of the period for the removal of such Vendor's Condition, unless terminated sooner in writing by the Vendor. If this Agreement is terminated as aforesaid, then the following shall occur:
- (iv) the Deposit will be returned to the Purchaser;

- (v) this Agreement shall be null and void and of no further force or effect whatsoever; and
- (vi) the Vendor and Purchaser shall mutually be released from all of their respective liabilities and obligations as contained in this Agreement.

7. REPRESENTATIONS AND WARRANTIES

- (a) The Vendor represents and warrants to the Purchaser that as of the date of this Agreement and on the Closing Date a follows and not further or otherwise:
 - (i) The Vendor has the power, authority and capacity to enter into this Agreement and to carry out its terms;
 - (ii) The Vendor is not now (nor will be within sixty (60) days after the Closing Date) a non-resident of Canada within the meaning of the *Income Tax Act* of Canada; and
 - (iii) The Vendor is not the agent or trustee for anyone with an interest in the Lands who is (or will be within sixty (60) days after the Closing Date) a non-resident of Canada within the meaning of the *Income Tax Act* of Canada;
- (b) The Purchaser represents to the Vendor that as of the date of this Agreement and on the Closing Date as follows and not further or otherwise:
 - (i) The Purchaser has the power, authority and capacity to enter into this Agreement and to carry out its terms;
 - (ii) The Purchaser is duly registered as a registrant under the *Excise Tax Act* (Canada) for the purposes of GST and its GST number is _____; and
 - (iii) The Purchaser intends, as of the Closing Date, to arrange for the continuation of all or substantially all of the services currently provided by the Vendor to the residents of the Lands.
- (c) The Purchaser acknowledges that in purchasing the Lands it is relying solely on its own investigations and due diligence and that it is purchasing the Lands on a strictly "as-is" basis. The Vendor makes no representations or warranties whatsoever respecting the Lands, their condition, or their fitness for any use or purpose.
- (d) The representations and warranties contained in Subsections 7(a) and 7(b) shall survive the completion of the transaction of purchase and sale contemplated by this Agreement and shall continue in full force and effect for the benefit of the Purchaser and the Vendor for a period of twelve months after the Closing Date.

8. GOODS AND SERVICES TAX

The Purchaser shall be liable for and shall indemnify and hold the Vendor harmless from any liability relating to GST which may be payable in respect of this transaction. The Purchaser agrees to self-assess, remit the GST directly to the Receiver General and timely comply with all filing and payment obligations referred to in Section 228(4) of the *Excise Tax Act* (Canada).

9. ASSIGNMENT

The Purchaser may assign its interest in this Agreement in which case it shall provide to the Vendor notice of such assignment accompanied by the covenant of the assignee assuming the obligations of the Purchaser hereunder. Provided however, that no such assignment shall operate to release the Purchaser from its obligations under this Agreement.

10. INTEREST

Except as otherwise expressed herein to the contrary, all amounts which shall be owing pursuant to this Agreement and not paid when due, shall bear interest, both before and after demand, judgment and default, at eight percent (8%) per annum, calculated daily and compounded semi-annually.

11. PERMITTED ENCUMBRANCES

The Purchaser hereby agrees to accept title subject to:

- (a) all utility easements and restrictive covenants, which are normally found registered against property of this nature and which neither affect the saleability of the Property nor restrict or prohibit the Purchasers' intended use of the Property; and
- (b) without limiting the generality of the foregoing, the following encumbrances:
 - (i) CNV Common Law Easement in favour of "The Current Dominant Tenement", registered against title to the Lands as Interest Register #111925931; and
 - (ii) Mortgage in favour of Saskatchewan Housing Corporation, registered against title to the Independent Tower (as hereinafter defined) as Interest Register #119478785.

12. ALLOCATION OF PURCHASE PRICE

The Vendor and the Purchaser agree to allocate the Purchase Price as follows:

- (a) Independent Tower (as hereinafter defined) - [REDACTED]; and
- (b) Supported Tower (as hereinafter defined) - [REDACTED]

13. VENDOR'S CAPACITY

The Purchaser acknowledges and agrees that the Vendor, acting in its capacity as the Court-appointed Receiver of the Lighthouse in proceedings before the Court of King's Bench for Saskatchewan, file KBG-SA-00204-2023, will have no liability in connection with this agreement whatsoever in its personal or corporate capacity or otherwise.

14. DEPOSIT

The Deposit shall be dealt with as follows:

- (a) if the Vendor's Condition is not satisfied or waived, the Deposit shall forthwith be returned to the Purchaser;
- (b) if this transaction is completed as contemplated herein, the Deposit shall be credited on account of the Cash Purchase Price;
- (c) if the Vendor's Condition is satisfied or waived as provided in this Agreement by the date specified herein and the Purchaser thereafter fails to complete the purchase of the Lands in accordance herewith, the Deposit shall be paid to the Vendor upon demand by the Vendor, and the money so paid to the Vendor will be absolutely forfeited to the Vendor, without prejudice to any other rights and remedies which the Vendor may have at law or in equity, as a result of such default by the Purchaser; or
- (d) if the Vendor's Condition is satisfied or waived as provided in this Agreement by the date specified herein and if the Vendor thereafter fails to complete the sale of the Lands in accordance herewith, the Deposit shall forthwith be refunded to the Purchaser upon demand by the Purchaser, without prejudice to any other rights and remedies which the Purchasers may have at law or in equity, as a result of such default by the Vendor.

15. NOTICE

Whenever tender of monies, conveyances and any other documentation herein is called for or required to be made or any notice, demand or request is required to be given by either party to the other, such tender, notice, demand or request may be given by personal delivery to or by prepaid registered mail addressed to the addresses stated below, and if given by mail as aforesaid, shall be deemed to have been made or given on the third business day following the date of mailing by registered mail:

- (a) to the Vendor at:

MNP Ltd.
800 – 119 4th Avenue S
Saskatoon, SK S7K 5XN

Attention: Eric Sirrs / Chelene Riendeau
eric.sirrs@mnp.ca / chelene.riendeau@mnp.ca

With a copy to:

MLT Aikins LLP
1201 – 409 3rd Ave S
Saskatoon, SK S7K 5R5

Attention: Paul Olfert / Emily Barlas
polfert@mltaikins.com / ebarlas@mltaikins.com

(b) to the Purchaser at: Saskatchewan Housing Corporation
11th Floor, 1920 Broad Street
Regina, SK S4P 3V6

Attention: Kim Hornung
E-mail: Kim.Hornung@gov.sk.ca

With a copy to: MLT Aikins LLP
1500 – 1874 Scarth Street
Regina, SK S4P 4E9

Attention: Ahmed Malik
amalik@mltaikins.com

Provided further that in the event such tender, notice or request is made or given by mail, as aforesaid, at a time when there is any interruption of mail service affecting the delivery of such mail, then tender, notice, demand or request shall not be deemed to have been made or given until one week after the date on which normal mail service is restored and provided further that such addresses may be changed by each party respectively upon five (5) days' notice to the other.

16. SASKATCHEWAN LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

17. SCHEDULES

All Schedules attached to this Agreement (if applicable) shall form a part hereof.

18. WAIVER

A waiver by either party of the strict performance by the other of any covenant or provisions of this Agreement shall not constitute waiver of any subsequent breach of any such covenant or provision, or of any other covenants, provisions or terms of this Agreement.

19. **WAIVER OF LEGISLATION**

The Purchaser hereby waives the provisions of *The Limitation of Civil Rights Act* (Saskatchewan) and agrees that the provisions of *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application with respect to any action with respect to this Agreement.

20. **NON-MERGER**

The provisions hereof shall survive the registration of all conveyances and shall not merge therein or therewith.

21. **SEVERABILITY**

If any provision of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances, if any, shall be unaffected thereby and shall be enforced to the greatest extent permitted by law.

22. **AMENDMENTS**

No modification, waiver, amendment or discharge of this Agreement shall be valid against the Purchaser unless the same is in writing and signed by the Vendor and the Purchaser.

23. **ENUREMENT**

The Agreement shall enure to the benefit of and be binding upon the parties hereto together with their respective heirs, executors, administrators, successors and assigns.

24. **COUNTERPARTS**

This Agreement may be executed and delivered in counterparts and may be delivered by facsimile or other means of electronic communication producing a printed copy, each of which, when so executed and delivered, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the Effective Date.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SASKATCHEWAN HOUSING CORPORATION

Per: Gene Michaud



Gene Michaud
Louise Michaud, President & CEO
Saskatchewan Housing Corporation
(I/We have the authority to bind the Vendor)

Roger Parenteau

Roger Parenteau
Roger Parenteau, Executive Director
Saskatchewan Housing Corporation
(I/We have the authority to bind the Vendor)

**MNP LTD., in its capacity as Court-appointed
Interim Receiver of THE LIGHTHOUSE
SUPPORTED LIVING INC., and not in its
personal or corporate capacity**

Per: _____

Chelene Riendeau, CIRP LIT
Vice President
(I/We have the authority to bind the Vendor)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SASKATCHEWAN HOUSING CORPORATION

Per: Gene Michaud



Gene Michaud, President & CEO
Saskatchewan Housing Corporation
(I/We have the authority to bind the Vendor)

Roger Parenteau

Roger Parenteau, Executive Director
Saskatchewan Housing Corporation
(I/We have the authority to bind the Vendor)

**MNP LTD., in its capacity as Court-appointed
Interim Receiver of THE LIGHTHOUSE
SUPPORTED LIVING INC., and not in its
personal or corporate capacity**

Per: Chelene Riendeau

Chelene Riendeau, CIRP-LIT
Vice President
(I/We have the authority to bind the Vendor)

SCHEDULE "A"

Description of Lands

Civic Address:	227 – 20 th Street East, Saskatoon, SK ("Independent Tower")
Legal Description:	Surface Parcel #120949083, Lot 41A Blk/Par 153 Plan No 99SA35105 Extension 0
Civic Address:	304 – 2 nd Avenue South, Saskatoon, SK ("Supported Tower")
Legal Description:	Surface Parcel #120949094, Lot 41B Blk/Par 153 Plan No 99SA35105 Extension 0

RECEIVER'S FOURTH REPORT TO COURT

SCHEDULE 2

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 1 day of Dec, 2023 (the “**Effective Date**”),

BETWEEN:

MNP LTD., in its capacity as Court-appointed Receiver of **THE LIGHTHOUSE SUPPORTED LIVING INC.** and not in its personal or corporate capacity

(the “**Vendor**”)

AND:

[REDACTED]

(the “**Purchaser**”)

WHEREAS the Purchaser desires to purchase from the Vendor the real property described in Schedule “A” attached hereto and all buildings and structures located thereon (collectively, the “**Lands**”) and the Vendor desires to sell the Lands to the Purchaser on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the premises and the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE

Subject to and on the terms and conditions herein set forth, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser hereby agrees to purchase and accept from the Vendor, the Lands. The execution of this Agreement by the Purchaser and the Vendor shall give rise to a binding agreement of purchase and sale of the Lands between the Purchaser and the Vendor on the terms and conditions set forth herein.

2. PURCHASE PRICE

The total purchase price (the “**Purchase Price**”) for the Lands shall be [REDACTED] plus GST, payable as follows:

- (a) [REDACTED] (the “**Deposit**”) has been paid to the Vendor, which shall be held in trust by the Vendor and applied to the Purchase Price on the Closing Date or otherwise dealt with as contemplated herein;
- (b) Assumption by the Purchaser of the outstanding amounts, as of the Closing date, owing with respect to the mortgage held by Saskatchewan Housing Corporation (“**SHC**”) registered against the title to the Lands, as evidenced by interest register #123585756, in the aggregate amount of [REDACTED]; and

- (c) The balance of the Purchase Price, as adjusted, shall be payable on the Closing Date.

3. ADJUSTMENTS

On Closing, adjustments will be made with respect to rentals received, real estate taxes, operating costs, local improvement charges, accounts payable, prepaid rent and other amounts, if any, prepaid by tenants in the nature of accounts of tenants for property taxes, utilities and operating costs, deposits, utilities and any other expenses and other items customarily adjusted between a vendor and a purchaser of commercial real estate in the Province of Saskatchewan. There will be no adjustments for accounts receivable except that if the Purchaser receives monies from a tenant who was in arrears at Closing, those monies shall be paid to the Vendor to the extent of the arrears. Adjustments will also be made with respect to the improvements completed by the Purchaser, including (1) central vac; (2) replacement blinds; and (3) replacement stove, in the amount of \$2,126.10, to be paid to the Purchaser on Closing.

4. CLOSING DATE AND CLOSING DELIVERIES

- (a) The closing of the sale and purchase contemplated by this Agreement (the “**Closing**”) shall be January 5, 2024 (the “**Closing Date**”), or such earlier date as may be agreed upon by the parties. Assuming that the Vendor is in receipt of the complete Purchase Price, the Purchaser shall have possession of the Lands at 12:00 o'clock noon, Saskatchewan time, on the Closing Date.
- (b) On or before the Closing Date, the Vendor shall cause its solicitors, MLT Aikins LLP (the “**Vendor's Solicitors**”) to deliver to McKercher LLP (the “**Purchaser's Solicitors**”), on reasonable trust conditions mutually acceptable to both the Vendor's Solicitors and the Purchaser's Solicitors, acting reasonably, the following:
 - (i) a copy of a Sale Approval and Vesting Order (the “**SAVO**”) of the Court of King’s Bench for Saskatchewan (the “**Court**”), transferring title to the Lands to the Purchaser on substantially the terms set out in the Saskatchewan Template Sale Approval and Vesting Order;
 - (ii) a duly executed Receiver's Certificate as contemplated in the SAVO;
 - (iii) statement of adjustments;
 - (iv) if and to the extent that any are in the Vendor’s possession, copies of any leases or contracts pertaining to the Lands;
 - (v) if and to the extent that any are in the Vendor’s possession, all keys and masters to any buildings located on the Lands;
 - (vi) such other documents as the Purchaser or its solicitors may reasonably require to give effect to the intent of this Agreement.

All documents referred to above shall be in a form and substance satisfactory to the Purchaser and Vendor, each acting reasonably and in good faith, provided that none of the documents referred to above shall contain covenants, representations or warranties that are in addition to or more onerous upon either the Vendor or the Purchaser than those expressly set forth in the Agreement.

- (c) On or before the Closing Date, the Purchaser shall cause the Purchaser's Solicitors to deliver to the Vendor's Solicitors, in accordance with the trust conditions described in Subsection 5(b) the following:
- (i) the Purchase Price, subject to adjustment as set forth herein, by way of wire transfer, solicitor's trust cheque, bank draft or certified cheque or as otherwise directed by the Vendor;
 - (ii) confirmation in a form satisfactory to the Vendor that the Purchaser has assumed all obligations formerly owed by The Lighthouse Supported Living Inc. (the "**Lighthouse**") to SHC in respect of the Lands, and that SHC releases the Lighthouse and the Vendor from all such obligations; and
 - (iii) such other documents as the Vendor or the Vendor's Solicitors may reasonably require to give effect to the intent of this Agreement.

All documents referred to above shall be in a form and substance satisfactory to the Purchaser and Vendor, each acting reasonably and in good faith, provided that none of the documents referred to above shall contain covenants, representations or warranties that are in addition to or more onerous upon either the Vendor or the Purchaser than those expressly set forth in the Agreement.

- (d) All documents and money described in Subsections 4(b) and 4(c) shall be delivered in escrow at the place of Closing on or before the Closing Date. It is a condition of Closing that all matters of payment execution and delivery of documents by each party to the other, the registration (or submission for registration) of the appropriate documents in the appropriate offices of public record as hereinafter provided, and the fulfilment of all other conditions of Closing provided for herein, shall be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the Closing until everything required as a condition precedent at the Closing has been paid, executed, delivered and satisfied.

5. AS-IS

- (a) The Purchaser acknowledges that the Vendor is selling pursuant to the Receivership Order granted by the Saskatchewan Court of King's Bench (the "**Court**") dated April 13, 2023 (the "**Order**") and will accept title pursuant to the operation thereof.
- (b) This agreement is made without representation, warranty, or condition with respect to the fitness, condition, zoning or lawful use of the Lands. The Purchaser will accept the Lands "as is", "where is" on the Closing Date without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or

otherwise) and subject to any judicial, municipal, or any other governmental by-laws, agreements, restrictions, or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, or covenants which run with the Lands. Without limiting the generality of the foregoing, the Purchaser acknowledges that neither the Vendor, nor any agent of the Vendor, has made or is making any representation or warranty with respect to compliance of the Lands with any environmental laws or regulations whether federal, provincial or municipal.

The Purchaser acknowledges and agrees that it has relied entirely upon its own examination, inspection and investigation with respect to the title matters, quantity, quality, fitness for purpose, condition (environmental or otherwise), and value of the Lands.

Without limiting the generality of the foregoing, the Purchaser agrees that the Vendor shall not be responsible for any defects, including any latent defects, which may have existed on the date of possession. In particular, the Purchaser acknowledges and agrees that the Vendor is not and shall not be liable for any claims, causes of action or damage, including any personal injury, that may arise as a result of the physical state of the Lands.

- (c) The Purchaser accepts any and all encroachments on or over the Lands, and all encroachments by the Lands over any other lands or interests in land including, without limitation, easements and utility rights-of-way, and shall not hold the Vendor responsible with respect to same. The Purchaser hereby accepts the Lands and the fact that they may not comply with the applicable zoning by-laws.
- (d) The Vendor has no knowledge and makes no representation whatsoever as to whether the Lands have been insulated with urea formaldehyde foam insulation or whether the Lands contain any other substances, liquids, gases, or materials which may be hazardous or toxic.
- (e) The Vendor is selling only such interest as it may have in the fixtures and chattels referred to in this Agreement and/or located on the Lands and does not warrant title thereto. On the Closing Date, the Purchaser may have possession of the fixtures and chattels then on or about the Lands "as is". A bill of sale, warranty, or other title documentation will not be provided by the Vendor and there will be no adjustment or abatement of any kind to the purchase price with respect to fixtures and chattels.
- (f) The Vendor makes no representation whatsoever with reference to the tenancy or occupancy of the Lands and the Vendor will transfer possession subject to such tenancies and occupancies as may exist as at the Closing Date.
- (g) The Purchaser agrees to assume all tenancies as may exist as at the Closing Date. The Vendor shall, on or before the Closing Date, provide the Purchaser with any

documentation relating to those tenancies which it has in its possession, but shall not be required to provide any documentation signed by any tenant confirming the status of the tenancy. Adjustments shall be for current rentals and prepaid rents which have been actually received by the Vendor. All payments must have cleared the banking system.

- (h) The Purchaser acknowledges that there shall be no adjustment for any arrears of rents. The Vendor shall be responsible for any arrears and remain entitled to any rental arrears and the Purchaser shall assist the Vendor in recovering all monies owing to it.

6. TRANSFER

The Vendor agrees to transfer and/or cause title of the Lands to be issued in the name of the Purchaser or its designate free and clear of all mortgages and encumbrances, including the mortgage which is referenced in Section 2(b) of this Agreement, to be prepared by the Vendor's solicitor at the Vendor's expense. The Vendor shall provide the Purchaser with a copy of the registered title.

7. CONDITIONS PRECEDENT

- (a) The obligation of the Vendor to complete the sale of the Lands as set forth in this Agreement shall be subject to the following condition (the "**Vendor's Condition**") being satisfied or waived, namely, that the Vendor has obtained the SAVO, in a form satisfactory to the Vendor, within sixty (60) days from the date of this Agreement.
- (b) The Vendor's Condition is for the sole and exclusive benefit of the Vendor. The Vendor may indicate satisfaction or waive compliance with the Vendor's Condition by written notice to the Purchaser at the Vendor's sole and absolute discretion. If the Vendor's Condition is not satisfied or waived by the Vendor in writing to the Purchaser on or before the deadline set out in Subsection 7(a) for the removal of such Vendor's Condition, this Agreement shall be deemed to be terminated by the Vendor on the last day of the period for the removal of such Vendor's Condition, unless terminated sooner in writing by the Vendor. If this Agreement is terminated as aforesaid, then the following shall occur:
 - (i) the Deposit will be returned to the Purchaser;
 - (ii) this Agreement shall be null and void and of no further force or effect whatsoever; and
 - (iii) the Vendor and Purchaser shall mutually be released from all of their respective liabilities and obligations as contained in this Agreement.

8. REPRESENTATIONS AND WARRANTIES

- (a) The Vendor represents and warrants to the Purchaser that as of the date of this Agreement and on the Closing Date a follows and not further or otherwise:
 - (i) The Vendor has the power, authority and capacity to enter into this Agreement and to carry out its terms;
 - (ii) The Vendor is not now (nor will be within sixty (60) days after the Closing Date) a non-resident of Canada within the meaning of the *Income Tax Act* of Canada; and
 - (iii) The Vendor is not the agent or trustee for anyone with an interest in the Lands who is (or will be within sixty (60) days after the Closing Date) a non-resident of Canada within the meaning of the *Income Tax Act* of Canada;
- (b) The Purchaser represents to the Vendor that as of the date of this Agreement and on the Closing Date as follows and not further or otherwise:
 - (i) The Purchaser has the power, authority and capacity to enter into this Agreement and to carry out its terms.
- (c) The Purchaser acknowledges that in purchasing the Lands it is relying solely on its own investigations and due diligence and that it is purchasing the Lands on a strictly “as-is” basis. The Vendor makes no representations or warranties whatsoever respecting the Lands, their condition, or their fitness for any use or purpose.
- (d) The representations and warranties contained in Subsections 8(a) and 8(b) shall survive the completion of the transaction of purchase and sale contemplated by this Agreement and shall continue in full force and effect for the benefit of the Purchaser and the Vendor for a period of twelve months after the Closing Date.

9. **GOODS AND SERVICES TAX**

The Purchaser shall be liable for and shall indemnify and hold the Vendor harmless from any liability relating to GST which may be payable in respect of this transaction.

10. **ASSIGNMENT**

The Purchaser may assign its interest in this Agreement in which case it shall provide to the Vendor notice of such assignment accompanied by the covenant of the assignee assuming the obligations of the Purchaser hereunder. Provided however, that no such assignment shall operate to release the Purchaser from its obligations under this Agreement.

11. **INTEREST**

Except as otherwise expressed herein to the contrary, all amounts which shall be owing pursuant to this Agreement and not paid when due, shall bear interest, both before and after demand, judgment and default, at eight percent (8%) per annum, calculated daily and compounded semi-annually.

12. **NOTICE**

Whenever tender of monies, conveyances and any other documentation herein is called for or required to be made or any notice, demand or request is required to be given by either party to the other, such tender, notice, demand or request may be given by personal delivery to or by prepaid registered mail addressed to the addresses stated below, and if given by mail as aforesaid, shall be deemed to have been made or given on the third business day following the date of mailing by registered mail:

(a) to the Vendor at:

MNP Ltd.
800 – 119 4th Avenue S
Saskatoon, SK S7K 5XN

Attention: Eric Sirrs / Chelene Riendeau
eric.sirrs@mnp.ca / chelene.riendeau@mnp.ca

With a copy to:

MLT Aikins LLP
1201 – 409 3rd Ave S
Saskatoon, SK S7K 5R5

Attention: Paul Olfert / Emily Barlas
polfert@mltaikins.com / ebarlas@mltaikins.com

(b) to the Purchaser at:


Saskatoon, SK S7K 1N7

Attention: 

[REDACTED]

With a copy to:

McKercher LLP
374 3rd Avenue South
Saskatoon, SK S7K 1M5

Attention: Alexandra (Barlas) Laidlaw
a.laidlaw@mckercher.ca

Provided further that in the event such tender, notice or request is made or given by mail, as aforesaid, at a time when there is any interruption of mail service affecting the delivery of such mail, then tender, notice, demand or request shall not be deemed to have been made or given until one week after the date on which normal mail service is restored and provided further that such addresses may be changed by each party respectively upon five (5) days' notice to the other.

13. **FURTHER ASSURANCES**

Each of the parties shall at all times and from time to time and on reasonable request do, execute and deliver all further assurances, acts and documents and take such other action as may be reasonably necessary to carry out their obligations under this agreement.

14. **SASKATCHEWAN LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

15. **SCHEDULES**

All Schedules attached to this Agreement (if applicable) shall form a part hereof.

16. **WAIVER**

A waiver by either party of the strict performance by the other of any covenant or provisions of this Agreement shall not constitute waiver of any subsequent breach of any such covenant or provision, or of any other covenants, provisions or terms of this Agreement.

17. **WAIVER OF LEGISLATION**

The Purchaser hereby waives the provisions of *The Limitation of Civil Rights Act* (Saskatchewan) and agrees that the provisions of *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application with respect to any action with respect to this Agreement.

18. **NON-MERGER**

The provisions hereof shall survive the registration of all conveyances and shall not merge therein or therewith.

19. **SEVERABILITY**

If any provision of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances, if any, shall be unaffected thereby and shall be enforced to the greatest extent permitted by law.

20. **AMENDMENTS**

No modification, waiver, amendment or discharge of this Agreement shall be valid against the Purchaser unless the same is in writing and signed by the Vendor and the Purchaser.

21. **ENUREMENT**

The Agreement shall enure to the benefit of and be binding upon the parties hereto together with their respective heirs, executors, administrators, successors and assigns.

22. **EXECUTION FOR THE LIGHTHOUSE SUPPORTED LIVING INC.**

The Purchaser hereby expressly acknowledges and agrees that MNP Ltd. is executing this Agreement solely and exclusively in its capacity as Court-appointed Receiver of The Lighthouse Supported Living Inc., and not in its personal or corporate capacity and that, as such, MNP Ltd. shall have no liability under this Agreement of any kind whatsoever except in its capacity as Court-appointed Receiver of The Lighthouse Supported Living Inc.


23. **COUNTERPARTS**

This Agreement may be executed and delivered in counterparts and may be delivered by facsimile or other means of electronic communication producing a printed copy, each of which, when so executed and delivered, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the Effective Date.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[REDACTED]

Per: 
[REDACTED] Executive Director
(I/We have the authority to bind the Purchaser)

MNP LTD., in its capacity as Court-appointed Interim Receiver of THE LIGHTHOUSE SUPPORTED LIVING INC., and not in its personal or corporate capacity

Per: _____
Chelene Riendeau, CIRP LIT
Vice President
(I/We have the authority to bind the Vendor)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[REDACTED]

Per: _____
[REDACTED] Executive Director
(I/We have the authority to bind the
Purchaser)

**MNP LTD., in its capacity as Court-appointed
Interim Receiver of THE LIGHTHOUSE
SUPPORTED LIVING INC., and not in its
personal or corporate capacity**



Per: _____
Chelene Riendeau, CIRP LIT
Vice President
(I/We have the authority to bind the Vendor)

SCHEDULE "A"

Civic Address: ██████████ Saskatoon, SK
Legal Description Surface Parcel #119934467, Lot 1 Blk/Par 18 Plan No G234 Extension 0
Surface Parcel #119934377, Lot 2 Blk/Par 18 Plan NO G234 Extension 0

RECEIVER'S FOURTH REPORT TO COURT

SCHEDULE 3

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 04 day of December, 2023 (the “**Effective Date**”),

BETWEEN:

MNP LTD., in its capacity as Court-appointed Receiver of, **THE LIGHTHOUSE SUPPORTED LIVING INC.**, and not in its personal or corporate capacity

(the “**Vendor**”)

AND:

SANCTUM CARE GROUP INC.

(the “**Purchaser**”)

WHEREAS the Purchaser desires to purchase from the Vendor the real property described in Schedule “A” attached hereto and all buildings and structures located thereon (the “**Lands**”) and the Vendor desires to sell the Lands to the Purchaser on the terms and conditions contained in this Agreement.

NOW THEREFORE in consideration of the premises and the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE

Subject to and on the terms and conditions herein set forth, the Vendor hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser hereby agrees to purchase and accept from the Vendor, the Lands. The execution of this Agreement by the Purchaser and the Vendor shall give rise to a binding agreement of purchase and sale of the Lands between the Purchaser and the Vendor on the terms and conditions set forth herein.

2. PURCHASE PRICE

The total purchase price (the “**Purchase Price**”) for the Lands shall be [REDACTED], payable as follows:

- (a) [REDACTED] (the “**Deposit**”) has been paid to the Vendor, which shall be held in trust by the Vendor and applied to the Purchase Price on the Closing Date or otherwise dealt with as contemplated herein;
- (b) Assumption by the Purchaser of the outstanding amounts, as of the Closing date, owing with respect to the mortgage held by Saskatchewan Housing Corporation (“**SHC**”) registered against the title to the Lands, as evidenced by interest register #122494855, in the aggregate amount of [REDACTED]; and

- (c) The balance of the Purchase Price, as adjusted, shall be payable on the Closing Date.

3. **ADJUSTMENTS**

On Closing, adjustments will be made with respect to rentals received, real estate taxes, operating costs, local improvement charges, accounts payable, prepaid rent and other amounts, if any, prepaid by tenants in the nature of accounts of tenants for property taxes, utilities and operating costs, deposits, utilities and any other expenses and other items customarily adjusted between a vendor and a purchaser of commercial real estate in the Province of Saskatchewan. There will be no adjustments for accounts receivable except that if the Purchaser receives monies from a tenant who was in arrears at Closing, those monies shall be paid to the Vendor to the extent of the arrears.

4. **CLOSING DATE AND CLOSING DELIVERIES**

- (a) The closing of the sale and purchase contemplated by this Agreement (the “**Closing**”) shall be January 5, 2024 (the “**Closing Date**”), or such earlier date as may be agreed upon by the parties. Assuming that the Vendor is in receipt of the complete Purchase Price, the Purchaser shall have possession of the Lands at 12:00 o'clock noon, Saskatchewan time, on the Closing Date.
- (b) On or before the Closing Date, the Vendor shall cause its solicitors, MLT Aikins LLP (the “**Vendor's Solicitors**”) to deliver to Cuelenaere LLP (the “**Purchaser's Solicitors**”), on reasonable trust conditions mutually acceptable to both the Vendor's Solicitors and the Purchaser's Solicitors, acting reasonably, the following:
 - (i) a copy of a Sale Approval and Vesting Order (the “**SAVO**”) of the Court of King’s Bench for Saskatchewan (the “**Court**”), transferring title to the Lands to the Purchaser on substantially the terms set out in the Saskatchewan Template Sale Approval and Vesting Order;
 - (ii) a duly executed Receiver's Certificate as contemplated in the SAVO;
 - (iii) statement of adjustments;
 - (iv) if and to the extent that any are in the Vendor’s possession, copies of any leases or contracts pertaining to the Lands;
 - (v) if and to the extent that any are in the Vendor’s possession, all keys and masters to any buildings located on the Lands;
 - (vi) such other documents as the Purchaser or its solicitors may reasonably require to give effect to the intent of this Agreement.

All documents referred to above shall be in a form and substance satisfactory to the Purchaser and Vendor, each acting reasonably and in good faith, provided that none

of the documents referred to above shall contain covenants, representations or warranties that are in addition to or more onerous upon either the Vendor or the Purchaser than those expressly set forth in the Agreement.

- (c) On or before the Closing Date, the Purchaser shall cause the Purchaser's Solicitors to deliver to the Vendor's Solicitors, in accordance with the trust conditions described in Subsection 5(b) the following:
 - (i) a certificate from the Purchaser confirming that the Purchaser is a registrant for GST purposes under the *Excise Tax Act* (Canada) as at the Closing Date, and setting out the registration number of the Purchaser for GST purposes, which, if correct, shall be conclusive of such GST registration and shall preclude the Vendor from collection of GST on Closing;
 - (ii) the Purchase Price, subject to adjustment as set forth herein, by way of wire transfer, solicitor's trust cheque, bank draft or certified cheque or as otherwise directed by the Vendor;
 - (iii) confirmation in a form satisfactory to the Vendor that the Purchaser has assumed all obligations formerly owed by The Lighthouse Supported Living Inc. (the "**Lighthouse**") to SHC in respect of the Lands, and that SHC releases the Lighthouse and the Vendor from all such obligations; and
 - (iv) such other documents as the Vendor or the Vendor's Solicitors may reasonably require to give effect to the intent of this Agreement.

All documents referred to above shall be in a form and substance satisfactory to the Purchaser and Vendor, each acting reasonably and in good faith, provided that none of the documents referred to above shall contain covenants, representations or warranties that are in addition to or more onerous upon either the Vendor or the Purchaser than those expressly set forth in the Agreement.

- (d) All documents and money described in Subsections 4(b) and 4(c) shall be delivered in escrow at the place of Closing on or before the Closing Date. It is a condition of Closing that all matters of payment execution and delivery of documents by each party to the other, the registration (or submission for registration) of the appropriate documents in the appropriate offices of public record as hereinafter provided, and the fulfilment of all other conditions of Closing provided for herein, shall be deemed to be concurrent requirements and it is specifically agreed that nothing will be complete at the Closing until everything required as a condition precedent at the Closing has been paid, executed, delivered and satisfied.

5. AS-IS

- (a) The Purchaser acknowledges that the Vendor is selling pursuant to the Receivership Order granted by the Saskatchewan Court of King's Bench (the "**Court**") dated April 13, 2023 (the "**Order**") and will accept title pursuant to the operation thereof.

- (b) This agreement is made without representation, warranty, or condition with respect to the fitness, condition, zoning or lawful use of the Lands. The Purchaser will accept the Lands “as is”, “where is” on the Closing Date without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to any judicial, municipal, or any other governmental by-laws, agreements, restrictions, or orders affecting or regarding its condition or use (including deficiency and other notices, work and other orders), as well as any registered restrictions, agreements, rights of way, easements, or covenants which run with the Lands. Without limiting the generality of the foregoing, the Purchaser acknowledges that neither the Vendor, nor any agent of the Vendor, has made or is making any representation or warranty with respect to compliance of the Lands with any environmental laws or regulations whether federal, provincial or municipal.

The Purchaser acknowledges and agrees that it has relied entirely upon its own examination, inspection and investigation with respect to the title matters, quantity, quality, fitness for purpose, condition (environmental or otherwise), and value of the Lands.

Without limiting the generality of the foregoing, the Purchaser agrees that the Vendor shall not be responsible for any defects, including any latent defects, which may have existed on the date of possession. In particular, the Purchaser acknowledges and agrees that the Vendor is not and shall not be liable for any claims, causes of action or damage, including any personal injury, that may arise as a result of the physical state of the Lands.

- (c) The Purchaser accepts any and all encroachments on or over the Lands, and all encroachments by the Lands over any other lands or interests in land including, without limitation, easements and utility rights-of-way, and shall not hold the Vendor responsible with respect to same. The Purchaser hereby accepts the Lands and the fact that they may not comply with the applicable zoning by-laws.
- (d) The Vendor has no knowledge and makes no representation whatsoever as to whether the Lands have been insulated with urea formaldehyde foam insulation or whether the Lands contain any other substances, liquids, gases, or materials which may be hazardous or toxic.
- (e) The Vendor is selling only such interest as it may have in the fixtures and chattels referred to in this Agreement and/or located on the Lands and does not warrant title thereto. On the Closing Date, the Purchaser may have possession of the fixtures and chattels then on or about the Lands “as is”. A bill of sale, warranty, or other title documentation will not be provided by the Vendor and there will be no adjustment or abatement of any kind to the purchase price with respect to fixtures and chattels.

- (f) The Vendor makes no representation whatsoever with reference to the tenancy or occupancy of the Lands and the Vendor will transfer possession subject to such tenancies and occupancies as may exist as at the Closing Date.
- (g) The Purchaser agrees to assume all tenancies as may exist as at the Closing Date. The Vendor shall, on or before the Closing Date, provide the Purchaser with any documentation relating to those tenancies which it has in its possession, but shall not be required to provide any documentation signed by any tenant confirming the status of the tenancy. Adjustments shall be for current rentals and prepaid rents which have been actually received by the Vendor. All payments must have cleared the banking system.
- (h) The Purchaser acknowledges that there shall be no adjustment for any arrears of rents. The Vendor shall be responsible for any arrears and remain entitled to any rental arrears and the Purchaser shall assist the Vendor in recovering all monies owing to it.

6. **CONDITIONS PRECEDENT**

- (a) The obligation of the Vendor to complete the sale of the Lands as set forth in this Agreement shall be subject to the following condition (the “**Vendor's Condition**”) being satisfied or waived, namely, that the Vendor has obtained the SAVO, in a form satisfactory to the Vendor, within sixty (60) days from the date of this Agreement.
- (b) The Vendor's Condition is for the sole and exclusive benefit of the Vendor. The Vendor may indicate satisfaction or waive compliance with the Vendor's Condition by written notice to the Purchaser at the Vendor's sole and absolute discretion. If the Vendor's Condition is not satisfied or waived by the Vendor in writing to the Purchaser on or before the deadline set out in subsection 6(a) for the removal of such Vendor's Condition, this Agreement shall be deemed to be terminated by the Vendor on the last day of the period for the removal of such Vendor's Condition, unless terminated sooner in writing by the Vendor. If this Agreement is terminated as aforesaid, then the following shall occur:
 - (i) the Deposit will be returned to the Purchaser;
 - (ii) this Agreement shall be null and void and of no further force or effect whatsoever; and
 - (iii) the Vendor and Purchaser shall mutually be released from all of their respective liabilities and obligations as contained in this Agreement.

7. **REPRESENTATIONS AND WARRANTIES**

- (a) The Vendor represents and warrants to the Purchaser that as of the date of this Agreement and on the Closing Date a follows and not further or otherwise:

- (i) The Vendor has the power, authority and capacity to enter into this Agreement and to carry out its terms;
 - (ii) The Vendor is not now (nor will be within sixty (60) days after the Closing Date) a non-resident of Canada within the meaning of the *Income Tax Act* of Canada; and
 - (iii) The Vendor is not the agent or trustee for anyone with an interest in the Lands who is (or will be within sixty (60) days after the Closing Date) a non-resident of Canada within the meaning of the *Income Tax Act* of Canada;
- (b) The Purchaser represents to the Vendor that as of the date of this Agreement and on the Closing Date as follows and not further or otherwise:
- (i) The Purchaser has the power, authority and capacity to enter into this Agreement and to carry out its terms; and
 - (ii) The Purchaser is duly registered as a registrant under the *Excise Tax Act* (Canada) for the purposes of GST and its GST number is _____.
- (c) The Purchaser acknowledges that in purchasing the Lands it is relying solely on its own investigations and due diligence and that it is purchasing the Lands on a strictly “as-is” basis. The Vendor makes no representations or warranties whatsoever respecting the Lands, their condition, or their fitness for any use or purpose.
- (d) The representations and warranties contained in Subsections 7(a) and 7(b) shall survive the completion of the transaction of purchase and sale contemplated by this Agreement and shall continue in full force and effect for the benefit of the Purchaser and the Vendor for a period of twelve months after the Closing Date.

8. **GOODS AND SERVICES TAX**

The Purchaser shall be liable for and shall indemnify and hold the Vendor harmless from any liability relating to GST which may be payable in respect of this transaction. The Purchaser agrees to self-assess, remit the GST directly to the Receiver General and timely comply with all filing and payment obligations referred to in Section 228(4) of the *Excise Tax Act* (Canada).

9. **ASSIGNMENT**

The Purchaser may assign its interest in this Agreement in which case it shall provide to the Vendor notice of such assignment accompanied by the covenant of the assignee assuming the obligations of the Purchaser hereunder. Provided however, that no such assignment shall operate to release the Purchaser from its obligations under this Agreement.

10. **INTEREST**

Except as otherwise expressed herein to the contrary, all amounts which shall be owing pursuant to this Agreement and not paid when due, shall bear interest, both before and after demand, judgment and default, at eight percent (8%) per annum, calculated daily and compounded semi-annually.

11. **NOTICE**

Whenever tender of monies, conveyances and any other documentation herein is called for or required to be made or any notice, demand or request is required to be given by either party to the other, such tender, notice, demand or request may be given by personal delivery to or by prepaid registered mail addressed to the addresses stated below, and if given by mail as aforesaid, shall be deemed to have been made or given on the third business day following the date of mailing by registered mail:

(a) to the Vendor at:

MNP Ltd.
800 – 119 4th Avenue S
Saskatoon, SK S7K 5XN

Attention: Eric Sirrs / Chelene Riendeau
eric.sirrs@mnp.ca / chelene.riendeau@mnp.ca

With a copy to:

MLT Aikins LLP
1201 – 409 3rd Ave S
Saskatoon, SK S7K 5R5

Attention: Paul Olfert / Emily Barlas
polfert@mltaikins.com / ebarlas@mltaikins.com

(b) to the Purchaser at:

Sanctum Care Group Inc

133 Ave O South,

Saskatoon, S7M 2R5

With a copy to:

Jamie Nykolaishen

Cuelenaere LLP

Suite 200 Nexus Building, 450 2nd Ave North, Saskatoon, S7K 2C3

Provided further that in the event such tender, notice or request is made or given by mail, as aforesaid, at a time when there is any interruption of mail service affecting the delivery of such mail, then tender, notice, demand or request shall not be deemed to have been made or given until one week after the date on which normal mail service is restored and provided further that such addresses may be changed by each party respectively upon five (5) days' notice to the other.

12. SASKATCHEWAN LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

13. SCHEDULES

All Schedules attached to this Agreement (if applicable) shall form a part hereof.

14. WAIVER

A waiver by either party of the strict performance by the other of any covenant or provisions of this Agreement shall not constitute waiver of any subsequent breach of any such covenant or provision, or of any other covenants, provisions or terms of this Agreement.

15. WAIVER OF LEGISLATION

The Purchaser hereby waives the provisions of *The Limitation of Civil Rights Act* (Saskatchewan) and agrees that the provisions of *The Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application with respect to any action with respect to this Agreement.

16. NON-MERGER

The provisions hereof shall survive the registration of all conveyances and shall not merge therein or therewith.

17. SEVERABILITY

If any provision of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances, if any, shall be unaffected thereby and shall be enforced to the greatest extent permitted by law.

18. **AMENDMENTS**

No modification, waiver, amendment or discharge of this Agreement shall be valid against the Purchaser unless the same is in writing and signed by the Vendor and the Purchaser.

19. **ENUREMENT**

The Agreement shall enure to the benefit of and be binding upon the parties hereto together with their respective heirs, executors, administrators, successors and assigns.

20. **COUNTERPARTS**

This Agreement may be executed and delivered in counterparts and may be delivered by facsimile or other means of electronic communication producing a printed copy, each of which, when so executed and delivered, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the Effective Date.


[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SANCTUM CARE GROUP INC.

Per: *Katelyn Roberts*
Katelyn Roberts, Executive Director
(Print Name & Position)
(I/We have the authority to bind the
Purchaser)

**MNP LTD., in its capacity as Court-appointed
Interim Receiver of THE LIGHTHOUSE
SUPPORTED LIVING INC., and not in its
personal or corporate capacity**

Per: 
Chelene Riendeau, CIRP LIT
Vice President
(Print Name & Position)
(I/We have the authority to bind the Vendor)

SCHEDULE "A"

Civic Address: 119 Avenue O South, Saskatoon, SK
Legal Description: Surface Parcel #119856774, Lot 5 Blk/Par 32 Plan F5554 Ext 0

RECEIVER'S FOURTH REPORT TO COURT

SCHEDULE 4

Province of Saskatchewan Land Titles Registry Title

Title #: 108550357 **As of:** 08 Dec 2023 09:11:25
Title Status: Active - Locked **Last Amendment Date:** 16 Feb 2023 16:48:29.740
Parcel Type: Surface **Issued:** 10 May 2002 22:04:13.216
Parcel Value: N/A **Municipality:** CITY OF SASKATOON
Title Value: N/A
Converted Title: 01SA03621
Previous Title and/or Abstract #: 01SA03621

The Lighthouse Supported Living Inc. is the registered owner of Surface Parcel
#120949083

Reference Land Description: Lot 41A Blk/Par 153 Plan No 99SA35105 Extension
0
As described on Certificate of Title 01SA03621.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
135137291 CNV Common Law Easement **Value:** N/A
Reg'd: 08 Nov 2006 16:02:39
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A
Original Registration Date: 29 Jun 1966 00:21:21
Servient Tenement Re: formerly Lot 26, Block 153, Plan C 195 (Q2)
Dominant Tenement Re: formerly Lot 27, Block 153, Plan C 195 (Q2)
Preconverted Instrument number 66S12812
Holder:
The Current Dominant Tenement
N/A
n/a, Saskatchewan, Canada S4P 3V7
Client #: 100009099
Int. Register #: 111925931

Interest #:
158967398 Mortgage **Value:** \$1,500,000.00 CAD
Reg'd: 28 May 2012 07:42:06
Interest Register Amendment Date: 16 Feb 2023 16:48:30
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A
Holder:
AFFINITY HOLDINGS INC.
PO Box 1330
Saskatoon, Saskatchewan, Canada S7K 3P4
Client #: 105362535

Int. Register #: 118339476**Interest #:**
164289583

Mortgage

Value: \$12,920,000.00 CAD**Reg'd:** 25 Sep 2013 16:05:04**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

SASKATCHEWAN HOUSING CORPORATION

1920 BROAD ST.

REGINA, SK, Canada S4P 3V6

Client #: 100319633**Int. Register #:** 119478785**Addresses for Service:****Name****Address****Owner:**

The Lighthouse Supported Living Inc.

304-2nd Ave S Saskatoon, Saskatchewan, Canada S7K 1L1

Client #: 105532017

Title Locks:**Date**

10 May 2002 22:04:13

TypeRegistrar's Warning (Transfer Permitted) --
Converted Title Silent as to Minerals**Description****Notes:**

Parcel Class Code: Parcel (Generic)



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Province of Saskatchewan Land Titles Registry Title

Title #: 108550368 **As of:** 08 Dec 2023 09:12:34
Title Status: Active - Locked **Last Amendment Date:** 16 Feb 2023 16:48:29.620
Parcel Type: Surface **Issued:** 10 May 2002 22:04:49.153
Parcel Value: N/A
Title Value: N/A **Municipality:** CITY OF SASKATOON
Converted Title: 01SA03621
Previous Title and/or Abstract #: 01SA03621

The Lighthouse Supported Living Inc. is the registered owner of Surface Parcel #120949094

Reference Land Description: Lot 41B Blk/Par 153 Plan No 99SA35105 Extension 0
 As described on Certificate of Title 01SA03621.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
135137303

CNV Common Law Easement (Dominant)
Value: N/A
Reg'd: 08 Nov 2006 16:02:39
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A
Original Registration Date: 29 Jun 1966 00:21:21

Servient Tenement Re: formerly Lot 26, Block 153, Plan C 195 (Q2)
 Dominant Tenement Re: formerly Lot 27, Block 153, Plan C 195 (Q2)
 Preconverted Instrument number 66S12812

Holder:
 The Current Dominant Tenement
 N/A
 n/a, Saskatchewan, Canada S4P 3V7
Client #: 100009099

Int. Register #: 111925931

Interest #:
152840752

Mortgage

Value: \$640,000.00 CAD
Reg'd: 23 Sep 2010 10:41:03
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
 Melba Gwendolyn Burgoyne
 401 - 106 Armistice Way
 Saskatoon, SK, Canada S7J 2H4
Client #: 125259622

Int. Register #: 116790947**Interest #:**
159297126

Miscellaneous Interest

Value: \$343,000.00 CAD**Reg'd:** 21 Jun 2012 16:17:23**Interest Register Amendment Date:** N/A**Interest Assignment Date:** 03 Jul 2012
16:26:58**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder as Tenant in Common****Interest Share:** 1/2**Interest Share Number:** 167078289**Holder:**Melba Gwendolyn Burgoyne
401 - 106 Armistice Way
Saskatoon, SK, Canada S7J 2H4
Client #: 125259622**Holder as Tenant in Common****Interest Share:** 1/2**Interest Share Number:** 167078290**Holder:**Norman Burgoyne
401 - 106 Armistice Way
Saskatoon, SK, Canada S7J 2H4
Client #: 125259611**Int. Register #:** 118419914**Interest #:**
158967400

Mortgage

Value: \$1,500,000.00 CAD**Reg'd:** 28 May 2012 07:42:06**Interest Register Amendment Date:** 16 Feb
2023 16:48:30**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**AFFINITY HOLDINGS INC.
PO Box 1330
Saskatoon, Saskatchewan, Canada S7K 3P4
Client #: 105362535**Int. Register #:** 118339487**Addresses for Service:****Name****Address****Owner:**The Lighthouse Supported Living Inc. 304-2nd Ave S Saskatoon, Saskatchewan, Canada S7K 1L1
Client #: 105532017**Title Locks:****Date**

10 May 2002 22:04:49

TypeRegistrar's Warning (Transfer Permitted) --
Converted Title Silent as to Minerals**Description****Notes:**

Parcel Class Code: [Parcel \(Generic\)](#)



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Province of Saskatchewan Land Titles Registry Title

Title #: 152072715 **As of:** 08 Dec 2023 09:14:20
Title Status: Active - Locked **Last Amendment Date:** 01 Aug 2019 16:20:52.200
Parcel Type: Surface **Issued:** 18 Jul 2019 11:00:00.936
Parcel Value: \$225,000.00 CAD
Title Value: \$225,000.00 CAD **Municipality:** CITY OF SASKATOON
Converted Title: 01SA33870
Previous Title and/or Abstract #: 150403193

THE LIGHTHOUSE SUPPORTED LIVING INC. is the registered owner of Surface
Parcel #119934467

Reference Land Description: Lot 1 Blk/Par 18 Plan No G234 Extension 0
As described on Certificate of Title 01SA33870.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
185606848 Mortgage

Value: \$147,000.00 CAD
Reg'd: 18 Jul 2019 11:00:05
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Affinity Credit Union 2013
PO Box 1330
Saskatoon, Saskatchewan, Canada S7K 3P4
Client #: 128808029

Int. Register #: 123559904

Interest #:
185606882 Assignment of Rents

Value: N/A
Reg'd: 18 Jul 2019 11:00:06
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Affinity Credit Union 2013
PO Box 1330
Saskatoon, Saskatchewan, Canada S7K 3P4
Client #: 128808029

Int. Register #: 123559926

Interest #:
185729316 Mortgage

Value: \$343,000.00 CAD

Reg'd: 01 Aug 2019 16:20:52
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN HOUSING CORPORATION
1920 BROAD ST.
REGINA, SK, Canada S4P 3V6
Client #: 100319633

Int. Register #: 123585756

Addresses for Service:

Name	Address
Owner: THE LIGHTHOUSE SUPPORTED LIVING INC. Client #: 100030239	304 - 2ND AVE. S. SASKATOON, SK, Canada S7K 1L1

Title Locks:

Date	Type	Description
11 Jul 2002 00:24:17	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	

Notes:

Parcel Class Code: [Parcel \(Generic\)](#)



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Province of Saskatchewan Land Titles Registry Title

Title #: 152072748 **As of:** 08 Dec 2023 09:14:48
Title Status: Active - Locked **Last Amendment Date:** 01 Aug 2019 16:20:52.170
Parcel Type: Surface **Issued:** 18 Jul 2019 11:00:02.623
Parcel Value: \$225,000.00 CAD
Title Value: \$225,000.00 CAD **Municipality:** CITY OF SASKATOON
Converted Title: 01SA33870
Previous Title and/or Abstract #: 150403205

THE LIGHTHOUSE SUPPORTED LIVING INC. is the registered owner of Surface Parcel #119934377

Reference Land Description: Lot 2 Blk/Par 18 Plan No G234 Extension 0
As described on Certificate of Title 01SA33870.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
185606837 Mortgage

Value: \$147,000.00 CAD
Reg'd: 18 Jul 2019 11:00:05
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Affinity Credit Union 2013
PO Box 1330
Saskatoon, Saskatchewan, Canada S7K 3P4
Client #: 128808029

Int. Register #: 123559904

Interest #:
185606871 Assignment of Rents

Value: N/A
Reg'd: 18 Jul 2019 11:00:06
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Affinity Credit Union 2013
PO Box 1330
Saskatoon, Saskatchewan, Canada S7K 3P4
Client #: 128808029

Int. Register #: 123559926

Interest #:
185729327 Mortgage

Value: \$343,000.00 CAD

Reg'd: 01 Aug 2019 16:20:52
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN HOUSING CORPORATION
1920 BROAD ST.
REGINA, SK, Canada S4P 3V6
Client #: 100319633

Int. Register #: 123585756

Addresses for Service:

Name	Address
Owner: THE LIGHTHOUSE SUPPORTED LIVING INC. Client #: 100030239	304 - 2ND AVE. S. SASKATOON, SK, Canada S7K 1L1

Title Locks:

Date	Type	Description
11 Jul 2002 00:24:24	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	

Notes:

Parcel Class Code: [Parcel \(Generic\)](#)



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Province of Saskatchewan Land Titles Registry Title

Title #: 149892160 **As of:** 08 Dec 2023 09:13:14
Title Status: Active **Last Amendment Date:** 14 Mar 2018 14:08:28.806
Parcel Type: Surface **Issued:** 08 Sep 2017 16:59:43.720
Parcel Value: \$320,000.00 CAD
Title Value: \$320,000.00 CAD **Municipality:** CITY OF SASKATOON
Converted Title: 75S14205
Previous Title and/or Abstract #: 140439450

THE LIGHTHOUSE SUPPORTED LIVING INC. is the registered owner of Surface Parcel #119856774

Reference Land Description: Lot 5 Blk/Par 32 Plan No F5554 Extension 0
As described on Certificate of Title 75S14205.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
179999228 Mortgage

Value: \$74,629.00 CAD
Reg'd: 08 Sep 2017 16:59:44
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
Affinity Credit Union 2013
PO Box 1330
Saskatoon, Saskatchewan, Canada S7K 3P4
Client #: 128808029

Int. Register #: 122485473

Interest #:
180041004 Mortgage

Value: \$262,500.00 CAD
Reg'd: 14 Sep 2017 16:00:35
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN HOUSING CORPORATION
1920 BROAD ST.
REGINA, SK, Canada S4P 3V6
Client #: 100319633

Int. Register #: 122494855

Addresses for Service:

Name Owner:	Address
----------------	---------

THE LIGHTHOUSE SUPPORTED LIVING INC. 304 - 2ND AVE. S. SASKATOON, SK, Canada S7K 1L1

Client #: 100030239

Notes:

Parcel Class Code: Parcel (Generic)



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Province of Saskatchewan Land Titles Registry Title

Title #: 152964108**As of:** 08 Dec 2023 09:15:24**Title Status:** Active**Last Amendment Date:** 21 Aug 2020 11:11:33.903**Parcel Type:** Surface**Issued:** 02 Jun 2020 11:59:52.376**Parcel Value:** \$400,000.00 CAD**Title Value:** \$400,000.00 CAD**Municipality:** CITY OF SASKATOON**Converted Title:** 99SA05846(1)**Previous Title and/or Abstract #:** 110354420

THE LIGHTHOUSE SUPPORTED LIVING INC. is the registered owner of Surface Parcel #120256286

Reference Land Description: Lot 26 Blk/Par 309 Plan No 65S16096 Extension 0 As described on Certificate of Title 99SA05846(1).

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:**Interest #:****187984063**

Mortgage

Value: \$235,000.00 CAD**Reg'd:** 02 Jun 2020 11:59:53**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

AFFINITY CREDIT UNION 2013

PO BOX 1330

SASKATOON, Saskatchewan, Canada S7K 3P4

Client #: 133829028**Int. Register #:** 124004753**Interest #:****187984120**

Assignment of Rents

Value: N/A**Reg'd:** 02 Jun 2020 11:59:53**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

AFFINITY CREDIT UNION 2013

PO BOX 1330

SASKATOON, Saskatchewan, Canada S7K 3P4

Client #: 133829028**Int. Register #:** 124004764**Interest #:****188030325**

Mortgage

Value: \$275,000.00 CAD

Reg'd: 10 Jun 2020 10:03:08
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
SASKATCHEWAN HOUSING CORPORATION
1920 BROAD ST.
REGINA, SK, Canada S4P 3V6
Client #: 100319633

Int. Register #: 124014822

Addresses for Service:

Name	Address
Owner: THE LIGHTHOUSE SUPPORTED LIVING INC. Client #: 100030239	304 - 2ND AVE. S. SASKATOON, SK, Canada S7K 1L1

Notes:

Parcel Class Code: [Parcel \(Generic\)](#)



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RECEIVER'S FOURTH REPORT TO COURT

SCHEDULE 5

MORTGAGE AMENDING AGREEMENT

THIS AGREEMENT MADE THIS 10th DAY OF JUNE, 2012.

BETWEEN:

THE LIGHTHOUSE SUPPORTED LIVING INC.

AND:

NORMAN BURGOYNE
#401, 106 Armistice Way
Saskatoon SK S7J 2H4

AND:

MELBA GWENDOLYN BURGOYNE
#401, 106 Armistice Way
Saskatoon SK S7J 2H4

WHEREAS

A. By a mortgage registered at Information Service Corporation on the 23rd day of September, 2010 as Interest Register #116790903, the Mortgagor, or the Mortgagor's predecessor in interest with respect thereto, did grant and mortgage all and singular that certain parcel of tract of land and premises described as:

Surface Parcel #120949094
Reference Land Description: Lot 41BBlk/Par 153Plan No 99SA35105
Extension 0

unto the Mortgagee, or the Mortgagee's predecessor in interest with respect thereto, to secure payment of the principal sum of \$200,000.00, in favour of Norman Burgoyne and interest thereon as therein set out (which mortgage as subsequently amended by any registered or unregistered agreement is hereinafter referred to as the 'Mortgage');

B. By a mortgage registered at Information Service Corporation on the 23rd day of September, 2010 as Interest Register #116790947, the Mortgagor, or the Mortgagor's predecessor in interest with respect thereto, did grant and mortgage all and singular that certain parcel of tract of

land and premises described as:

Surface Parcel #120949094

Reference Land Description: Lot 41BBlk/Par 153Plan No 99SA35105

Extension 0

unto the Mortgagee, or the Mortgagee's predecessor in interest with respect thereto, to secure payment of the principal sum of \$640,000.00 in favour of Melba Gwendolyn Burgoyne and interest thereon as therein set out (which mortgage as subsequently amended by any registered or unregistered agreement is hereinafter referred to as the 'Mortgage');

C. AND WHEREAS the Mortgagor and Mortgagee have agreed to amend the Mortgage as hereinafter set out;

NOW THEREFORE the Mortgagor and the Mortgagee agree as follows:

1. The mortgagee shall read **NORMAN BURGOYNE and MELBA GWENDOLYN BURGOYNE**
2. The principal amount of the mortgage is amended from \$200,000.00 owed to Norman Burgoyne and \$640,000.00 owed to Melba Gwendolyn Burgoyne to a combined total of **\$343,000.00** owed to **NORMAN BURGOYNE and MELBA GWENDOLYN BURGOYNE.**

FOR BETTER securing to the Mortgagee the repayment in the manner aforesaid of the outstanding balance secured (including principal, interest and other monies) under the Mortgage as amended by this agreement, the Mortgagor, hereby charges in favour of the Mortgagee all of the Mortgagor's estate and interest in the Lands.

THIS AGREEMENT shall be read and construed along with the Mortgage and shall be treated as part thereof, effective as of the date hereof and shall not constitute a novation of the Mortgage.

NEITHER this agreement nor any prior extension or renewal of the Mortgage shall be or constitute an accord and satisfaction between the Mortgagor and the Mortgagee with respect to the indebtedness under the Mortgage, and except as amended hereby the Mortgage is hereby ratified and confirmed and shall continue in full force and effect as amended by this agreement.

PROVIDED that nothing herein contained shall create any merger or alter the rights of the Mortgagee as against any encumbrancer or other person interested in the lands and not a party hereto liable to pay the said mortgage money, or the rights of any such person, all of which rights are hereby reserved.

THIS AGREEMENT shall enure to the benefit of and shall be binding upon the

Mortgagor and the Mortgagee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Mortgagor has set his hand and seal this 10th day of June, 2012.

THE LIGHTHOUSE SUPPORTED LIVING INC.

Per: *[Signature]*

Per: *[Signature]*

RECEIVER'S FOURTH REPORT TO COURT

SCHEDULE 6

HIS MAJESTY'S
COURT OF KING'S BENCH

LOCAL REGISTRAR
JUDICIAL CENTRE OF REGINA



2425 VICTORIA AVENUE
REGINA, SASKATCHEWAN S4P 4W6

PHONE: (306) 787-5377
FAX: (306) 787-7217

PROVINCE OF SASKATCHEWAN

November 27, 2023

MLT Aikins LLP
2200 – 10235 101st Street
Edmonton, AB T5J 3G1
Dear Jensen Thibault:

Re: Melba Gwendolyn Burgoyne, deceased
Given date of Death: August 06, 2018
Last known place of Residence: Saskatoon, Saskatchewan

I have completed a search of our records on the above-named deceased, with the following results:

Melba Gwendolyn Burgoyne, deceased
Late of: Saskatoon, Saskatchewan
Letters Probate

Docket# SUR-SA-00725-2018

Date of Death: August 06, 2018
Date of Application: October 04, 2018
Date of Grant: October 19, 2018
Applicant: John David Morison

If you wish to obtain copies of any documents regarding the above-named deceased, please send a copy of this letter to:

Local Registrar
Judicial Centre of Saskatoon
520 Spadina Crescent East
Saskatoon, SK S7K 2H6

Please send a copy of this letter to the Court House above, as it will assist them in locating the information that you are requesting. There will be a fee of \$1.00 per page to photocopy documents payable at the Court House listed above. If you would like to call ahead to the Saskatoon office and make payment arrangements, please call # (306) 933-5135.

Please be advised that we are required to charge a search fee of \$20.00 per name. This search is a province wide search. The fee for this search is \$20.00. Thank you for your payment in that amount. Please find attached your receipt.

If you need to contact me for any reason, I can be reached at (306) 787-5223 or by email at Michelle.Johnson@gov.sk.ca

Yours truly,

A handwritten signature in blue ink that reads "Michelle Johnson".

Michelle Johnson
Court Administrative Assistant

Attachment

**Court of King's Bench
Judicial Centre of Regina
GST# 107864258**

Receipt: REG143878
Type: TRANSFER
Till No: 112723-MJ-6769

Payor: MLT Aikins LLP
null
1500 1874 Scarth Street
REGINA, SK, S4P 4E9

Date: 11/27/2023 10:46 AM

Comments: Estate Search for Melba
Burgoyne (SUR-SA-725-
2018)

---Duplicate Copy---

ACC-RG-11-2023

**Accounting Case: Regina November,
2023**

Search

1 @ \$20.00 \$20.00

DEP-SK-00337-2023

Deposit Account: MLT Aikins LLP

Deposit Account

-\$20.00

Sub Total: \$20.00

GST: \$0.00

Tendered

Transfer

\$0.00

Trust Balance: \$28,066.00

HIS MAJESTY'S
COURT OF KING'S BENCH

LOCAL REGISTRAR
JUDICIAL CENTRE OF REGINA



2425 VICTORIA AVENUE
REGINA, SASKATCHEWAN S4P 4W6

PHONE: (306) 787-5377
FAX: (306) 787-7217

PROVINCE OF SASKATCHEWAN

November 27, 2023

MLT Aikins LLP
2200 – 10235 101st Street
Edmonton, AB T5J 3G1
Dear Jensen Thibault:

Re: Norman Burgoyne, deceased
Given date of Death: June 13, 2019
Last known place of Residence: Saskatoon, Saskatchewan

I have completed a search of our records on the above-named deceased, with the following results:

Norman Burgoyne, deceased
Late of: Saskatoon, Saskatchewan
Letters Probate

Docket# SUR-SA-00810-2019

Date of Death: June 13, 2019
Date of Application: November 06, 2019
Date of Grant: November 15, 2019
Applicant: David Wayne Burgoyne

If you wish to obtain copies of any documents regarding the above-named deceased, please send a copy of this letter to:

Local Registrar
Judicial Centre of Saskatoon
520 Spadina Crescent East
Saskatoon, SK S7K 2H6

Please send a copy of this letter to the Court House above, as it will assist them in locating the information that you are requesting. There will be a fee of \$1.00 per page to photocopy documents payable at the Court House listed above. If you would like to call ahead to the Saskatoon office and make payment arrangements, please call # (306) 933-5135.

Please be advised that we are required to charge a search fee of \$20.00 per name. This search is a province wide search. The fee for this search is \$20.00. Thank you for your payment in that amount. Please find attached your receipt.

If you need to contact me for any reason, I can be reached at (306) 787-5223 or by email at Michelle.Johnson@gov.sk.ca

Yours truly,

Michelle Johnson
Court Administrative Assistant

Attachment

**Court of King's Bench
Judicial Centre of Regina
GST# 107864258**

Receipt: REG143884
Type: TRANSFER
Till No: 112723-MJ-6769

Payor: MLT Aikins LLP
null
1500 1874 Scarth Street
REGINA, SK, S4P 4E9

Date: 11/27/2023 10:57 AM

Comments: Estate search for Norman
Burgoyne SUR-SA-00810-
2019

---Duplicate Copy---

ACC-RG-11-2023

**Accounting Case: Regina November,
2023**

Search

1 @ \$20.00 \$20.00

DEP-SK-00337-2023

Deposit Account: MLT Aikins LLP

Deposit Account

-\$20.00

Sub Total: \$20.00

GST: \$0.00

Tendered

Transfer

\$0.00

Trust Balance: \$27,746.00

RECEIVER'S FOURTH REPORT TO COURT

SCHEDULE 7

Lighthouse Supportive Living Inc.
Receiver's Interim Statement of Receipts and Disbursements
For the period April 13, 2023 to November 30, 2023

	April 13, 2023 to September 25, 2023	Variance	April 13, 2023 to November 30, 2023
RECEIPTS:			
Operating Grants	424,206.89	363,634.83	787,841.72
Rental and Service Income	617,633.21	200,617.57	818,250.78
Receiver's Borrowings	475,000.00	-	475,000.00
Miscellaneous	3,321.18	1,682.42	5,003.60
Sale of Assets (1)	2,154,365.26	20,010.00	2,174,375.26
Funds in Court	-	78,576.46	78,576.46
TOTAL RECEIPTS:	3,674,526.54	664,521.28	4,339,047.82
DISBURSEMENTS:			
LIGHTHOUSE			
Food Supplies	274,755.20	106,680.63	381,435.83
Administrative Expenses	1,491.26	1,725.06	3,216.32
Insurance	85,546.48	29,291.50	114,837.98
Interest and bank charges	17,359.69	8,554.75	25,914.44
Receiver's Legal Fees	113,161.93	-	113,161.93
Utilities	206,429.62	78,809.08	285,238.70
Bookkeeping	2,752.25	-	2,752.25
Repairs and Maintenance	104,777.21	47,355.26	152,132.47
Salaries and Wages	858,673.85	268,620.83	1,127,294.68
Employee Benefits / WCB	55,720.00	-	55,720.00
Receiver General	46,702.04	263,367.29	310,069.33
Master Card Payment	23,000.00	10,000.00	33,000.00
Operating Expenses (2)	61,609.13	34,802.59	96,411.72
Real Estate Commissions	27,482.50	-	27,482.50
Property Sale Adjustments - Utilities	4,366.90	-	4,366.90
Property Sale Adjustments - Rent	1,158.38	-	1,158.38
Property Taxes	133,358.90	-	133,358.90
Paid to Secured Creditor	82,316.40	-	82,316.40
CRA Deemed Trust Claim	92,911.32	288,754.91	381,666.23
Paid into Court	77,941.72	-	77,941.72
Repayment of Receiver Borrowings	-	-	595,073.22
BLUE MOUNTAIN			
Bankrupt Estate Assets	76,000.00	-	76,000.00
Payroll	8,646.33	-	8,646.33
Payroll Source Deduction	-	-	-
Utilities	5,000.00	-	5,000.00
TOTAL DISBURSEMENTS:	2,361,161.11	1,137,961.90	4,094,196.23
Excess of Receipts over Disbursements	1,313,365.43	- 473,440.62	244,851.59

Notes:

- (1) Sale of assets includes deposit provided on Offer to Purchase in Sales Process.
- (2) Operating Expenses include business tools, employee reimbursements, payments made to contractors, office supplies, petty cash and sask fire protection.

RECEIVER'S FOURTH REPORT TO COURT

SCHEDULE 8

**The Lighthouse Supportive Living Inc. - Receivership
Receiver's Fees and Disbursement Summary**

FEE SUMMARY

	HOURS	FEES
Carolina Bautista	0.10	40.20
Donna Evoy	3.00	690.00
Betty Dyck	177.70	40,094.40
Eric Sirrs	102.20	64,550.50
Karen Aylward	0.60	336.00
Devan Foster	1.90	433.20
Chelene Riendeau	180.90	84,894.50
Maha Shah	81.50	28,267.30
Melissa Sauer	9.10	1,792.70
Confort Uche	10.10	2,342.20
Tristan MacLennan	9.00	2,655.00
Isobel Smith	9.30	1,943.90
Erma Dyck	84.80	15,688.00
Shane Hampson	16.05	3,097.65
Shanna Marshall	0.50	108.00
	686.75	246,933.55

TOTAL FEES

246,933.55

DISBURSEMENT SUMMARY

Courier & Postage	97.00
Data Room	535.00
	632.00

TOTAL DISBURSEMENTS

632.00

TOTAL FEES AND DISBURSEMENTS

247,565.55

Less Interim Billings

(100,357.65)

Adjustment from Interim Receiver Accounts

(2,936.80)

NET FEES AND DISBURSEMENTS

144,271.10