

Village" brand, which is a business name registered to Caleb under *The Business Names Registration Act*, RSS 1978, c B-11.

5. Caleb takes its responsibilities to provide exceptional services to the five retirement communities it manages very seriously. The core of Caleb's focus is on the safety and well-being of every resident and guest of the five Caleb Village properties.
6. Aside from the financial issues detailed in the August 19, 2021, Affidavit of Mr. Tosh, I am not currently aware of any material issues or concerns that would jeopardize the LP Applicants' ability to continue to function as first-rate retirement communities.
7. Caleb is the owner of 80% and 86% of the total limited partnership units issued by Voyager Retirement II LP and Voyager Retirement III LP, respectively.

Management of the LP Applicants

8. Caleb provides managerial services to the LP Applicants pursuant to Management Agreements concluded with each Applicant. Copies of the Management Agreements entered into between Caleb and both LP Applicants are attached, collectively, as Exhibit "B" of this Affidavit.

Caleb Mortgages

9. Caleb is a secured creditor by means of four Assignments of Loan and Security attached and marked as Exhibit "C" to this Affidavit, and the Promissory Notes so assigned attached to the Assignments of Loan and Security (collectively, the "**Promissory Notes**").
10. Caleb holds subordinate mortgages (collectively, the "**Caleb Mortgages**") granted to it by the respective LP Applicants to secure the Promissory Notes, which Caleb Mortgages are attached as Exhibit "D" to this Affidavit.
11. Copies of the Saskatchewan Land Titles registrations in regard to the Caleb Mortgages are attached collectively as Exhibit "E".
12. In the case of Voyager Retirement II LP, the indebtedness owed to Caleb secured by the applicable Caleb Mortgage is \$625,000.00, with interest accumulating thereon at a reduced rate of 2.5% *per annum*.
13. In the case of Voyager Retirement III LP, the indebtedness owed to Caleb secured by the applicable Caleb Mortgage is \$701,000.00, with interest accumulating thereon at a reduced rate of 2.5% *per annum*.

14. Caleb has not demanded or received any payment (including payment of interest) owing to it by either Voyager Retirement II LP or Voyager Retirement III LP in respect of the debts secured by the Melville Second Mortgage.

Restructuring of the LP Applicants

15. Caleb is concerned that the appointment of the MNP Ltd. (the "**Proposed Receiver**") as Receiver Manager of the LP Applicants will imperil Caleb's ability to continue to provide exceptional, timely, and uninterrupted managerial services to the retirement communities it is contractually bound to manage. Caleb has been advised by its solicitors at DLA Piper (Canada) LLP, and I verily believe it to be true, that the Receivership Order sought by Conexus Credit Union 2006 will place Caleb under a legal duty to co-operate extensively with the Proposed Receiver as the Proposed Receiver attends to the management of the business and affairs of the LP Applicants.
16. Caleb employees do not presently have additional capacity that Caleb anticipates will be required in order to co-operate and communicate with the Proposed Receiver to any material degree. I am concerned that adding the responsibility of co-operation and communication with the Proposed Receiver to the workloads of Caleb's employees will imperil Caleb's ability to continue to manage the retirement communities owned by the LP Applicants and the three remaining non-party retirement communities also managed by Caleb.
17. Additionally, Caleb, in its capacity as a creditor and stakeholder of LP Applicants, is concerned that fees incurred by the appointment of the Proposed Receiver (which actively engaged to manage the complicated and nuanced business and affairs of the LP Applicants) would erode the value of Caleb's security in the LP Applicants to a far greater degree than would the LP Applicants' entry into restructuring proceedings under the *Companies' Creditors Arrangement Act*, RSC 1985 c-36 ("**CCAA**").
18. For the reasons outlined above, Caleb opposes the Conexus Credit Union 2006's Application seeking the appointment of the Proposed Receiver.
19. For greater certainty, notwithstanding the concerns outlined above, Caleb intends to honour all of its contractual obligations owing to the LP Applicants pursuant to the Management Agreements in the event of the appointment of the Proposed Receiver or in the event of the LP Applicants' entry into CCAA proceedings.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

20. I make this Affidavit in support of the Application for an Initial Order made pursuant to the CCAA made on behalf of Voyager Retirement II Genpar Inc., Voyager Retirement II LP, Voyager Retirement III Genpar Inc., and Voyager Retirement III LP and for no other or improper purpose.

SWORN before me at the City of
Saskatoon, in the Province of
Saskatchewan, this 20th day of
August, 2021


A Commissioner for Oaths for
the Province of Alberta

My appointment expires: _____

Or Being a Solicitor

)
)
) 
) _____
) CELIA-ANN KOTURBASH
)
)

CONTACT INFORMATION AND ADDRESS FOR SERVICE

Name of Firm:	DLA PIPER (CANADA) LLP
Name of lawyer in charge of file:	Kevin Hoy
Address of legal firm:	Suite 1000, Livingston Place West 250 2nd St SW Calgary, AB T2P 0C1
Telephone number:	1.403.698.8738
Facsimile:	1.403.776.8861
Email:	kevin.hoy@dlapiper.com

This is Exhibit A referred to in the Affidavit of CELIA-ANN KOTURBASH,
sworn before me on this 20th day of August, 2021.



A Commissioner for Oaths in and for the Province of
Saskatchewan
Being a Solicitor



Profile Report

Entity Number: 101031602

Page 1 of 4

Entity Name: CALEB MANAGEMENT LTD.

Report Date: 18-Aug-2021

Entity Details

Entity Type	Business Corporation
Entity Subtype	Saskatchewan Corporation
Entity Status	Active
Incorporation Date	21-Mar-2002
Annual Return Due Date	30-Apr-2022
Nature of Business	MANAGEMENT COMPANY
MRAS indicator	No

Registered Office/Mailing Address

Physical Address 300-110 21ST ST E, SASKATOON, Saskatchewan, Canada, S7K 0B6

Attention To JENNY UNDERHILL

Mailing Address CALEB MANAGEMENT LTD., 100-465 1ST AVE N, SASKATOON, Saskatchewan, Canada, S7K 1X5

Attention To SIROUS TOSH

Directors/Officers

SIROUS TOSH (Officer)

Physical Address: 7 QU'APPELLE COURT,
SASKATOON, Saskatchewan,
Canada, S7K1C2

Mailing Address: 7 QU'APPELLE COURT,
SASKATOON, Saskatchewan,
Canada, S7K1C2

Office Held: PRESIDENT & SECRETARY

Effective Date: 13-Sep-2012

SIROUS TOSH (Director)

Physical Address: 7 QU'APPELLE COURT,
SASKATOON, Saskatchewan,
Canada, S7K1C2

Mailing Address: 7 QU'APPELLE COURT,
SASKATOON, Saskatchewan,
Canada, S7K1C2

Resident Canadian: Yes

Effective Date: 12-Sep-2012



Profile Report

Page 2 of 4

Entity Number: 101031602

Entity Name: CALEB MANAGEMENT LTD.

Report Date: 18-Aug-2021

Shareholders

Shareholder Name	Mailing Address	Share Class	Shares Held
RED HOLDINGS INC.	100-465 1ST AVE N, SASKATOON, SASKATCHEWAN, CANADA, S7K 1X5	A	1

Articles

Minimum Number of Directors: 1 Maximum Number of Directors: 10

Share Structure:

Class Name	Voting Rights	Authorized Number	Number Issued
A	Yes	Unlimited	1
B	No	Unlimited	
C	No	Unlimited	
D	Yes	Unlimited	
E	No	Unlimited	
F	No	Unlimited	
G	No	Unlimited	

Business Names Owned By Corporation

Number	Name	Type
102104236	CALEB GROUP OF COMPANIES	Saskatchewan Business Name - Sole Proprietor
101068192	CALEB MANOR	Saskatchewan Business Name - Sole Proprietor
101107489	CALEB VILLAGE	Saskatchewan Business Name - Sole Proprietor

Previous Entity Names

Type	Name	Effective Until
Registered Name	101031602 SASKATCHEWAN LTD.	25-Aug-2002

Event History

Type	Date
Business Corporation - Annual Return	01-Apr-2021
Notice of Change of Registered Office/Mailing Address	01-Apr-2021



Profile Report

Page 3 of 4

Report Date: 18-Aug-2021

Entity Number: 101031602

Entity Name: CALEB MANAGEMENT LTD.

Business Corporation - Annual Return	03-Apr-2020
Business Corporation - Annual Return	17-Apr-2019
Notice of Shareholders	17-Apr-2019
Notice of Change of Registered Office/Mailing Address	17-Apr-2019
New West Partnership - Head Office Change	13-Jun-2018
Business Corporation - Annual Return	20-Apr-2018
Notice of Change of Registered Office/Mailing Address	20-Apr-2018
Business Corporation - Annual Return	29-Mar-2017
Notice of Shareholders	29-Mar-2017
Notice of Change of Registered Office/Mailing Address	08-Sep-2016
Business Corporation - Annual Return	27-Apr-2016
Business Corporation - Annual Return	29-Apr-2015
Notice of Shareholders	30-Apr-2014
Business Corporation - Annual Return	30-Apr-2014
Business Corporation - Annual Return	25-Apr-2013
Notice of Change of Directors/Officers	13-Sep-2012
Business Corporation - Annual Return	25-Apr-2012
Notice of Change of Registered Office/Mailing Address	04-Nov-2011
Business Corporation - Annual Return	01-May-2011
Business Corporation - Annual Return	05-Apr-2010
Notice of Change of Directors/Officers	02-Feb-2010
Business Corporation - Annual Return	13-Apr-2009
Notice of Change of Registered Office/Mailing Address	04-Mar-2009
Business Corporation - Annual Return	24-Apr-2008
Notice of Shareholders	02-Jan-2008
Notice of Shareholders	02-Jan-2008
Notice of Change of Registered Office/Mailing Address	29-Aug-2007
Business Corporation - Annual Return	24-Apr-2007
Business Corporation - Annual Return	24-Apr-2006
Business Corporation - Annual Return	28-Apr-2005
Notice of Change of Registered Office/Mailing Address	12-Oct-2004
Business Corporation - Annual Return	28-Apr-2004
Notice of Change of Directors/Officers	15-Dec-2003
Business Corporation - Annual Return	28-Apr-2003



Profile Report

Page 4 of 4

Report Date: 18-Aug-2021

Entity Number: 101031602

Entity Name: CALEB MANAGEMENT LTD.

Business Corporation - Amend Articles

26-Aug-2002

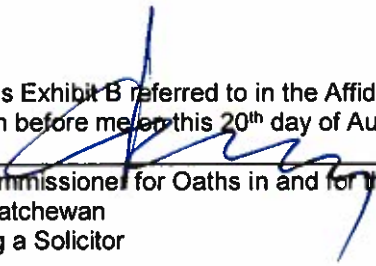
Notice of Change of Directors/Officers

22-Jul-2002

Business Corporation - Incorporation

21-Mar-2002

This is Exhibit B referred to in the Affidavit of CELIA-ANN KOTURBASH,
sworn before me on this 20th day of August, 2021.



A Commissioner for Oaths in and for the Province of
Saskatchewan
Being a Solicitor

March 24 2016

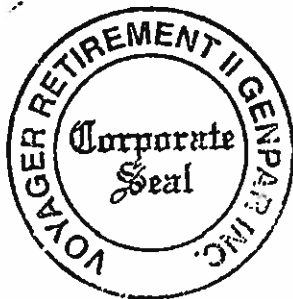
Voyager Retirement II Genpar Inc.

Dear Mr. Zakreski;

Please find enclosed for filing the updated Management Agreement and supported resolutions documents between Voyager Retirement II LP and Caleb Management Ltd. The originals will be couriered to your office today. No advise is required.

VOVAGER RETIREMENT II LP,
A Limited Partnership, by its General Partner,
Voyager Retirement II Genpar Inc.

Per: _____

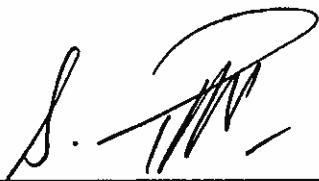


RESOLUTIONS OF THE SOLE DIRECTOR OF CALEB MANAGEMENT LTD. (THE "CORPORATION")
MADE AND PASSED PURSUANT TO SECTION 112 OF *THE BUSINESS CORPORATION ACT*
(SASKATCHEWAN), AS OF THE 1ST DAY OF APRIL, 2016.

The sole director of the Corporation, by his signature hereto, resolves as follows:

1. That the resolutions herein passed are made in accordance with Section 112 of *The Business Corporations Act* (Saskatchewan) and are in lieu of a meeting;
2. That the Management Agreement between the Corporation, as the Manager for and on behalf of Caleb Management Ltd. and Voyager Retirement II Genpar Inc., as Owner, dated effective from the 1st day of April, 2016, is hereby ratified and approved, the same being reasonable and fair to the Corporation. Any director or officer, is hereby authorized to execute and deliver the Management Agreement, under the corporate seal of the Corporation or otherwise, subject to such amendments or modifications which the directors or any one of them deems necessary or advisable;
3. That any director or officer be and is hereby authorized and directed, on behalf of the Corporation, to do all such acts and things and to execute or cause to be executed, whether under corporate seal of the Corporation or otherwise, all deeds, transfers, assignments, agreements, elections and documents as may be necessary or desirable to more fully give effect to these resolutions.

The undersigned, being the sole director of the Corporation, hereby consents to the resolutions herein recorded in lieu of a meeting as evidenced by his signature set out below.



Sirous Tosh, Director

RESOLUTIONS OF THE SOLE DIRECTOR OF VOYAGER RETIREMENT II GENPAR INC. (THE "CORPORATION") MADE AND PASSED PURSUANT TO SECTION 112 OF *THE BUSINESS CORPORATION ACT* (SASKATCHEWAN), AS OF THE 1ST DAY OF APRIL, 2016.

The sole director of the Corporation, by his signature hereto, resolves as follows:

1. That the resolutions herein passed are made in accordance with Section 112 of *The Business Corporations Act* (Saskatchewan) and are in lieu of a meeting;
2. That the Management Agreement between the Corporation, as General Partner for and on behalf of Voyager Retirement II LP, as Owner, and Caleb Management Ltd. as the Manager, dated effective from the 1st day of April, 2016, is hereby ratified and approved, the same being reasonable and fair to the Corporation. Any director or officer, is hereby authorized to execute and deliver the Management Agreement, under the corporate seal of the Corporation or otherwise, subject to such amendments or modifications which the directors or any one of them deems necessary or advisable;
3. That any director or officer be and is hereby authorized and directed, on behalf of the Corporation, to do all such acts and things and to execute or cause to be executed, whether under corporate seal of the Corporation or otherwise, all deeds, transfers, assignments, agreements, elections and documents as may be necessary or desirable to more fully give effect to these resolutions.

The undersigned, being the sole director of the Corporation, hereby consents to the resolutions herein recorded in lieu of a meeting as evidenced by his signature set out below.



Darrell J. Remai, Director

MANAGEMENT AGREEMENT

THIS AGREEMENT made as of and to take effect from the 1st day of April 2016

BETWEEN:

**VOYAGER RETIREMENT II LP, a limited partnership, by
its General Partner, VOYAGER RETIREMENT II GENPAR
INC. (the "Owner")**

OF THE FIRST PART

AND:

**CALEB MANAGEMENT LTD.
(the "Manager")**

OF THE SECOND PART

WHEREAS the Owner is the owner of a Retirement Home, located at 601 – 110th Avenue, Tisdale, Saskatchewan, S0E-1T0 (the "Retirement Facility");

AND WHEREAS the Owner wishes to engage the Manager to manage and operate the Retirement Facility and the Manager agrees to accept such engagement and to enter into this Agreement with the Owner for that purpose in accordance with the terms and conditions herein set out.

NOW THEREFORE in consideration of the premises and covenants set forth in this Agreement, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions

In this Agreement, the following terms shall have the following respective meanings, unless the context requires otherwise:

"**Agreement**" means the within agreement, and includes any schedules hereto and amendment made pursuant to the terms hereof.

"**Accountants**" means the firm of Chartered Professional Accountants selected by the Owner as the accountants or auditors of the Owner, from time to time.

"**Business**" means the business of operating the Retirement Facility.

"**Effective Date**" means the date of this Agreement referred to above.

“Expense Reimbursement” has the same meaning as attributed thereto in Section 9.2 hereof.

“Fiscal Year” means the twelve month period ending on December 31.

“Furniture, Fixtures and Equipment” means all furniture, furnishings, fixtures and equipment owned and used and held for use in connection with the Retirement Facility including, without limitation, carpeting and other floor coverings, draperies, paintings, bedspreads, television sets, fridges, stoves, office furniture and equipment, specialized retirement facility equipment and equipment required for the operation of kitchens, laundries and recreational facilities.

“GAAP” means generally accepted accounting principles consistently applied, as defined in the handbook of the Chartered Professional Accountants of Canada, as amended from time to time.

“Gross Revenue” means all revenue of the Retirement Facility from sales and rentals of suites, second occupant charges, guest suite revenues, guest meals revenues, commercial rentals and realty leases, lifestyle packages, other rental revenue and parking charges relating to the foregoing.

“Law” means, with respect to any Person, property, transaction, event or other matter, any law, rule, statute, regulation, municipal by-law, order, judgment, decree, treaty or other requirement having the force of law relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part thereof) by any court, tribunal or other judicial or governmental authority having jurisdiction, or charged with its administration or interpretation.

“License Agreement” means any license agreement made between the Manager as licensor and the Owner as licensee in connection with the license to use of the name and trademark “Caleb Village” and/or such other names, trademarks and logos as may be designated by the Manager for use by the Owner (collectively, the **“Caleb Marks”**) in connection with the Retirement Facility.

“Management Fee” has the same meaning as attributed thereto in Section 5.1 hereof.

“Operating Expenses” means all expenses attributable to the Retirement Facility including, without limiting the generality of the following, the aggregate, without duplication, of all outlays made by the Retirement Facility during the fiscal period in question in connection with the operation of the Retirement Facility, specifically including real property taxes and the costs and expenses of insuring buildings, and also including, without limitation, business interruption insurance and other forms of insurance which may be required from time to time; cleaning, snow removal, garbage and waste collection and disposal and landscape maintenance; lighting, electricity and utilities; policing, security and supervision, if required; cost of the rental of any equipment and signs; cost of building supplies used in the maintenance of the Retirement

Facility, labour negotiations, if required, all repairs and replacements to the Retirement Facility and to the system, facilities and equipment servicing the Retirement Facility, professional fees directly attributable to the operation of the Retirement Facility; Management Fees, advertising and other costs incurred in connection with the occupancy, furnishing or supplying of suites in the Retirement Facility including commissions; all other expenses connected with the maintenance and operation of the Retirement Facility as residential retirement facility including expenses relating to food, laundry and housekeeping services.

“Resident” includes any person who resides and occupies a suite in the Retirement Facility.

“Retirement Facility Budget” has the same meaning as attributed thereto in Section 3.5 hereof.

“Retirement Facility” means the building, structure, facility and business located at 601 – 110th Avenue, Tisdale, Sask. S0E-1T0

“Term” has the same meaning as attributed thereto in Section 2.1 hereof.

“Termination Fee” has the same meaning as attributed thereto in Section 10.1 hereof.

ARTICLE 2 - TERM

2.1 Term and Renewal

The term of this Agreement shall commence on the 1st day of April, 2016 and, unless sooner terminated in accordance with this Agreement, shall continue up to and including December 31, 2058.

ARTICLE 3– OPERATION OF BUSINESS

3.1 Appointment

- (a) The Owner hereby appoints the Manager and grants to the Manager, the sole and exclusive right to enter into, manage and operate the Retirement Facility, for and on behalf of the Owner in accordance with the terms and conditions herein set out. The Manager hereby accepts such engagement to manage the Retirement Facility and covenants and agrees that it will perform its duties and responsibilities hereunder.
- (b) The Owner hereby authorizes and grants to the Manager, the sole and exclusive right to provide services to all Residents and guests who may be entitled to enter into the Retirement Facility, to the extent that such services are provided to Residents.

3.2 General Manager

- (a) The Manager may employ a General Manager and supervisory staff for the Retirement Facility and retain necessary third party consulting, as shall be determined by the Manager to be necessary to be placed in charge of day to day operations of the Retirement Facility.
- (b) The remuneration of the General Manager and supervisory staff and third party consultants, including any benefits and out of pocket expenses including travel and hotel expenses in connection therewith, shall be paid for by the Manager from the Gross Revenue of the Retirement Facility as an Operating Expense.

3.3 Personnel

- (a) Subject to the terms hereinafter set out, all personnel rendering direct employment services to the Retirement Facility are employees of the Owner or that of a contracting employment service.
- (b) The selection of employees, their terms of employment and termination, including rates of compensation, and the supervision, direction training and assigning of duties of all employees shall be the duty and responsibility of and shall be determined by the Manager. All salaries and wages of such employees shall be paid by the Manager from the Gross Revenue of the Retirement Facility as an Operating Expense.
- (c) In addition, the Manager may enter into goods or service contracts for the supply of personnel, inventory, supplies, goods or services for the Retirement Facility, the expenses and fees of which shall be paid for by the Manager from the Gross Revenue of the Retirement Facility as an Operating Expense.

3.4 Duties of Manager

Subject to Sections 3.1, 3.2 and 3.3, in order to discharge its obligation as agent for the Owner, the Manager shall direct and control the management and operation of the Retirement Facility, render supervision, and control the performance of all services, and do or cause to be done all things it can reasonably do for the efficient and proper operation of the Retirement Facility in accordance with the requirements of this Agreement. Without limiting the generality of the foregoing, the Manager shall, as agent for and on and for the account of the Owner, subject to the terms of this Agreement:

- (a) establish all prices, price schedules, rates and rate schedules and, in connection therewith, supervise, direct and control the collection, receipt and giving of receipts for all room rentals, services or income of any nature from the Retirement Facility;

- (b) initiate, supervise and control the making of such ordinary day-to-day repairs and minor alterations of and to the Retirement Facility as the Manager may deem reasonably necessary to the proper maintenance and operation thereof;
- (c) oversee necessary entries in the suitable books of record, control and account in connection with the operations of the Retirement Facility;
- (d) grant and limit the credit of Residents and guests of the Retirement Facility;
- (e) negotiate and execute contracts in connection with the operation of the Retirement Facility in the normal course of business;
- (f) plan, prepare and contract for advertising and promotional programs for the Retirement Facility;
- (g) purchase inventories, replacement fixtures and equipment and other items used in the operation of the Retirement Facility in accordance with the terms and conditions herein;
- (h) negotiate and enter into service contracts required in operating the Retirement Facility, including, without limitation, contracts for electricity, gas, telephone, cleaning, vermin extermination, labour, food, laundry, maintenance and other services which the Manager deems advisable;
- (i) apply for, obtain and maintain in the name of the Owner or the Manager, as applicable, all licenses and permits required of the Owner or Manager in connection with the management and operation of the Retirement Facility;
- (j) hire, promote, discharge and supervise the work of consultants, administrators, assistant administrators, department heads and all operating and supervisory employees performing services in and about the Retirement Facility and all such other persons as may be necessary to the maintenance and operation of the Retirement Facility and to pay the wages and other remuneration of such persons;
- (k) negotiate with any labour union lawfully entitled to represent the employees of the Retirement Facility, the Manager may engage the services of lawyer/s and/or consultant/s, to represent the Owner in labour negotiations, the cost of which shall be paid from the Gross Revenue of the Retirement Facility as an Operating Expense;
- (l) purchase such food, beverages, operating supplies and other materials and supplies as may be needed from time to time in the course of the operation of the Retirement Facility and for the maintenance and operation thereof;
- (m) pay all realty, municipal and Retirement Facility taxes (if applicable), assessments and charges of every kind with respect to the Retirement Facility imposed on the

Owner by any governmental agency or authority to become due and payable from time to time.

3.5 Retirement Facility Budget

The Manager shall before the end of each Fiscal Year, deliver to the Owner the subsequent Fiscal Year budget (herein called the “**Retirement Facility Budget**”) which shall outline the revenues which the Manager expects the Retirement Facility to receive and the costs, charges, payments and expenditures which the Manager, considers may be made or incurred in the next ensuing Fiscal Year for the Retirement Facility.

3.6 Contracts

It is understood and agreed that the Manager has the sole discretion to enter into contracts in the course of managing the Retirement Facility.

3.7 Repairs

The Manager may without prior written approval of the Owner, make any repairs and take any other action which, in the discretion of the Manager, are necessary for the preservation and safety of the Business and the Retirement Facility or the safety of the tenants, licensees, Residents or other occupants thereof.

3.8 Bank Accounts

The Manager shall deposit in a bank account in the name of the Owner all Gross Revenues or monies otherwise received by the Manager from the Retirement Facility and shall pay or disburse such monies or receipts in satisfaction of the Operating Expenses of the Retirement Facility, including therewith the Management Fees payable hereunder for the Retirement Facility. The Manager may, to the extent such funds are available, pay the debt service on any mortgages or like encumbrances secured against the Retirement Facility or any part thereof out of such bank account. The Manager shall have signing authority on all bank accounts relating to the Retirement Facility. In the event that sufficient funds for the operation of the Retirement Facility are not generated from the Gross Revenue, the Owner shall provide to the Manager all additional funds required.

ARTICLE 4 - RECORDS

4.1 Accounting Systems

The Manager shall establish and supervise accounting and internal control systems. All such books of account and other records are the property of the Owner and shall be available for inspection by the Owner and/or its Accountants during business hours (Monday – Friday, 9:00 A.M. – 4:00 P.M.), upon receiving prior written notice from the owner (5 business days written notice required)

4.2 Books of Account

All books of account and other records will be made available to the Owner and/or its Accountants during business hours (Monday – Friday, 9:00 A.M. - 4:00 P.M.) for examination, audit, inspection and copying (5 business days written notice required). Any reasonable accounting review or audit of the books of account and other records will be at the expense of the Retirement Facility from Gross Revenue as an Operating Expense. Upon the termination of this Agreement, all such books of account and other records shall be turned over to the Owner so as to ensure the orderly continuation of the operation of the Retirement Facility.

4.3 Quarterly Reports

The Manager shall provide to the Owner, within twenty (20) business days after each Quarter end, (End of March= End of the First Quarter, End of June=End of the second Quarter, End of September=End of the Third Quarter, End of December=End of the Fourth Quarter) a copy of a Quarterly report of income and expenses.

ARTICLE 5- COMPENSATION OF MANAGER

5.1 Management Fee

Subject to the provisions of this Agreement, the management fee shall be calculated as the greater amount of 8% of the monthly Gross Revenue or \$8,500 (the “**Management Fee**”). The Management Fee, plus all applicable taxes, shall be payable no later than seven (7) days after the end of the month for the immediately preceding month.

ARTICLE 6– WORKING CAPITAL

6.1 Working Capital

The Owner acknowledges that the Manager shall not be required to use its own funds and is only to use funds provided by the Owner, as required from time to time, from the Retirement Facility, and from financing of the assets of same. The Manager shall not be responsible for any loss, damage or liability resulting from its failure to receive adequate working capital.

ARTICLE 7 - INSURANCE

7.1 Insurance

The Manager at the Owner's expense shall:

- (a) insure and keep insured on a replacement cost basis without deduction for depreciation, excluding foundations, the Retirement Facility against all risk perils, including fire, flood, lightning, explosion and any other perils which may reasonably be required by the Owner. Coverage will also include all Furniture,

Fixtures and Equipment and valuable papers and records on a replacement cost basis without deduction for depreciation;

- (b) maintain comprehensive general liability insurance, including professional liability, personal injury, property damage, contractual, non-owned automobile, employers liability, severability of interests clause, and a cross liability clause to the value of not less than Four Million Dollars (\$4,000,000.00);
- (c) effect and maintain business interruption insurance, for an indemnity period of not less than twelve (12) months which insurance shall include continued compensation of the Manager in accordance with Article 5 hereof and which insurance shall show the Manager as an additional insured;
- (d) maintain such other insurance in respect of the Retirement Facility and against such hazards as the Manager shall from time to time recommend to the Owner or the Owner from time to time deems advisable for protection against claims, liabilities and losses wheresoever determined or incurred arising out of or related to the operation of the Retirement Facility;
- (e) maintain insurance in respect of professional fees incurred in the event that consultants are necessary to assist the Manager and the Owner in the preparation of any insurance claim; and
- (f) procure and maintain all statutory insurance required in connection with the operation of the Retirement Facility, in such amounts as may be required under all applicable Laws.

7.2 Insured Parties

All insurance policies provided for by this Article shall include the Manager as an insured party as its interests appear in this Agreement and shall contain, in the case of insurance against damage or destruction, mortgagee endorsements in favour of the secured creditors of the Owner. No insurance policy may be cancelled or materially modified until at least thirty (30) days after notice has been given to the Owner and to the Manager.

7.3 Adjustment of Claims

Subject to the rights of any mortgagees, adjustment of claims with issuers of insurance policies will be made with the Owner and its risk manager.

7.4 Use of Insurance Proceeds

Subject to the rights of any mortgagee(s) or other secured creditor, the insurance proceeds shall be used for the purpose of restoring and refurbishing the Retirement Facility and the Business. In the event that there is any excess of proceeds, such excess shall be paid to the Owner and shall not be considered as part of Gross Revenue.

7.5 Reports by the Manager

The Manager shall investigate all accidents and claims for damage relating to the ownership, operation and maintenance of the Retirement Facility. The Manager shall cause to be made any and all reports required by an insurance company in connection with all insurable claims against or by the Owner.

ARTICLE 8 - LAWSUITS AND OBLIGATIONS

8.1 Notices to Owner

The Owner shall cause all notices which may in any way affect the obligations and responsibilities of the Manager, including any notices relating to permits or licenses, to be directly and/or immediately forwarded on receipt by the Owner to the Manager.

8.2 Notices to Manager

The Manager shall notify the Owner of any suits, proceedings or actions taken or commenced against the Manager or the Owner that may be related to the Retirement Facility or the operation thereof.

8.3 Appeals and Objections

The Manager shall, at the Owner's expense, in its own name and as attorney for the Owner, or in the name of the Owner, object to, contest the validity of, or appeal any tax, assessment, rate, levy, charge, law, by-law, ordinance, regulation, order or judgment of any court or authority or motion.

8.4 Lawsuits

On behalf of the Owner, at the Owner's expense, the Manager shall sue for, forgive payment, receive and give discharges for all charges, rent or other income from the Retirement Facility or lawfully cancel, modify or terminate any lease, license or admission agreement due to the breach thereof or the default thereunder by the tenant, licensee or Resident. The Manager shall also, at the Owner's expense, defend, settle, compound, compromise or submit to arbitration any accounts, claims or disputes in respect of such matters.

ARTICLE 9 - RIGHTS AND DUTIES OF OWNER

9.1 Owner Co-operation

Subject to the Manager's compliance with this Agreement, the Owner shall fully cooperate with the Manager in the management of the Retirement Facility and the performance of all obligations by the Manager assumed under and by virtue of this Agreement.

9.2 Manager Reimbursement

The Owner shall pay all costs and expenses of maintaining, operating and supervising the operations of the Retirement Facility where agreed pursuant to the terms of this Agreement, and shall reimburse the Manager for all funds expended or expenses incurred, with respect to which the Manager is entitled to reimbursement pursuant to this Agreement forthwith (the "**Expense Reimbursement**").

ARTICLE 10 - TERMINATION

10.1 Early Termination

The Manager's engagement may be terminated prior to the end of the Term as follows:

- (a) The Manager may earlier terminate this Agreement at any time upon first giving not less than six (6) month notice of termination to the owner.
- (b) The owner may earlier terminate this Agreement at any time upon first giving not less than six (6) month notice of termination and the Owner shall also pay the Manager a Termination Fee (the "**Termination Fee**") of Two Hundred Thousand Dollars (\$200,000) plus applicable taxes on or prior to the termination date.

10.2 Events on Termination

In the event of termination of this Agreement, the following shall apply:

- (a) On the date of termination, the Manager shall peaceably quit, leave and relinquish the Retirement Facility to the Owner and, for greater certainty, this shall include, without limitation, the Furniture, Fixtures and Equipment delivered to the Manager as of the Effective Date, subject to additions, deletions and substitutions permitted herein thereto from time to time during the Term and any renewal thereof, and the books and records of the Manager as they relate to the Retirement Facility;
- (b) Unless sooner terminated, the License Agreement, if any, shall also terminate on the date of termination of this Agreement, provided however, that the Owner shall not be relieved from any obligation that shall have accrued under the License Agreement to the date of termination that is specifically expressed to survive termination. Subject to the provisions of any other agreement made between the Manager and the Owner or their respective associates and/or affiliates, forthwith upon termination of this Agreement, the Owner shall immediately discontinue the use of the Caleb Marks in respect of the Retirement Facility and comply with all obligations of the Owner under the License Agreement upon such termination, including without limitation the return to the Manager or, at the election of the Manager, the destruction of all materials and documentation relating to the Caleb Marks in the possession or control of the Owner; and

- (c) On the date of termination, subject to the amounts payable to the Manager pursuant to applicable provisions of Section 5.1, the right of the Manager to any other amounts, including, without limitation, Management Fees, Expense Reimbursement or Termination Fee, for the period after termination or any damages in connection therewith shall be terminated.

ARTICLE 11- COVENANTS BY OWNER

11.1 Owner Covenants

The Owner hereby covenants to:

- (a) permit the Manager to enter into, manage and operate the Retirement Facility as of the Effective Date and to continue to operate the Retirement Facility during the Term and in order that the Manager may discharge its obligations herein and operate the Retirement Facility during the whole of the Term in accordance with the terms, conditions and spirit of this Agreement; and
- (b) pay the debt service on any mortgages or like encumbrances secured against the Retirement Facility or any part thereof.

11.2 Owner Indemnity

The Owner agrees to indemnify and save the Manager harmless from and against all claims, demands, loss, damages, costs and expenses of any nature or kind which the Manager shall hereafter suffer or incur or for which it may be liable in the performance of any services hereunder solely as agent for the Owner, save and except those claims, demands, losses, damages, costs or expenses incurred as a consequence of the negligence or misconduct of the Manager.

ARTICLE 12 - ARBITRATION

12.1 Arbitration

If a contractual dispute occurs between the parties hereto which cannot be resolved by the provisions hereof or by agreement of the parties, the matter in dispute shall be resolved by arbitration. Either party to the dispute may at any time require arbitration by giving written notice thereof to the other party hereto setting out in reasonable detail the issue in dispute. The dispute shall be determined by a single arbitrator mutually appointed by the parties provided the parties can agree upon one within ten (10) days from the receipt of the notice. Failing such mutual appointment an arbitrator shall be appointed by a judge of the Court of Queen's Bench, upon the application of either of the parties and the said judge shall be entitled to act as such arbitrator if the parties agree. The arbitration shall proceed in accordance with the provisions of *The Arbitration Act, 1992* (Saskatchewan) and shall be completed within thirty (30) days of the arbitrator's appointment unless otherwise extended by the mutual agreement of the Manager and the Owner. The

decision arrived at by the arbitrator shall be final and binding and no appeal shall be there from to the fullest extent permitted by Law.

ARTICLE 13- ASSIGNMENT

13.1 Assignment by Manager

The Manager shall have the right to assign this Agreement with the prior written consent of the Owner (such consent shall not be unreasonably withheld).

ARTICLE 14 - GENERAL

14.1 Notices

Any notice or other document to be given by any party hereto to any other party shall be in writing and may be given by personal delivery, telecopier, electronic mail or by registered mail. Any notice directed to any party shall be addressed to it as follows:

(a) to the Owner at:

Voyager Retirement II Genpar Inc.

c/o: #1 - 123 Pinehouse Drive
Saskatoon, SK. S7K 5W1
Attention: Darrell J. Remail
Email: dremai@calebgroup.ca

(b) to the Manager at:

Caleb Management Ltd.
c/o : #1 -123 Pinehouse Drive
Saskatoon, SK. S7K 5W1
Attention: Sirous Tosh
Email: stosh@calebgroup.ca

Any notice or other documents aforesaid, if delivered, shall be deemed to have been given or made on the date on which it was delivered or, if mailed, shall be deemed to have been given or made on the fifth (5th) business day following the date on which it was mailed. Any notice, report, direction, request or other document delivered by electronic mail, or by telecopier in accordance herewith shall be deemed to have been received by and given to the addressee on the next banking date after the date of delivery or transmission. A banking day for the purposes of this Agreement shall be a day when the head office of the Royal Bank of Canada in the City of Saskatoon is open for normal banking business. The parties hereto may change any address for notices hereunder, from time to time, by notice given in accordance with the foregoing.

14.2 Modification

No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

14.3 Binding Agreement

Subject to any restrictions on transfers and encumbrances set forth herein, this Agreement shall enure to the benefit of and be binding upon the undersigned and their respective administrators, legal representatives, successors and assigns. Whenever, in this instrument, a reference to any party is made, such reference shall be deemed to include a reference to the administrators, legal representatives, successors and assigns of such party.

14.4 Time of the Essence

Time to be of the essence of this Agreement and every part thereof.

14.5 Approvals

Whenever any provision of this Agreement requires the approval of either party then such approval shall be given or denied promptly, unless otherwise specified in this Agreement.

14.6 Proper Law

This Agreement is to be governed and interpreted in accordance with the laws of the Province of Saskatchewan. In the event of a dispute arising in this Agreement (not settled by arbitration) that results in litigation, such litigation shall be filed only in a court of competent jurisdiction in the Province of Saskatchewan.

14.7 Cumulative Remedies

No remedy herein conferred upon or reserved to any party shall exclude any other remedy, but each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14.8 Invalidity

If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement or the application of such provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

14.9 Force Majeure

Notwithstanding any other provision of this Agreement, whenever and to the extent that any party to this Agreement shall be unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation (other than the payment of any monies) under any provision of this Agreement by reason of:

- (a) strike;
- (b) lock-out;
- (c) war or acts of military authority;
- (d) rebellion or civil commotion;
- (e) material or labour shortage not within the control of either party;
- (f) fire or explosion;
- (g) flood, wind, water, earthquake or other casualty;
- (h) any event or matter not wholly or mainly within the control of the party having the obligation; or
- (i) act of God;

not caused by the default or act of or omission by such party and not avoidable by the exercise of reasonable effort or foresight by it, then, so long as any such impediment exists, such party shall be relieved from the fulfillment of such obligation and the other party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned and the time for fulfillment of such obligation shall be extended accordingly.

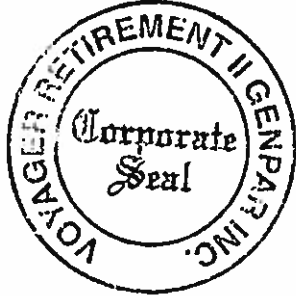
14.10 Waiver Provisions

The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provisions hereof shall be deemed to have been made unless expressed in writing and signed by such party.

14.11 Headings

The article and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto, each intending to be legally bound, have executed this agreement as of the day and year first above written.



VOYAGER RETIREMENT II LP,
a limited partnership, by its General Partner,
Voyager Retirement II Genpar Inc

Per:  _____

Name: Darrell J. Remai

Title: A.S.O.

I have authority to bind the Limited Partnership



CALEB MANAGEMENT LTD.

Per:  _____

Name: Sirous Tosh

Title: A.S.O.

I have authority to bind Corporation

March 24 2016

Voyager Retirement III Genpar Inc.

Dear Mr. Zakreski;

Please find enclosed for filing the updated Management Agreement and supported resolutions documents between Voyager Retirement III LP and Caleb Management Ltd. The originals will be couriered to your office today. No advise is required.

VOVAGER RETIREMENT III LP.
A Limited Partnership, by its General Partner,
Voyager Retirement III Genpar Inc.

Per:  _____



RESOLUTIONS OF THE SOLE DIRECTOR OF CALEB MANAGEMENT LTD. (THE "CORPORATION")
MADE AND PASSED PURSUANT TO SECTION 112 OF *THE BUSINESS CORPORATION ACT*
(SASKATCHEWAN), AS OF THE 1ST DAY OF APRIL, 2016.

The sole director of the Corporation, by his signature hereto, resolves as follows:

1. That the resolutions herein passed are made in accordance with Section 112 of *The Business Corporations Act* (Saskatchewan) and are in lieu of a meeting;
2. That the Management Agreement between the Corporation, as the Manager for and on behalf of Caleb Management Ltd. and Voyager Retirement III Genpar Inc., as Owner, dated effective from the 1st day of April, 2016, is hereby ratified and approved, the same being reasonable and fair to the Corporation. Any director or officer, is hereby authorized to execute and deliver the Management Agreement, under the corporate seal of the Corporation or otherwise, subject to such amendments or modifications which the directors or any one of them deems necessary or advisable;
3. That any director or officer be and is hereby authorized and directed, on behalf of the Corporation, to do all such acts and things and to execute or cause to be executed, whether under corporate seal of the Corporation or otherwise, all deeds, transfers, assignments, agreements, elections and documents as may be necessary or desirable to more fully give effect to these resolutions.

The undersigned, being the sole director of the Corporation, hereby consents to the resolutions herein recorded in lieu of a meeting as evidenced by his signature set out below.



Sirous Tosh, Director

RESOLUTIONS OF THE SOLE DIRECTOR OF VOYAGER RETIREMENT III GENPAR INC. (THE "CORPORATION") MADE AND PASSED PURSUANT TO SECTION 112 OF *THE BUSINESS CORPORATION ACT* (SASKATCHEWAN), AS OF THE 1ST DAY OF APRIL, 2016.

The sole director of the Corporation, by his signature hereto, resolves as follows:

1. That the resolutions herein passed are made in accordance with Section 112 of *The Business Corporations Act* (Saskatchewan) and are in lieu of a meeting;
2. That the Management Agreement between the Corporation, as General Partner for and on behalf of Voyager Retirement III LP, as Owner, and Caleb Management Ltd. as the Manager, dated effective from the 1st day of April, 2016, is hereby ratified and approved, the same being reasonable and fair to the Corporation. Any director or officer, is hereby authorized to execute and deliver the Management Agreement, under the corporate seal of the Corporation or otherwise, subject to such amendments or modifications which the directors or any one of them deems necessary or advisable;
3. That any director or officer be and is hereby authorized and directed, on behalf of the Corporation, to do all such acts and things and to execute or cause to be executed, whether under corporate seal of the Corporation or otherwise, all deeds, transfers, assignments, agreements, elections and documents as may be necessary or desirable to more fully give effect to these resolutions.

The undersigned, being the sole director of the Corporation, hereby consents to the resolutions herein recorded in lieu of a meeting as evidenced by his signature set out below.



Darrell J. Remai, Director

MANAGEMENT AGREEMENT

THIS AGREEMENT made as of and to take effect from the 1st day of April 2016

BETWEEN:

**VOYAGER RETIREMENT III LP, a limited partnership, by
its General Partner, VOYAGER RETIREMENT III GENPAR
INC. (the "Owner")**

OF THE FIRST PART

AND:

CALEB MANAGEMENT LTD.

(the "Manager")

OF THE SECOND PART

WHEREAS the Owner is the owner of a Retirement Home, located at 680 – 7th Avenue East, Melville, Saskatchewan, S0A-2P1 (the "**Retirement Facility**");

AND WHEREAS the Owner wishes to engage the Manager to manage and operate the Retirement Facility and the Manager agrees to accept such engagement and to enter into this Agreement with the Owner for that purpose in accordance with the terms and conditions herein set out.

NOW THEREFORE in consideration of the premises and covenants set forth in this Agreement, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions

In this Agreement, the following terms shall have the following respective meanings, unless the context requires otherwise:

"**Agreement**" means the within agreement, and includes any schedules hereto and amendment made pursuant to the terms hereof.

"**Accountants**" means the firm of Chartered Professional Accountants selected by the Owner as the accountants or auditors of the Owner, from time to time.

"**Business**" means the business of operating the Retirement Facility.

"**Effective Date**" means the date of this Agreement referred to above.

“Expense Reimbursement” has the same meaning as attributed thereto in Section 9.2 hereof.

“Fiscal Year” means the twelve month period ending on December 31.

“Furniture, Fixtures and Equipment” means all furniture, furnishings, fixtures and equipment owned and used and held for use in connection with the Retirement Facility including, without limitation, carpeting and other floor coverings, draperies, paintings, bedspreads, television sets, fridges, stoves, office furniture and equipment, specialized retirement facility equipment and equipment required for the operation of kitchens, laundries and recreational facilities.

“GAAP” means generally accepted accounting principles consistently applied, as defined in the handbook of the Chartered Professional Accountants of Canada, as amended from time to time.

“Gross Revenue” means all revenue of the Retirement Facility from sales and rentals of suites, second occupant charges, guest suite revenues, guest meals revenues, commercial rentals and realty leases, lifestyle packages, other rental revenue and parking charges relating to the foregoing.

“Law” means, with respect to any Person, property, transaction, event or other matter, any law, rule, statute, regulation, municipal by-law, order, judgment, decree, treaty or other requirement having the force of law relating or applicable to such Person, property, transaction, event or other matter. Applicable Law also includes, where appropriate, any interpretation of the Law (or any part thereof) by any court, tribunal or other judicial or governmental authority having jurisdiction, or charged with its administration or interpretation.

“License Agreement” means any license agreement made between the Manager as licensor and the Owner as licensee in connection with the license to use of the name and trademark “Caleb Village” and/or such other names, trademarks and logos as may be designated by the Manager for use by the Owner (collectively, the **“Caleb Marks”**) in connection with the Retirement Facility.

“Management Fee” has the same meaning as attributed thereto in Section 5.1 hereof.

“Operating Expenses” means all expenses attributable to the Retirement Facility including, without limiting the generality of the following, the aggregate, without duplication, of all outlays made by the Retirement Facility during the fiscal period in question in connection with the operation of the Retirement Facility, specifically including real property taxes and the costs and expenses of insuring buildings, and also including, without limitation, business interruption insurance and other forms of insurance which may be required from time to time; cleaning, snow removal, garbage and waste collection and disposal and landscape maintenance; lighting, electricity and utilities; policing, security and supervision, if required; cost of the rental of any equipment and signs; cost of building supplies used in the maintenance of the Retirement

Facility, labour negotiations, if required, all repairs and replacements to the Retirement Facility and to the system, facilities and equipment servicing the Retirement Facility; professional fees directly attributable to the operation of the Retirement Facility; Management Fees, advertising and other costs incurred in connection with the occupancy, furnishing or supplying of suites in the Retirement Facility including commissions; all other expenses connected with the maintenance and operation of the Retirement Facility as residential retirement facility including expenses relating to food, laundry and housekeeping services.

“**Resident**” includes any person who resides and occupies a suite in the Retirement Facility.

“**Retirement Facility Budget**” has the same meaning as attributed thereto in Section 3.5 hereof.

“**Retirement Facility**” means the building, structure, facility and business located at 680 – 7th Avenue East, Melville, Sask. S0A-2P1

“**Term**” has the same meaning as attributed thereto in Section 2.1 hereof.

“**Termination Fee**” has the same meaning as attributed thereto in Section 10.1 hereof.

ARTICLE 2 - TERM

2.1 Term and Renewal

The term of this Agreement shall commence on the 1st day of April, 2016 and, unless sooner terminated in accordance with this Agreement, shall continue up to and including December 31, 2058.

ARTICLE 3– OPERATION OF BUSINESS

3.1 Appointment

- (a) The Owner hereby appoints the Manager and grants to the Manager, the sole and exclusive right to enter into, manage and operate the Retirement Facility, for and on behalf of the Owner in accordance with the terms and conditions herein set out. The Manager hereby accepts such engagement to manage the Retirement Facility and covenants and agrees that it will perform its duties and responsibilities hereunder.
- (b) The Owner hereby authorizes and grants to the Manager, the sole and exclusive right to provide services to all Residents and guests who may be entitled to enter into the Retirement Facility, to the extent that such services are provided to Residents.

3.2 General Manager

- (a) The Manager may employ a General Manager and supervisory staff for the Retirement Facility and retain necessary third party consulting, as shall be determined by the Manager to be necessary to be placed in charge of day to day operations of the Retirement Facility.
- (b) The remuneration of the General Manager and supervisory staff and third party consultants, including any benefits and out of pocket expenses including travel and hotel expenses in connection therewith, shall be paid for by the Manager from the Gross Revenue of the Retirement Facility as an Operating Expense.

3.3 Personnel

- (a) Subject to the terms hereinafter set out, all personnel rendering direct employment services to the Retirement Facility are employees of the Owner or that of a contracting employment service.
- (b) The selection of employees, their terms of employment and termination, including rates of compensation, and the supervision, direction training and assigning of duties of all employees shall be the duty and responsibility of and shall be determined by the Manager. All salaries and wages of such employees shall be paid by the Manager from the Gross Revenue of the Retirement Facility as an Operating Expense.
- (c) In addition, the Manager may enter into goods or service contracts for the supply of personnel, inventory, supplies, goods or services for the Retirement Facility, the expenses and fees of which shall be paid for by the Manager from the Gross Revenue of the Retirement Facility as an Operating Expense.

3.4 Duties of Manager

Subject to Sections 3.1, 3.2 and 3.3, in order to discharge its obligation as agent for the Owner, the Manager shall direct and control the management and operation of the Retirement Facility, render supervision, and control the performance of all services, and do or cause to be done all things it can reasonably do for the efficient and proper operation of the Retirement Facility in accordance with the requirements of this Agreement. Without limiting the generality of the foregoing, the Manager shall, as agent for and on and for the account of the Owner, subject to the terms of this Agreement:

- (a) establish all prices, price schedules, rates and rate schedules and, in connection therewith, supervise, direct and control the collection, receipt and giving of receipts for all room rentals, services or income of any nature from the Retirement Facility;

- (b) initiate, supervise and control the making of such ordinary day-to-day repairs and minor alterations of and to the Retirement Facility as the Manager may deem reasonably necessary to the proper maintenance and operation thereof;
- (c) oversee necessary entries in the suitable books of record, control and account in connection with the operations of the Retirement Facility;
- (d) grant and limit the credit of Residents and guests of the Retirement Facility;
- (e) negotiate and execute contracts in connection with the operation of the Retirement Facility in the normal course of business;
- (f) plan, prepare and contract for advertising and promotional programs for the Retirement Facility;
- (g) purchase inventories, replacement fixtures and equipment and other items used in the operation of the Retirement Facility in accordance with the terms and conditions herein;
- (h) negotiate and enter into service contracts required in operating the Retirement Facility, including, without limitation, contracts for electricity, gas, telephone, cleaning, vermin extermination, labour, food, laundry, maintenance and other services which the Manager deems advisable;
- (i) apply for, obtain and maintain in the name of the Owner or the Manager, as applicable, all licenses and permits required of the Owner or Manager in connection with the management and operation of the Retirement Facility;
- (j) hire, promote, discharge and supervise the work of consultants, administrators, assistant administrators, department heads and all operating and supervisory employees performing services in and about the Retirement Facility and all such other persons as may be necessary to the maintenance and operation of the Retirement Facility and to pay the wages and other remuneration of such persons;
- (k) negotiate with any labour union lawfully entitled to represent the employees of the Retirement Facility, the Manager may engage the services of lawyer/s and/or consultant/s, to represent the Owner in labour negotiations. the cost of which shall be paid from the Gross Revenue of the Retirement Facility as an Operating Expense;
- (l) purchase such food, beverages, operating supplies and other materials and supplies as may be needed from time to time in the course of the operation of the Retirement Facility and for the maintenance and operation thereof;
- (m) pay all realty, municipal and Retirement Facility taxes (if applicable), assessments and charges of every kind with respect to the Retirement Facility imposed on the

Owner by any governmental agency or authority to become due and payable from time to time.

3.5 Retirement Facility Budget

The Manager shall before the end of each Fiscal Year, deliver to the Owner the subsequent Fiscal Year budget (herein called the “**Retirement Facility Budget**”) which shall outline the revenues which the Manager expects the Retirement Facility to receive and the costs, charges, payments and expenditures which the Manager, considers may be made or incurred in the next ensuing Fiscal Year for the Retirement Facility.

3.6 Contracts

It is understood and agreed that the Manager has the sole discretion to enter into contracts in the course of managing the Retirement Facility.

3.7 Repairs

The Manager may without prior written approval of the Owner, make any repairs and take any other action which, in the discretion of the Manager, are necessary for the preservation and safety of the Business and the Retirement Facility or the safety of the tenants, licensees, Residents or other occupants thereof.

3.8 Bank Accounts

The Manager shall deposit in a bank account in the name of the Owner all Gross Revenues or monies otherwise received by the Manager from the Retirement Facility and shall pay or disburse such monies or receipts in satisfaction of the Operating Expenses of the Retirement Facility, including therewith the Management Fees payable hereunder for the Retirement Facility. The Manager may, to the extent such funds are available, pay the debt service on any mortgages or like encumbrances secured against the Retirement Facility or any part thereof out of such bank account. The Manager shall have signing authority on all bank accounts relating to the Retirement Facility. In the event that sufficient funds for the operation of the Retirement Facility are not generated from the Gross Revenue, the Owner shall provide to the Manager all additional funds required.

ARTICLE 4 - RECORDS

4.1 Accounting Systems

The Manager shall establish and supervise accounting and internal control systems. All such books of account and other records are the property of the Owner and shall be available for inspection by the Owner and/or its Accountants during business hours (Monday – Friday, 9:00 A.M. – 4:00 P.M.), upon receiving prior written notice from the owner (5 business days written notice required)

4.2 Books of Account

All books of account and other records will be made available to the Owner and/or its Accountants during business hours (Monday – Friday, 9:00 A.M. - 4:00 P.M.) for examination, audit, inspection and copying (5 business days written notice required). Any reasonable accounting review or audit of the books of account and other records will be at the expense of the Retirement Facility from Gross Revenue as an Operating Expense. Upon the termination of this Agreement, all such books of account and other records shall be turned over to the Owner so as to ensure the orderly continuation of the operation of the Retirement Facility.

4.3 Quarterly Reports

The Manager shall provide to the Owner, within twenty (20) business days after each Quarter end, (End of March= End of the First Quarter, End of June=End of the second Quarter, End of September=End of the Third Quarter, End of December=End of the Fourth Quarter) a copy of a Quarterly report of income and expenses.

ARTICLE 5- COMPENSATION OF MANAGER

5.1 Management Fee

Subject to the provisions of this Agreement, the management fee shall be calculated as the greater amount of 8% of the monthly Gross Revenue or \$8,500 (the “**Management Fee**”). The Management Fee, plus all applicable taxes, shall be payable no later than seven (7) days after the end of the month for the immediately preceding month.

ARTICLE 6– WORKING CAPITAL

6.1 Working Capital

The Owner acknowledges that the Manager shall not be required to use its own funds and is only to use funds provided by the Owner, as required from time to time, from the Retirement Facility, and from financing of the assets of same. The Manager shall not be responsible for any loss, damage or liability resulting from its failure to receive adequate working capital.

ARTICLE 7 - INSURANCE

7.1 Insurance

The Manager at the Owner's expense shall:

- (a) insure and keep insured on a replacement cost basis without deduction for depreciation, excluding foundations, the Retirement Facility against all risk perils, including fire, flood, lightning, explosion and any other perils which may reasonably be required by the Owner. Coverage will also include all Furniture,

Fixtures and Equipment and valuable papers and records on a replacement cost basis without deduction for depreciation;

- (b) maintain comprehensive general liability insurance, including professional liability, personal injury, property damage, contractual, non-owned automobile, employers liability, severability of interests clause, and a cross liability clause to the value of not less than Four Million Dollars (\$4,000,000.00);
- (c) effect and maintain business interruption insurance, for an indemnity period of not less than twelve (12) months which insurance shall include continued compensation of the Manager in accordance with Article 5 hereof and which insurance shall show the Manager as an additional insured;
- (d) maintain such other insurance in respect of the Retirement Facility and against such hazards as the Manager shall from time to time recommend to the Owner or the Owner from time to time deems advisable for protection against claims, liabilities and losses wheresoever determined or incurred arising out of or related to the operation of the Retirement Facility;
- (e) maintain insurance in respect of professional fees incurred in the event that consultants are necessary to assist the Manager and the Owner in the preparation of any insurance claim; and
- (f) procure and maintain all statutory insurance required in connection with the operation of the Retirement Facility, in such amounts as may be required under all applicable Laws.

7.2 Insured Parties

All insurance policies provided for by this Article shall include the Manager as an insured party as its interests appear in this Agreement and shall contain, in the case of insurance against damage or destruction, mortgagee endorsements in favour of the secured creditors of the Owner. No insurance policy may be cancelled or materially modified until at least thirty (30) days after notice has been given to the Owner and to the Manager.

7.3 Adjustment of Claims

Subject to the rights of any mortgagees, adjustment of claims with issuers of insurance policies will be made with the Owner and its risk manager.

7.4 Use of Insurance Proceeds

Subject to the rights of any mortgagee(s) or other secured creditor, the insurance proceeds shall be used for the purpose of restoring and refurbishing the Retirement Facility and the Business. In the event that there is any excess of proceeds, such excess shall be paid to the Owner and shall not be considered as part of Gross Revenue.

7.5 Reports by the Manager

The Manager shall investigate all accidents and claims for damage relating to the ownership, operation and maintenance of the Retirement Facility. The Manager shall cause to be made any and all reports required by an insurance company in connection with all insurable claims against or by the Owner.

ARTICLE 8 - LAWSUITS AND OBLIGATIONS

8.1 Notices to Owner

The Owner shall cause all notices which may in any way affect the obligations and responsibilities of the Manager, including any notices relating to permits or licenses, to be directly and/or immediately forwarded on receipt by the Owner to the Manager.

8.2 Notices to Manager

The Manager shall notify the Owner of any suits, proceedings or actions taken or commenced against the Manager or the Owner that may be related to the Retirement Facility or the operation thereof.

8.3 Appeals and Objections

The Manager shall, at the Owner's expense, in its own name and as attorney for the Owner, or in the name of the Owner, object to, contest the validity of, or appeal any tax, assessment, rate, levy, charge, law, by-law, ordinance, regulation, order or judgment of any court or authority or motion.

8.4 Lawsuits

On behalf of the Owner, at the Owner's expense, the Manager shall sue for, forgive payment, receive and give discharges for all charges, rent or other income from the Retirement Facility or lawfully cancel, modify or terminate any lease, license or admission agreement due to the breach thereof or the default thereunder by the tenant, licensee or Resident. The Manager shall also, at the Owner's expense, defend, settle, compound, compromise or submit to arbitration any accounts, claims or disputes in respect of such matters.

ARTICLE 9 - RIGHTS AND DUTIES OF OWNER

9.1 Owner Co-operation

Subject to the Manager's compliance with this Agreement, the Owner shall fully cooperate with the Manager in the management of the Retirement Facility and the performance of all obligations by the Manager assumed under and by virtue of this Agreement.

9.2 Manager Reimbursement

The Owner shall pay all costs and expenses of maintaining, operating and supervising the operations of the Retirement Facility where agreed pursuant to the terms of this Agreement, and shall reimburse the Manager for all funds expended or expenses incurred, with respect to which the Manager is entitled to reimbursement pursuant to this Agreement forthwith (the "**Expense Reimbursement**").

ARTICLE 10 - TERMINATION

10.1 Early Termination

The Manager's engagement may be terminated prior to the end of the Term as follows:

- (a) The Manager may earlier terminate this Agreement at any time upon first giving not less than six (6) month notice of termination to the owner.
- (b) The owner may earlier terminate this Agreement at any time upon first giving not less than six (6) month notice of termination and the Owner shall also pay the Manager a Termination Fee (the "**Termination Fee**") of Two Hundred Thousand Dollars (\$200,000) plus applicable taxes on or prior to the termination date.

10.2 Events on Termination

In the event of termination of this Agreement, the following shall apply:

- (a) On the date of termination, the Manager shall peaceably quit, leave and relinquish the Retirement Facility to the Owner and, for greater certainty, this shall include, without limitation, the Furniture, Fixtures and Equipment delivered to the Manager as of the Effective Date, subject to additions, deletions and substitutions permitted herein thereto from time to time during the Term and any renewal thereof, and the books and records of the Manager as they relate to the Retirement Facility;
- (b) Unless sooner terminated, the License Agreement, if any, shall also terminate on the date of termination of this Agreement, provided however, that the Owner shall not be relieved from any obligation that shall have accrued under the License Agreement to the date of termination that is specifically expressed to survive termination. Subject to the provisions of any other agreement made between the Manager and the Owner or their respective associates and/or affiliates, forthwith upon termination of this Agreement, the Owner shall immediately discontinue the use of the Caleb Marks in respect of the Retirement Facility and comply with all obligations of the Owner under the License Agreement upon such termination, including without limitation the return to the Manager or, at the election of the Manager, the destruction of all materials and documentation relating to the Caleb Marks in the possession or control of the Owner; and

- (c) On the date of termination, subject to the amounts payable to the Manager pursuant to applicable provisions of Section 5.1, the right of the Manager to any other amounts, including, without limitation, Management Fees, Expense Reimbursement or Termination Fee, for the period after termination or any damages in connection therewith shall be terminated.

ARTICLE 11- COVENANTS BY OWNER

11.1 Owner Covenants

The Owner hereby covenants to:

- (a) permit the Manager to enter into, manage and operate the Retirement Facility as of the Effective Date and to continue to operate the Retirement Facility during the Term and in order that the Manager may discharge its obligations herein and operate the Retirement Facility during the whole of the Term in accordance with the terms, conditions and spirit of this Agreement; and
- (b) pay the debt service on any mortgages or like encumbrances secured against the Retirement Facility or any part thereof.

11.2 Owner Indemnity

The Owner agrees to indemnify and save the Manager harmless from and against all claims, demands, loss, damages, costs and expenses of any nature or kind which the Manager shall hereafter suffer or incur or for which it may be liable in the performance of any services hereunder solely as agent for the Owner, save and except those claims, demands, losses, damages, costs or expenses incurred as a consequence of the negligence or misconduct of the Manager.

ARTICLE 12 - ARBITRATION

12.1 Arbitration

If a contractual dispute occurs between the parties hereto which cannot be resolved by the provisions hereof or by agreement of the parties, the matter in dispute shall be resolved by arbitration. Either party to the dispute may at any time require arbitration by giving written notice thereof to the other party hereto setting out in reasonable detail the issue in dispute. The dispute shall be determined by a single arbitrator mutually appointed by the parties provided the parties can agree upon one within ten (10) days from the receipt of the notice. Failing such mutual appointment an arbitrator shall be appointed by a judge of the Court of Queen's Bench, upon the application of either of the parties and the said judge shall be entitled to act as such arbitrator if the parties agree. The arbitration shall proceed in accordance with the provisions of *The Arbitration Act, 1992 (Saskatchewan)* and shall be completed within thirty (30) days of the arbitrator's appointment unless otherwise extended by the mutual agreement of the Manager and the Owner. The

decision arrived at by the arbitrator shall be final and binding and no appeal shall be there from to the fullest extent permitted by Law.

ARTICLE 13- ASSIGNMENT

13.1 Assignment by Manager

The Manager shall have the right to assign this Agreement with the prior written consent of the Owner (such consent shall not be unreasonably withheld).

ARTICLE 14 - GENERAL

14.1 Notices

Any notice or other document to be given by any party hereto to any other party shall be in writing and may be given by personal delivery, telecopier, electronic mail or by registered mail. Any notice directed to any party shall be addressed to it as follows:

(a) to the Owner at:

Voyager Retirement III Genpar Inc.

c/o: #1 - 123 Pinchouse Drive
Saskatoon, SK. S7K 5W1
Attention: Darrell J. Remail
Email: dremail@calebgroup.ca

(b) to the Manager at:

Caleb Management Ltd.
c/o : #1 -123 Pinchouse Drive
Saskatoon, SK. S7K 5W1
Attention: Sirous Tosh
Email: stosh@calebgroup.ca

Any notice or other documents aforesaid, if delivered, shall be deemed to have been given or made on the date on which it was delivered or, if mailed, shall be deemed to have been given or made on the fifth (5th) business day following the date on which it was mailed. Any notice, report, direction, request or other document delivered by electronic mail, or by telecopier in accordance herewith shall be deemed to have been received by and given to the addressee on the next banking date after the date of delivery or transmission. A banking day for the purposes of this Agreement shall be a day when the head office of the Royal Bank of Canada in the City of Saskatoon is open for normal banking business. The parties hereto may change any address for notices hereunder, from time to time, by notice given in accordance with the foregoing.

14.2 Modification

No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

14.3 Binding Agreement

Subject to any restrictions on transfers and encumbrances set forth herein, this Agreement shall enure to the benefit of and be binding upon the undersigned and their respective administrators, legal representatives, successors and assigns. Whenever, in this instrument, a reference to any party is made, such reference shall be deemed to include a reference to the administrators, legal representatives, successors and assigns of such party.

14.4 Time of the Essence

Time to be of the essence of this Agreement and every part thereof.

14.5 Approvals

Whenever any provision of this Agreement requires the approval of either party then such approval shall be given or denied promptly, unless otherwise specified in this Agreement.

14.6 Proper Law

This Agreement is to be governed and interpreted in accordance with the laws of the Province of Saskatchewan. In the event of a dispute arising in this Agreement (not settled by arbitration) that results in litigation, such litigation shall be filed only in a court of competent jurisdiction in the Province of Saskatchewan.

14.7 Cumulative Remedies

No remedy herein conferred upon or reserved to any party shall exclude any other remedy, but each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

14.8 Invalidity

If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement or the application of such provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

14.9 Force Majeure

Notwithstanding any other provision of this Agreement, whenever and to the extent that any party to this Agreement shall be unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation (other than the payment of any monies) under any provision of this Agreement by reason of:

- (a) strike;
- (b) lock-out;
- (c) war or acts of military authority;
- (d) rebellion or civil commotion;
- (e) material or labour shortage not within the control of either party;
- (f) fire or explosion;
- (g) flood, wind, water, earthquake or other casualty;
- (h) any event or matter not wholly or mainly within the control of the party having the obligation; or
- (i) act of God;

not caused by the default or act of or omission by such party and not avoidable by the exercise of reasonable effort or foresight by it. then, so long as any such impediment exists, such party shall be relieved from the fulfillment of such obligation and the other party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned and the time for fulfillment of such obligation shall be extended accordingly.

14.10 Waiver Provisions

The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provisions hereof shall be deemed to have been made unless expressed in writing and signed by such party.

14.11 Headings

The article and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto, each intending to be legally bound, have executed this agreement as of the day and year first above written.



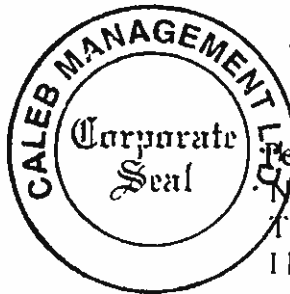
VOYAGER RETIREMENT III LP,
a limited partnership, by its General Partner,
Voyager Retirement III Genpar Inc.

Per:  _____

Name: Darrell J. Remai

Title: A.S.O.

I have authority to bind the Limited Partnership



CALEB MANAGEMENT LTD.

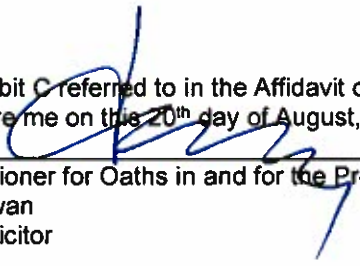
Per:  _____

Name: Siros Tosh

Title: A.S.O.

I have authority to bind Corporation

This is Exhibit C referred to in the Affidavit of CELIA-ANN KOTURBASH,
sworn before me on this 20th day of August, 2021.



A Commissioner for Oaths in and for the Province of
Saskatchewan
Being a Solicitor

ASSIGNMENT OF SECURITY

THIS ASSIGNMENT made the 1st day of July, 2019.

BETWEEN:

624309 SASKATCHEWAN LTD.

("ASSIGNOR")

-and-

CALEB MANAGEMENT LTD.

("ASSIGNEE")

WHEREAS the Assignor granted a loan (the "Loan") to Voyager Retirement II Limited Partnership (the "Debtor") and as security therefor, obtained a promissory note and mortgage in the amount of \$450,000.00 dated November 17, 2014, copies of which are attached hereto as Schedule "A" (the "Security");

FOR VALUABLE CONSIDERATION (the delivery of which shall be made by the Assignee concurrent with the execution of the within Assignment):

1. **THE ASSIGNOR**, hereby sells, assigns, transfers and sets over to the Assignee, on a without recourse basis, and without representation or warranty, the following:

- (i) all of its right, title and interest in the Security and under any additional security executed in connection therewith; and
- (ii) that portion of the outstanding principal amount of the Loan being equal to \$450,000.00 ("Assigned Loan");

together with all benefits arising therefrom, for the absolute benefit and use of the Assignee.

2. **THE Assignor** expressly authorizes:

- a) The Assignee, at the Assignee's sole expense, to realize or enforce the Security, as and when the Assignee may deem advisable, in its own name, without notice to the Assignor;
- b) The Assignee to treat the Security assigned herein and the Assigned Loan as if it were the absolute owner thereof.

3. **THE Assignor** agrees that the Assignee may seize and sell either by public or private sale or otherwise dispose of the collateral secured by the Security in such manner, upon such terms and conditions, for such consideration and at such time or times as the Assignee may deem expedient and without notice to the Assignor and, without in any way restricting the Assignee's choice of remedies herein, the Assignee shall have the additional right to appoint a receiver by instrument in writing or through the Courts who shall be the agent of the Assignee with power to enforce the Security and to deal

with the Security as if it were the absolute owner thereof and in whatever manner it may deem expedient, subject only to the laws of the applicable jurisdiction.

4. **THE** Assignor agrees that the Assignee shall not be liable or accountable for any failure to enforce the Security and shall not be bound to institute proceedings for the purpose of enforcing the same or for the purpose of preserving any right of the Assignor or any other person, firm or corporation in respect of the same.

5. **THE** Assignor warrants and represents to the Assignee that the Security has not been assigned to, pledged or encumbered in favour of any other person, firm or corporation.

6. **THIS** Assignment shall be binding upon the Assignor and its administrators, successors and assigns and shall enure to the benefit of the Assignee and its successors and assigns.

[Signatures to follow]

IN WITNESS WHEREOF this Assignment has been executed by the Assignor on this 1st day of July, 2019.

624309 SASKATCHEWAN LTD.



Frank Hohn

IN WITNESS WHEREOF this Assignment has been executed by the Assignee on this 1st day of July, 2019.

CALEB MANAGEMENT LTD.

Per:



Siros Tosh

SCHEDULE "A"

PROMISSORY NOTE

DATE: December 5, 2014

AMOUNT: \$450,000.00

FOR VALUE RECEIVED, the undersigned promises to pay to the order of 624309 Saskatchewan Ltd. the principal sum of four hundred fifty thousand dollars (\$450,000.00), together with interest thereon, calculated from the date hereof at seven and one-quarter percent (7.25%) (payable by the undersigned both before and after maturity, default and judgment) on the following terms:

- Term: five (5) years;
- Interest Rate: seven and one-quarter percent (7.25%);
- Advance Date: December 5, 2014;
- Monthly Interest Payments: \$2,718.75;
- Payment Dates: First payment date of January 5, 2015 and on the 5th day of every month thereafter until the end of the Term.

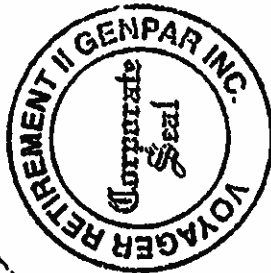
Should the Borrower default on any of the payments the enter sum, together with interest thereon, shall be due and payable at the option of 624309 Saskatchewan Ltd.

The undersigned agrees that this Promissory Note may be negotiated, assigned, discounted, pledged or hypothecated and in every such case payment thereof is to be made to the holder of the Promissory Note upon notice being given by the holder to the undersigned.

Payments shall be made in lawful money of Canada at 600 – 105 21st Street East, Saskatoon, SK, S7K 0B3, or at such other place designated in writing by the holder of this Promissory Note.

The undersigned hereby expressly waives protest, presentment, notice of dishonor and notice of demand.

Dated at the City of Saskatoon, in the Province of Saskatchewan, this 17 day of November, 2014



(c.s.)

Voyager Retirement II Genpar Inc.
as general partner for and on behalf of
Voyager Retirement II LP

Per: _____

Mortgage

THE LAND TITLES ACT

Reference:

I, VOYAGER RETIREMENT II GENPAR INC.

(hereinafter called "the Mortgagor")

being registered as owner of an estate in fee simple in all that piece of land in the Province of Saskatchewan, and being described as follows:

Unit #2 in Condo Plan #102079470 with 46/10000 shares of common property in Condominium Parcel #166109148 Linked to Parking Unit #102

Reference Land Description: Condo Plan No 102079470 Extension 0
-and-

Unit #3 in Condo Plan #102079470 with 63/10000 shares of common property in Condominium Parcel #166109148 Linked to Parking Unit #193

Reference Land Description: Condo Plan No 102079470 Extension 0
-and-

Unit #4 in Condo Plan #102079470 with 55/10000 shares of common property in Condominium Parcel #166109148 Linked to Parking Unit #106

Reference Land Description: Condo Plan No 102079470 Extension 0
in consideration of the sum of
FOUR HUNDRED FIFTY THOUSAND (\$450,000.00)

DOLLARS

lent to me by 624309 SASKATCHEWAN LTD.

who and whose successors and assigns are hereinafter included in the expression, "the Mortgagee", the receipt of which sum I do hereby acknowledge, covenant with the Mortgagee:

1. First, that I will pay to the Mortgagee in lawful money of Canada the sum lent to me as aforesaid with interest thereon at SEVEN AND ONE-QUARTER

per centum (7.25 %) per annum, calculated half-yearly not in advance, as well as before maturity of this mortgage until paid, as follows:

Interest at the aforesaid rate on the amounts from time to time advanced, computed from the respective dates of such advances shall become due and be paid within one month from the date of the first advance on the date that the Mortgagee determines, and at monthly intervals thereafter, and in addition, at the option of the Mortgagee, may be deducted from each subsequent advance, and the balance, if any,

of the aforesaid interest on advances shall become due and be paid on the 5th day of December, 20 14, (hereinafter referred to as the "interest adjustment date") and thereafter the aforesaid sum together with interest thereon at the aforesaid rate computed from the interest adjustment date shall become due and be paid as follows:

\$ 2,718.75 each (which includes principal and interest) on the 5th day of each and every month in each and every year from and including the 5th day of January, 20 15, to end including the 5th day of December, 20 19, and the balance, if any, of the said principal sum and interest thereon, on the date last mentioned.

2. (a) Provided that the Mortgagor when not in default hereunder shall have the privilege of paying an additional amount of principal, not in excess of 10% of the original amount of this mortgage, on the first anniversary of the interest adjustment date and a similar amount of principal on the second anniversary of the said date, upon payment, by way of bonus, of three months interest on the amount of any such additional payment, it being agreed that such privilege shall not be cumulative.
- (b) Provided that on the third anniversary of the interest adjustment date and on any monthly instalment date thereafter, the Mortgagor, when not in default hereunder, shall have the privilege of paying the whole amount owing hereunder, or any part thereof, upon payment, by way of bonus, of an additional three months interest on the principal amount of any such additional payment.

- (c) Provided, however, that if this mortgage covers a rental housing project, as defined in the *National Housing Act*, the foregoing additional payment privileges shall not apply, but the Mortgagor, when not in default hereunder, shall have the privilege of paying, on the fifth anniversary of the interest adjustment date, or on any monthly instalment date thereafter, the whole amount owing hereunder, upon payment, by way of bonus, of an additional three months interest on the principal amount then outstanding.
- (d) Provided that when any partial additional payments are made the amount thereof shall be equal to the sum of the principal portions of a number of consecutive monthly instalments which would otherwise become due hereunder next following the date upon which such additional payment is made, and the payment dates of all remaining instalments and of the balance owing hereunder shall be accelerated so that the Mortgagor shall pay the aforesaid monthly instalment in each and every month, commencing with the month immediately following the month in which the additional payment is made and continuing until all money owing hereunder shall have been fully repaid.
3. Second, that I will pay to the Mortgagee interest as aforesaid in the manner aforesaid on the said sum at the rate aforesaid and all interest on becoming overdue shall be forthwith treated (as to payment of interest thereon) as principal and shall bear compound interest at the rate aforesaid as well after as before maturity of this mortgage, to be computed with rests and paid on the interest adjustment date and semi-annually thereafter in each year and all such interest and compound interest shall be a charge on the said lands. In the event of non-payment of any of the moneys hereby secured at the time herein set for payment thereof I will, so long as any part thereof remains unpaid, pay interest at the said rate from day to day on the same.
4. Third, I will construct a building or buildings and other improvements on the said lands in accordance with plans and specifications which have been or are hereafter approved by Canada Mortgage and Housing Corporation and by the Mortgagee and will carry on diligently to completion the construction of the said building, buildings and other improvements.
5. Fourth, that, subject as hereinafter in this paragraph provided, I will pay when and as the same fall due all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises or on this mortgage or on the Mortgagee in respect of this mortgage; provided that in respect of municipal taxes, school taxes and local improvement rates (hereinafter referred to as "taxes") chargeable against the mortgaged premises:
- (a) The Mortgagee may deduct from the final advance of the moneys secured by this mortgage an amount sufficient to pay the taxes which have become due and payable on or before the day preceding the said interest adjustment date and are unpaid at the date of such final advance.
- (b) After the interest adjustment date I shall pay to the Mortgagee in monthly instalments on the dates on which instalments of principal and interest are payable hereunder, sums sufficient to enable the Mortgagee to pay the whole amount of taxes on or before the due date for payment thereof or, if payable in instalments, on or before the due date for payment of the first instalments thereof.
- (c) Where the period between the interest adjustment date and the next following annual due date or first instalment date is less than one year I shall pay to the Mortgagee in equal monthly instalments, during such period and during the next succeeding 12 months period, an amount estimated by the Mortgagee to be sufficient to pay, on or before the expiration of the said 12 months period, all taxes which shall become due and payable during the said two periods and during the balance of the year in which the said 12 months period expires; and I shall also pay to the Mortgagee on demand the amount, if any, by which the actual taxes exceed such estimated amount.
- (d) Except as provided in the last preceding clause, I shall, in each and every month, pay to the Mortgagee one-twelfth of the amount (as estimated by the Mortgagee) of the taxes next becoming due and payable; and I shall also pay to the Mortgagee on demand the amount, if any, by which the actual taxes exceed such estimated amount.
- (e) The Mortgagee shall allow me credit for interest at not less than the prevailing rate allowed by the chartered banks on personal savings deposits with chequing privileges, on the minimum monthly balances standing in the mortgage account from time to time to my credit for payment of taxes, such interest to be credited to the mortgage account not less frequently than once each year; and I shall be charged interest, at the mortgage rate, on the debit balance, if any, of taxes in my mortgage account outstanding after payment of taxes by the Mortgagee, until such debit balance is fully repaid.
- The Mortgagee agrees to apply such deduction and payments on the taxes chargeable against the said lands so long as the Mortgagor is not in default under any covenant, proviso or agreement contained herein, but nothing herein contained shall obligate the Mortgagee to apply such payments on account of taxes more often than yearly. Provided, however, that if, before any sum or sums so paid to the Mortgagee shall have been so applied, there shall be default by the Mortgagor in respect of any payment of principal or interest as herein provided, the Mortgagee may apply such sums in or towards payment of the principal and/or interest in default. The Mortgagor further covenants and agrees to transmit to the Mortgagee the assessment notices, tax bills and other notices affecting the imposition of taxes forthwith after the receipt of same by him.
6. Notwithstanding the provisions of clauses 1 and 5 the Mortgagee may, with the approval of Canada Mortgage and Housing Corporation, request the Mortgagor to pay the taxes as and when such taxes become due and to submit to the Mortgagee tax receipts evidencing the payment of the said taxes within 30 days after they become due, and in such case, the aforesaid monthly instalment, where applicable, will be adjusted accordingly.

7. Fifth, that I will forthwith insure and during the continuance of this security keep insured in favour of the Mortgagee, against loss or damage by fire and, as the Mortgagee may require, insure against loss or damage by tempest, tornado, cyclone, lightning, floods and other risks or hazards, each and every building on the said land and which may hereafter be erected thereon, both during erection and thereafter, for the full replacement value thereof in lawful money of Canada in a company approved by the Mortgagee; and I will forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereof appertaining; and if I shall neglect to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Mortgagee at least five days before the termination of any insurance, evidence of renewal thereof, the Mortgagee shall be entitled but shall not be obliged to insure the said buildings or any of them; and I shall forthwith on the happening of any loss or damage, furnish at my own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance moneys; and any insurance money received may, at the option of the Mortgagee, be applied in rebuilding, reinstating or repairing the premises or be paid to me or any other person appearing by the registered title to be or to have been the owner of the said premises or be applied or paid partly in one way and partly in another, or it may be applied, in the sole discretion of the Mortgagee, in whole or in part on the mortgage debt or any part thereof whether due or not then due.
8. Sixth, that all erections and improvements fixed or otherwise now on or hereafter put upon the said premises, including but without limiting the generality of the foregoing, all fences, heating, plumbing, air-conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, window blinds, storm windows and storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the realty and of the security and are included in the expression "the mortgaged premises"; and that I will not commit or permit any act of waste thereon; and that I will at all times during the continuance of this security, the same repair, maintain, restore, amend, keep, make good, finish, add to and put in order; and in the event of any loss or damage thereto or destruction thereof the Mortgagee may give notice to me to repair, rebuild, or reinstate the same within a time to be determined by the Mortgagee and to be stated in such notice; and upon my failure so to repair, rebuild, or reinstate within such time such failure shall constitute a breach of covenant hereunder and thereupon the mortgage moneys shall at the option of the Mortgagee become immediately due and payable, without any demand by the Mortgagee upon me.
9. Seventh, I covenant and agree with the Mortgagee that in the event of default in the payment of any instalment or any other moneys payable hereunder by me, or on breach of any covenant, proviso or agreement herein contained, after all or any part of the moneys hereby secured have been advanced, the Mortgagee may at such time or times as the Mortgagee may deem necessary and without the concurrence of any person, enter upon the said lands and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the mortgaged premises, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the mortgaged property as the Mortgagee may deem expedient; and all reasonable costs, charges and expenses, including allowances for the time and service of any employee of the Mortgagee or other person appointed for the above purposes, shall be forthwith payable to the Mortgagee and shall be a charge upon the mortgaged property and shall bear interest at the mortgage rate until paid.
10. I further covenant and agree with the Mortgagee that in the event of default being made in any of the covenants, agreements, provisos or stipulations expressed or implied herein: The Mortgagee may, at my expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation; the Mortgagee may send or employ an Inspector or agent to inspect and report upon the value, state and condition of the mortgaged premises and a solicitor to examine and report upon the title to the same; the Mortgagee or agent of the Mortgagee may enter into possession of the mortgaged premises and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the said premises, or any part thereof, for such terms and periods and at such rents as the Mortgagee shall think proper; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease; it shall and may be lawful for and I do hereby grant full power, right and licence to the Mortgagee to enter, seize and distress upon the mortgaged premises, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the premises, as much of the mortgage moneys as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent; the Mortgagee may sell and dispose of the mortgaged premises with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the mortgaged premises; and all remedies competent may be resorted to; and all the rights, powers and privileges granted to or conferred upon the Mortgagee under and by virtue of any statute or by this mortgage may be exercised; and any notice may be effectually given by leaving the same with a grown-up person on the mortgaged premises if occupied, or by placing the same thereon, or on any part thereof, if unoccupied, or at the option of the Mortgagee by publishing the same in some newspaper published in the Province of Saskatchewan; and such notice shall be sufficient though not otherwise addressed than "To whom it may concern"; and no want of notice or publication or any other defect, impropriety or irregularity shall invalidate any sale made or purporting to be made of the mortgaged premises hereunder, but the Vendor alone shall be responsible; and the Mortgagee may sell, transfer and convey any part of the mortgaged premises on such terms of credit or part cash and part credit, secured by contract or agreement for sale or mortgage, or otherwise, as shall appear to the Mortgagee most advantageous and for such price as can reasonably be obtained therefor; and in the event of a sale on credit or for part cash and part credit, whether by way of contract for sale or by conveyance or transfer and mortgage, the Mortgagee is not to be accountable for or charged with any moneys until the same shall be actually received in cash; and sales may be made from time to time of parts of the mortgaged premises to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with interest payable as aforesaid; and the Mortgagee may make stipulations as to title or evidences or commencement of title or otherwise as the Mortgagee shall deem proper, and may buy in or rescind or vary and contract for sale; and on any sale or resale, the Mortgagee shall not be answerable for loss occasioned thereby; and for any of such purposes the Mortgagee may make and execute all agreements and assurances that the Mortgagee shall deem advisable or necessary; the whole of the mortgage moneys shall, at the option of the Mortgagee, become due and payable.

11. I further covenant and agree with the Mortgagee that: The taking of a judgment on any of the covenants or agreements herein contained shall not operate as a merger thereof; the Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of the moneys hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said moneys or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any other securities or covenants herein contained; it being especially agreed that notwithstanding any such release the lands, securities and covenants remaining unreleased shall stand charged with the whole of the moneys hereby secured; no extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under him, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the moneys hereby secured. It is the intention of the parties hereto that the building now erected, being erected or to be erected on the said lands forms part of the security for the full amount of the moneys secured by this mortgage and that all advances on the mortgage are to be made from time to time in the future in accordance with the progress of construction of such building and/or upon its completion and occupation or sale.
12. Neither the execution nor registration of this mortgage nor the advance of part of the said moneys shall bind the Mortgagee to advance the said moneys or any unadvanced part thereof, and that the advance of the said moneys or any part thereof from time to time shall be in the sole discretion of the Mortgagee.
13. All solicitor's, inspector's, valuator's and surveyor's fees and expenses for drawing and registering this mortgage and for examining the mortgaged premises and the title thereto, and for making or maintaining this mortgage a first charge on the mortgaged premises, together with all sums which the Mortgagee may and does from time to time advance, expend or incur hereunder as principal, insurance premiums, taxes or rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the mortgaged premises or on this mortgage or on the Mortgagee in respect of this mortgage, and in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing, or improving the mortgaged premises, including the price or value of any goods of any sort or description supplied to be used on the mortgaged premises, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting, and legal costs, as between solicitor and client, and an allowance for the time, work and expenses of the Mortgagee, or of any agent, solicitor or employee of the Mortgagee, for any purpose herein provided for and whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are to be secured hereby and shall be a charge on the mortgaged premises, together with interest thereon at the said rate, and all such moneys shall be repayable to the Mortgagee on demand, or if not demanded then with the next ensuing instalment, except as herein otherwise provided, and all such sums together with interest thereon are included in the expression "the mortgage moneys". It is agreed, stipulated and provided that this advance shall also apply to all assessments, instalments and payments to be paid by the Mortgagor under or pursuant to clause 23 hereof.
14. In the event of the mortgage moneys advanced hereunder, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all the rights of and stand in the position of and be entitled to all the equities of the party so paid off, whether such charge or encumbrance has or has not been discharged; and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid off shall be final and binding on the Mortgagor; the Mortgagee shall not be charged with any moneys receivable or collectible out of the mortgaged premises or otherwise, except those actually received; and all revenue of the said premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may at the option of the Mortgagee, be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other charges against the mortgaged premises, or applied on the mortgage account.
15. I shall not make, or permit to be made, any alterations or additions to the mortgaged premises without the consent of the Mortgagee; and I shall not use the mortgaged premises or permit them to be used for the purpose of any business, trade or manufacture of any description.
16. The Mortgagee or agent of the Mortgagee or agent of Canada Mortgage and Housing Corporation (in this clause called "CMHC") may, at any time, before and after default, and for any purpose deemed necessary by the Mortgagee or CMHC, enter upon the said lands to inspect the lands and buildings thereon. Without in any way limiting the generality of the foregoing, the Mortgagee or CMHC (or their respective agents) may enter upon the said lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Mortgagee or CMHC and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the mortgage rate, shall be payable by the Mortgagor forthwith and shall be a charge upon the said lands. The exercise of any of the powers enumerated in this clause shall not deem the Mortgagee, CMHC or their respective agents to be in possession, management or control of the said lands and buildings.
17. I further covenant and agree with the Mortgagee that I will observe, perform, execute and comply promptly with all laws, rules, requirements, orders, directions, ordinances and regulations of every governmental authority and agency concerning the said lands including, without limiting the generality of the foregoing, the protection of the environment and public health and safety and that I will, at my own expense, make any and all improvements thereon or alterations thereto, structural or otherwise which may be required at any time by any such present or future law, rule, requirement, order, direction, ordinance or regulation. The Mortgagee whenever it deems necessary, may by its surveyor or agent enter upon and inspect the said lands and make such improvements and alterations as the Mortgagee deems necessary to render the said lands in compliance with such laws, rules, requirements, orders, direction, ordinance or regulations and the reasonable cost of such inspections, improvements and alterations with interest at the mortgage rate shall be payable forthwith and be a charge upon the said lands.

18. All moneys whether principal, interest or other moneys payable to the Mortgagee under the terms of this mortgage shall be payable in lawful money of Canada to the Mortgagee, at its Head Office or such other place as may be designated by the Mortgagee.
19. Any discretion, option, decision or opinion hereunder on the part of the Mortgagee shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by the manager, acting manager or assistant manager of any branch office of the Mortgagee in the Province of Saskatchewan or an executive officer of the Mortgagee or any officer or agent appointed by the Mortgagee for such purpose.
20. The covenants, agreements, stipulations and provisos herein stated shall be in addition to those granted or implied by statute.
21. I further covenant and agree with the Mortgagee that I have a good title to the said land, that I have the right to mortgage the said land, that I have done no act to encumber the said land, that I will execute such further assurances of the said land as may be requisite and that on default the Mortgagee shall have quiet possession of the said land, free from all encumbrances.
22. For the better securing to the Mortgagee the repayment in the manner aforesaid of the principal sum and interest and other charges and money hereby secured, I, the Mortgagor, do hereby mortgage to the Mortgagee all my estate and interest in the land above described.
23. It is further stipulated, provided and agreed that notwithstanding anything to the contrary herein contained, I covenant and agree with the Mortgagee that I will observe and perform each and every one of the covenants and provisions required to be observed and performed under or pursuant to the terms of this mortgage and of *The Condominium Property Act, 1993* of Saskatchewan and all amendments thereto and any legislation passed in substitution thereof and the by-laws of the Condominium Corporation of which I am a member by virtue of my ownership of the Condominium unit being charged by this mortgage (herein sometimes called the "Condominium Corporation") and any amendments thereto; without limiting the generality of the foregoing, I covenant to pay promptly when due any and all unpaid assessments, instalments or payments due to the Condominium Corporation by an owner of the Condominium unit; I further covenant and agree that where I default in my obligation to contribute to the administrative expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or any assessment, instalment or payment due to the Condominium Corporation or upon breach of any covenant or provision hereinbefore in this clause contained, regardless of any other action or proceeding taken or to be taken by the Condominium Corporation, the Mortgagee, at its option and without notice to me, may deem such default to be default under the terms of this mortgage and proceed to exercise its rights herein; upon default herein and notwithstanding any other right or action of the Condominium Corporation or the Mortgagee, the Mortgagee may distrain for arrears of any assessments, instalments or payments due to the Mortgagee or arising under any of the sub-paragraphs in this clause contained.
24. The Mortgagee shall have a reasonable time after payment of the mortgage moneys in full within which to prepare and execute a discharge of this mortgage; and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee; and all legal and other expenses for the preparation and execution of such discharge shall be borne by the Mortgagor.
25. Provided that if the Mortgagor herein is a corporate body, the Mortgagor covenants and agrees as follows:
 - (a) That *The Land Contracts (Actions) Act* of Saskatchewan shall have no application to any action, as defined in *The Land Contracts (Actions) Act* of Saskatchewan, with respect to:
 - (i) this mortgage;
 - (ii) any mortgage, charge or other security for the payment of money made, given or created by this mortgage;
 - (iii) any agreement or instrument which renews or extends or is collateral to this mortgage or which renews or extends or is collateral to any mortgage, charge or other security referred to in paragraph (ii) of this sub-clause; or
 - (iv) the rights, powers or remedies of the Mortgagee under this mortgage or under any mortgage, charge, other security, agreement or instrument referred to in paragraphs (ii) or (iii) of this sub-clause.
 - (b) That *The Limitation of Civil Rights Act* of Saskatchewan shall have no application to:
 - (i) this mortgage;
 - (ii) any mortgage, charge or other security for the payment of money made, given or created by this mortgage;
 - (iii) any agreement or instrument which renews or extends or is collateral to this mortgage or which renews or extends or is collateral to any mortgage, charge or other security referred to in paragraph (ii) of this sub-clause; or
 - (iv) the rights, powers or remedies of the Mortgagee under this mortgage or under any mortgage, charge, other security, agreement or instrument referred to in paragraphs (ii) or (iii) of this sub-clause.

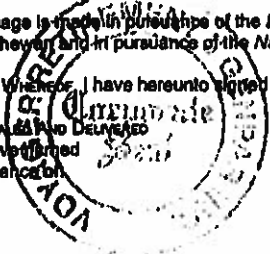
26. Wherever the singular number of the masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires; and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained.

27. I, _____ wife of the above named _____ do hereby declare that I have executed this mortgage for the purpose of relinquishing all my homestead rights in the said property in favour of the Mortgagee, insofar as may be necessary to give effect to the within mortgage.

28. This mortgage is made in pursuance of the *Land Titles Act*, in pursuance of *The Condominium Property Act, 1993* of Saskatchewan and in pursuance of the *National Housing Act*.

In Witness Whereof, I have hereunto signed my name and affixed my seal the _____ day of _____, 2014.

SIGNED, SEALED AND DELIVERED
by the above named _____
in the presence of _____



Dated this _____ day of November, 2014.
VOYAGER RETIREMENT INVESTMENT INC.
PER: _____ (SEAL)
DARRELL BEMAI, PRESIDENT

WITNESS

The Address of the Mortgagee is: 600, 105 21st Street East, Saskatoon, SK S7K 0B3

CERTIFICATE UNDER THE HOMESTEADS ACT

I, _____, a _____ do hereby certify that I have
examined _____, wife of _____
the Mortgagor in the within _____ mortgage separate and apart from her said husband and she
acknowledges to me that she signed the same of her own free will and consent and without any compulsion on the part of
her husband and for the purpose of relinquishing her rights in the homestead in favour of the Mortgagee in so far as may
be necessary to give effect to the within mortgage, and further that she was aware of what her rights in said homestead
were.

I further certify that I have not, nor has my employer, partner or clerk, prepared the within mortgage and that I am
not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

Dated at _____ in the Province of Saskatchewan,
this _____ day of _____ 20____

AFFIDAVIT OF MORTGAGOR - THE HOMESTEADS ACT

CANADA | I,
Province of Saskatchewan | of the _____ of
| in the Province of Saskatchewan

MAKE OATH AND SAY:

- 1. That I am the within named Mortgagor and that I am the (person entitled to be) registered owner of the within lands.
- 2. (a) That I have no wife.
(b) That no part of the land referred to in the within instrument is my homestead or has been my homestead at any time.
(c) That my wife does not reside in Saskatchewan and has not resided therein at any time since the marriage.

SWORN before me
at the _____ of _____
in the Province of Saskatchewan,
this _____ day of _____ 20____

A commissioner for oaths in and for the Province of Saskatchewan.

AFFIDAVIT OF WITNESS

CANADA | I,
Province of Saskatchewan | of the _____ of
| in the Province of Saskatchewan (Occupation)

MAKE OATH AND SAY:

- 1. That I was personally present and did see named in the within instrument and duplicate thereof, who is/are personally known to me to be the person named therein, duly sign, seal and execute the same for the purposes named therein.
- 2. That the said instrument and duplicate were executed at _____ in the Province of Saskatchewan, and that I am the subscribing witness thereto.
- 3. That I know the said _____ and _____ is in my belief eighteen years of age or more.

SWORN before me at
at the _____ of _____
in the Province of Saskatchewan,
this _____ day of _____ 20____

A commissioner for oaths in and for the Province of Saskatchewan.

THE LAND TITLES ACT
(The National Housing Act)

DATED NOVEMBER 17 20 14

VOYAGER RETIREMENT II GENERAL INC.

TO

624169 STRANFORDWAY LTD.

MORTGAGE
(CONDOMINIUM)

STEVENS ON HOOD TOWNSHIP BEAUFESTER LLP
500 123 - 2ND AVENUE SOUTH
SASKATOON, SK S7K 7E6

OFFICIAL DOCUMENT

Interest Number # 120493234

Date of Issuance NOV 26/14

Completion Date NOV 27/14

File Project #

Project Name



ASSIGNMENT OF LOAN AND SECURITY

THIS ASSIGNMENT made the 7th day of March, 2020.

BETWEEN:

CALEB CONSTRUCTION LTD.,

("ASSIGNOR")

-and-

CALEB MANAGEMENT LTD.

("ASSIGNEE")

WHEREAS the Assignor granted a loan (the "Loan") to Voyager Retirement II Limited Partnership (the "Debtor") and as security therefor, obtained a Promissory Note in the amount of \$175,000.00 dated November 17, 2017, a copy of which is attached hereto as Schedule "A" (the "Security");

FOR VALUABLE CONSIDERATION (the delivery of which shall be made by the Assignee concurrent with the execution of the within Assignment):

1. **THE ASSIGNOR**, hereby sells, assigns, transfers and sets over to the Assignee, on a without recourse basis, and without representation or warranty, the following:

- (i) all of its right, title and interest in the Loan and Security and under any additional security executed in connection therewith; and
- (ii) that portion of the outstanding principal amount of the Loan being equal to \$175,000.00, plus interest as outlined in the Security ("Assigned Loan");

together with all benefits arising therefrom, for the absolute benefit and use of the Assignee.

2. **PURCHASE PRICE:** The purchase price to be paid by the Purchaser to the Vendor in respect of the Vendor's Partnership Interest to be purchased on the Closing Date shall be \$90,000.00 Canadian Dollars, plus other good and valuable consideration agreed to by the Parties, the receipt and sufficiency of which is hereby acknowledged by each of the Parties.

3. **TERMS OF PAYMENT:** The Purchase Price shall be paid in Sixty (60) equal monthly instalments commencing on April 1, 2020. There shall be no interest payable by the Purchaser unless the Parties otherwise agree.

4. **THE Assignor** expressly authorizes:

- a) The Assignee, at the Assignee's sole expense, to realize or enforce the Security, as and when the Assignee may deem advisable, in its own name, without notice to the Assignor;
- b) The Assignee to treat the Security assigned herein and the Assigned Loan as if it were the absolute owner thereof.

5. **THE** Assignor agrees that the Assignee may seize and sell either by public or private sale or otherwise dispose of the collateral secured by the Security in such manner, upon such terms and conditions, for such consideration and at such time or times as the Assignee may deem expedient and without notice to the Assignor and, without in any way restricting the Assignee's choice of remedies herein, the Assignee shall have the additional right to appoint a receiver by instrument in writing or through the Courts who shall be the agent of the Assignee with power to enforce the Security and to deal with the Security as if it were the absolute owner thereof and in whatever manner it may deem expedient, subject only to the laws of the applicable jurisdiction.

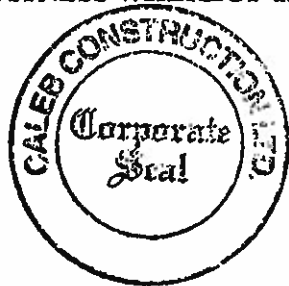
6. **THE** Assignor agrees that the Assignee shall not be liable or accountable for any failure to enforce the Security and shall not be bound to institute proceedings for the purpose of enforcing the same or for the purpose of preserving any right of the Assignor or any other person, firm or corporation in respect of the same.

7. **THE** Assignor warrants and represents to the Assignee that the Security has not been assigned to, pledged or encumbered in favour of any other person, firm or corporation.

8. **THIS** Assignment shall be binding upon the Assignor and its administrators, successors and assigns and shall enure to the benefit of the Assignee and its successors and assigns.

[Signatures to follow]

IN WITNESS WHEREOF this Assignment has been executed by the Assignor on this 7th day of March, 2020.



CALEB CONSTRUCTION LTD.

Per:


Darrell Remai

IN WITNESS WHEREOF this Assignment has been executed by the Assignee on this 7th day of March, 2020.



CALEB MANAGEMENT LTD.

Per:


Siros Toshi

PROMISSORY NOTE

For value received, Voyager Retirement II Genpar Inc. *for and on behalf of Voyager Retirement II LP*, hereby promises to pay to the order of Caleb Construction Ltd. the sum of \$175,000.00, together with interest at 5.0% per annum, calculated from the date hereof and compounded annually, not in advance, on terms mutually agreeable to the undersigned and the holder of the Promissory Note.

The undersigned agrees that this Promissory Note may not be negotiated, assigned, discounted, pledged or hypothecated and in every such case, payment thereof is to be made to the holder of the Promissory Note upon notice been given by the holder to the undersigned, and the terms of the notice being accepted by the undersigned.

The Promissory Note is received as payment in full of the amount specified herein but without prejudice by the undersigned in making the payments specified in this Promissory Note when they become due, to recover the full unpaid balance payable under this Promissory Note pursuant to the provisions of the Bills of Exchange Act.

Payments of principal and interest shall be made in lawful money of Canada at Saskatoon, Saskatchewan, or at such other place designated in writing by mutual agreement of the undersigned and the holder of this Promissory Note.

Dated at Saskatoon, Saskatchewan this 17th day of November, 2017.



Voyager Retirement II Genpar Inc. *for and on behalf of Voyager Retirement II LP*



Caleb Construction Ltd.



ASSIGNMENT OF SECURITY

THIS ASSIGNMENT made the 1st day of July, 2019.

BETWEEN:

624309 SASKATCHEWAN LTD.

("ASSIGNOR")

-and-

CALEB MANAGEMENT LTD.

("ASSIGNEE")

WHEREAS the Assignor granted a loan (the "Loan") to Voyager Retirement III Limited Partnership (the "Debtor") and as security therefor, obtained a Promissory Note in the amount of \$275,500.00 dated December 1, 2015 (the "Promissory Note");

FOR VALUABLE CONSIDERATION (the delivery of which shall be made by the Assignee concurrent with the execution of the within Assignment):

1. **THE ASSIGNOR**, hereby sells, assigns, transfers and sets over to the Assignee, on a without recourse basis, and without representation or warranty, the following:

- (i) all of its right, title and interest in the Promissory Note and under any security executed in connection therewith; and
- (ii) that portion of the outstanding principal amount of the Loan being equal to \$275,500.00 ("Assigned Loan");

together with all benefits arising therefrom, for the absolute benefit and use of the Assignee.

2. **THE Assignor** expressly authorizes:

- a) The Assignee, at the Assignee's sole expense, to realize or enforce the Promissory Note, as and when the Assignee may deem advisable, in its own name, without notice to the Assignor;
- b) The Assignee to treat the Promissory Note assigned herein and the Assigned Loan as if it were the absolute owner thereof.

3. **THE Assignor** agrees that the Assignee may seize and sell either by public or private sale or otherwise dispose of the collateral secured by the Promissory Note in such manner, upon such terms and conditions, for such consideration and at such time or times as the Assignee may deem expedient and without notice to the Assignor and, without in any way restricting the Assignee's choice of remedies herein, the Assignee shall have the additional right to appoint a receiver by instrument in writing or through the Courts who shall be the agent of the Assignee with power to enforce the Promissory Note

and to deal with the Promissory Note as if it were the absolute owner thereof and in whatever manner it may deem expedient, subject only to the laws of the applicable jurisdiction.

4. **THE** Assignor agrees that the Assignee shall not be liable or accountable for any failure to enforce the Promissory Note and shall not be bound to institute proceedings for the purpose of enforcing the same or for the purpose of preserving any right of the Assignor or any other person, firm or corporation in respect of the same.

7. **THE** Assignor warrants and represents to the Assignee that the Promissory Note has not been assigned to, pledged or encumbered in favour of any other person, firm or corporation.

8. **THIS** Assignment shall be binding upon the Assignor and its administrators, successors and assigns and shall enure to the benefit of the Assignee and its successors and assigns.

[Signatures to follow]

IN WITNESS WHEREOF this Assignment has been executed by the Assignor on this 1st day of July, 2019.

624309 SASKATCHEWAN LTD.

Per: 
Frank Hohn

IN WITNESS WHEREOF this Assignment has been executed by the Assignee on this 1st day of July, 2019.

CALEB MANAGEMENT LTD.

Per: 
Siros Tosh

SCHEDULE "A"

PROMISSORY NOTE

For value received, Voyager Retirement III LP, hereby promises to pay to the order of 624309 Sask. Ltd., the sum of **\$275,500.00** together with 7% interest, calculated from the date hereof and compounded annually, not in advance, The interest payment for the amount of \$1,607.08 shall be paid on 3rd day of each month for duration of this promissory note. The principal amount of \$275,500 shall become due and payable in full on December 1, 2018.

The undersigned agrees that this promissory note may not be negotiated, assigned, discounted, pledged or hypothecated and in every such case, payment thereof is to be made to the holder of the Promissory Note upon notice been given by the holder to the undersigned, and the terms of the notice being accepted by the undersigned.

This Promissory Note is received as payment in full of the amount specified herein but without prejudice by the undersigned in making the payments specified in this Promissory Note when they become due, to recover the full unpaid balance payable under this Promissory Note pursuant to the provisions of the Bills of Exchange Act.

Payments of principal and interest shall be made in lawful money of Canada at Saskatoon, Saskatchewan, or at such other place designated in writing by mutual agreement of the undersigned and the holder of this Promissory Note.

Dated at Saskatoon, Saskatchewan this 1 day of December, 2015





Voyager Retirement III Genpar Inc.
for and on behalf of
Voyager Retirement III LP



624309 Sask. Ltd.

ASSIGNMENT OF LOAN AND SECURITY

THIS ASSIGNMENT made the 7th day of March, 2020.

BETWEEN:

CALEB CONSTRUCTION LTD.,

("ASSIGNOR")

-and-

CALEB MANAGEMENT LTD.

("ASSIGNEE")

WHEREAS the Assignor granted a loan (the "Loan") to Voyager Retirement III Limited Partnership (the "Debtor") and as security therefor, obtained a Promissory Note in the amount of \$425,500.00 dated November 17, 2017, a copy of which is attached hereto as Schedule "A" (the "Security");

FOR VALUABLE CONSIDERATION (the delivery of which shall be made by the Assignee concurrent with the execution of the within Assignment):

1. **THE ASSIGNOR**, hereby sells, assigns, transfers and sets over to the Assignee, on a without recourse basis, and without representation or warranty, the following:

- (i) all of its right, title and interest in the Loan and Security and under any additional security executed in connection therewith; and
- (ii) that portion of the outstanding principal amount of the Loan being equal to \$425,500.00, plus interest as outlined in the Security ("Assigned Loan");

together with all benefits arising therefrom, for the absolute benefit and use of the Assignee.

2. **PURCHASE PRICE:** The purchase price to be paid by the Purchaser to the Vendor in respect of the Vendor's Partnership Interest to be purchased on the Closing Date shall be \$200,000.00 Canadian Dollars, plus other good and valuable consideration agreed to by the Parties, the receipt and sufficiency of which is hereby acknowledged by each of the Parties.

3. **TERMS OF PAYMENT:** The Purchase Price shall be paid in Sixty (60) equal monthly instalments commencing on April 1, 2020. There shall be no interest payable by the Purchaser unless the Parties otherwise agree.

4. **THE Assignor** expressly authorizes:

- a) The Assignee, at the Assignee's sole expense, to realize or enforce the Security, as and when the Assignee may deem advisable, in its own name, without notice to the Assignor;
- b) The Assignee to treat the Security assigned herein and the Assigned Loan as if it were the absolute owner thereof.

5. **THE** Assignor agrees that the Assignee may seize and sell either by public or private sale or otherwise dispose of the collateral secured by the Security in such manner, upon such terms and conditions, for such consideration and at such time or times as the Assignee may deem expedient and without notice to the Assignor and, without in any way restricting the Assignee's choice of remedies herein, the Assignee shall have the additional right to appoint a receiver by instrument in writing or through the Courts who shall be the agent of the Assignee with power to enforce the Security and to deal with the Security as if it were the absolute owner thereof and in whatever manner it may deem expedient, subject only to the laws of the applicable jurisdiction.

6. **THE** Assignor agrees that the Assignee shall not be liable or accountable for any failure to enforce the Security and shall not be bound to institute proceedings for the purpose of enforcing the same or for the purpose of preserving any right of the Assignor or any other person, firm or corporation in respect of the same.

7. **THE** Assignor warrants and represents to the Assignee that the Security has not been assigned to, pledged or encumbered in favour of any other person, firm or corporation.

8. **THIS** Assignment shall be binding upon the Assignor and its administrators, successors and assigns and shall enure to the benefit of the Assignee and its successors and assigns.

[Signatures to follow]

IN WITNESS WHEREOF this Assignment has been executed by the Assignor on this 7th day of March, 2020.



CALEB CONSTRUCTION LTD.

Per:


Darrell Remail

IN WITNESS WHEREOF this Assignment has been executed by the Assignee on this 7th day of March, 2020.



CALEB MANAGEMENT LTD.

Per:


Sirous Togh

SCHEDULE "A"

PROMISSORY NOTE

For value received, Voyager Retirement III Genpar Inc. *for and on behalf of Voyager Retirement III LP*, hereby promises to pay to the order of Caleb Construction Ltd. the sum of **\$425,500.00**, together with interest at **5.0%** per annum, calculated from the date hereof and compounded annually, not in advance, on terms mutually agreeable to the undersigned and the holder of the Promissory Note.

The undersigned agrees that this Promissory Note may not be negotiated, assigned, discounted, pledged or hypothecated and in every such case, payment thereof is to be made to the holder of the Promissory Note upon notice been given by the holder to the undersigned, and the terms of the notice being accepted by the undersigned.

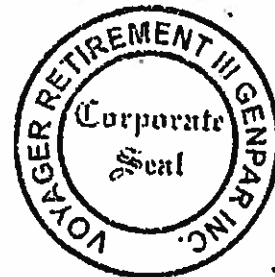
The Promissory Note is received as payment in full of the amount specified herein but without prejudice by the undersigned in making the payments specified in this Promissory Note when they become due, to recover the full unpaid balance payable under this Promissory Note pursuant to the provisions of the Bills of Exchange Act.

Payments of principal and interest shall be made in lawful money of Canada at Saskatoon, Saskatchewan, or at such other place designated in writing by mutual agreement of the undersigned and the holder of this Promissory Note.

Dated at Saskatoon, Saskatchewan this 17th day of November, 2017.

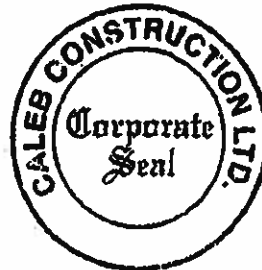


Voyager Retirement III Genpar Inc. *for and on behalf of Voyager Retirement III LP*





Caleb Construction Ltd.



This is Exhibit D referred to in the Affidavit of CELIA-ANN KOTURBASH,
sworn before me on this 20th day of August, 2021.



A Commissioner for Oaths in and for the Province of
Saskatchewan
Being a Solicitor

PROVINCE OF SASKATCHEWAN - THE LAND TITLES ACT MORTGAGE

VOYAGER RETIREMENT II GENPAR INC.
(called the "Mortgagor")

being registered as owner of an estate in fee simple of and in those surface and or mineral parcels in the Province of Saskatchewan described as follows:

Unit #2 In Condo Plan #102079470 with 46 / 10000 shares of common property in Condominium Parcel #166109148
Linked to Parking Unit #102
Reference Land Description: Condo Plan No 102079470 Extension 0

Unit #3 In Condo Plan #102079470 with 63 / 10000 shares of common property in Condominium Parcel #166109148
Linked to Parking Unit #193
Reference Land Description: Condo Plan No 102079470 Extension 0

Unit #4 In Condo Plan #102079470 with 55 / 10000 shares of common property in Condominium Parcel #166109148
Linked to Parking Unit #106
Reference Land Description: Condo Plan No 102079470 Extension 0

(the "mortgaged premises" or the "said lands")

In consideration of the sum of \$ 625,000.00 lent to the Mortgagor by
CALEB MANAGEMENT LTD., whose postal address is

100 - 465 1st Avenue North, Saskatoon, SK S7K 1X5, in the Province of Saskatchewan, who and whose successors and assigns are hereinafter included in the expression the "Mortgagee", the receipt of which sum is hereby acknowledged, covenants and agrees with the Mortgagee as follows:

1. REPAYMENT

THAT the Mortgagor will pay to the Mortgagee in lawful money of Canada, at the office of the Mortgagee in the Province of Saskatchewan set out above, the sum lent to the Mortgagor as aforesaid, together with interest thereon at the rate of 2.50% per annum, calculated yearly not in advance, as well after as before maturity, default or judgment until paid as follows:

On Demand, provided until demand is made by the Caleb Management Ltd. Interest only shall be paid by monthly instalments of \$1,302.00, the first instalment of interest to be made on April 15, 2020, and thereafter every month until March 15, 2023 at which time the entire balance shall be paid.

Except as otherwise expressly agreed to by the Mortgagee, all payments or deposits shall be applied and credited firstly to interest and the balance, if any, to principal.

2. PREPAYMENT PRIVILEGES

The prepayment privileges, if any, of the mortgage are set out on the attached Schedule, which forms part of and is incorporated into this mortgage.

3. ARREARS OF INTEREST TO BE TREATED AS PRINCIPAL

All interest shall become due on the instalment payment dates as aforesaid and all interest on becoming overdue shall be forthwith treated (as to payment thereon) as principal and shall bear interest at the rate aforesaid as well after as before maturity of this mortgage and shall be payable on the dates hereinbefore provided for the payment of instalments, and all such interest shall be a charge on the said lands. On default of payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable thereon and in case the interest and compound interest are not paid by the next calculation (compound) date as provided for in the mortgage, a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount of interest and compound interest then due, as well after as before maturity, default and judgment, and so on from time to time, and all such interest and compound interest shall be a charge upon the said lands.

4. MORTGAGOR TO PAY MORTGAGEE'S COSTS

All solicitors, inspectors, valuers, and surveyors fees and expenses for drawing and registering this mortgage or for examining the mortgaged premises together with all expenses incurred by the Mortgagee for the preservation or protection of the security, or to remedy any default of the Mortgagor hereunder, including advances or payments made for principal, insurance premiums, taxes or rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the mortgaged premises and in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing, or improving the mortgaged premises, and in exercising any right, power, remedy or purpose of the mortgagee and legal costs, as between solicitor and client, and an allowance for the time, work and expenses of the Mortgagee, whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are secured hereby and shall be a charge on the mortgaged premises, and shall be added to the principal sum hereby secured and bear interest at the said rate, and all such monies shall be payable to the Mortgagee on demand, or if not demanded then with the next ensuing instalment. In the event *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002* shall apply to this mortgage, the costs and expenses and fees chargeable to the Mortgagor shall be limited to those allowed under *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002*.

5. IMPROVEMENTS AND FIXTURES PART OF MORTGAGED PREMISES

All buildings, erections and improvements, fixed or otherwise, now on or hereafter put upon the mortgaged premises, and all apparatus and equipment appurtenant thereto shall, be treated as fixtures thereon and form part of the realty and of the security and shall be and are included in the expression the "mortgaged premises" and shall not be removed there from during the continuance of the mortgage.

6. COVENANT TO REPAIR

The Mortgagor will remain in possession of the said lands until payment of this mortgage and will well and sufficiently repair and maintain any buildings on the said lands and all fixtures in good and substantial repair; and in the event of a loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair or rebuild the same within a time to be determined by the Mortgagee and to be stated in such notice; and a failure of the Mortgagor to repair or rebuild within such time shall constitute a default under the mortgage.

7. COVENANTS AS TO TITLE

- (a) The Mortgagor has a good title to the said lands;
- (b) The Mortgagor has the right to mortgage the said lands;
- (c) On default the Mortgagee shall have quiet possession of the said lands free from all encumbrances;
- (d) The Mortgagor will execute such further assurances of the said lands as may be requisite; and
- (e) The Mortgagor has done no act to encumber the said lands.

8. INSURANCE

The Mortgagee will insure and during the continuance of this mortgage keep insured with an insurance company not disapproved by the Mortgagee, each and every building on the said lands to the extent of their full insurable value for extended coverage and against loss or damage by fire, and as the Mortgagee may require from time to time against such additional perils, risks, or events; and if a sprinkler system shall be operated on the mortgaged premises, against loss or damage caused by such sprinkler system; and the Mortgagor will forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereto appertaining; and if the Mortgagor neglects to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Mortgagee at least five days before the termination of any insurance evidence of renewal thereof, the Mortgagee shall be entitled, but shall not be obligated, to insure the said buildings or any of them; and the Mortgagor shall forthwith on the happening of any loss or damage furnish at his own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies; and any insurance money may at the option of the Mortgagee be applied in rebuilding, reinstating or repairing the premises, or be paid to the

Mortgagor, or be applied or paid partly in one way and partly in another, or it may be applied in the sole discretion of the Mortgagee in whole or in part on the mortgage debt or any part thereof, whether or not then due; and the Mortgagee shall have a lien for the mortgage debt on all insurance on the said buildings, whether effected under the foregoing covenants or not; and provisions as to insurance shall apply to all buildings and all the fixtures and appurtenances whether now or hereafter erected on the said lands.

9. PAYMENT OF TAXES AND OTHER CHARGES

The Mortgagor will pay when and as the same fall due all taxes, levies, fees, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises. In respect of municipal or school taxes chargeable against the mortgaged premise unless otherwise agreed to by the Mortgagee, the Mortgagor shall pay. In addition to the instalments due, on the dates when instalments of principal hereunder are due, the like proportion of the total taxes next becoming due and payable as estimated by the Mortgagee; and the Mortgagor shall also pay to the Mortgagee on demand the amount, if any, by which the actual taxes exceeded such estimated amount or in the alternative such excess shall become part of the principal and shall bear interest at the rate aforesaid.

10. NO SALE WITHOUT MORTGAGEE'S APPROVAL

In the event of:

- (a) the Mortgagor selling, conveying, transferring, or entering into any agreement of sale or transfer of title of the lands hereby mortgaged to a purchaser, grantee or transferee not approved in writing by the Mortgagee; or
- (b) if such a purchaser, grantee or transferee should fail to (i) apply for and receive the Mortgagee's written approval as foresaid, (ii) personally assume all the obligations of the Mortgagor under this mortgage, and (iii) execute an Assumption Agreement in the form required by the Mortgagee,

at the option of the Mortgagee all monies hereby secured, with accrued interest thereon, shall forthwith become due and payable.

11. DEFAULT

Notwithstanding anything to the contrary herein contained, the Mortgagor shall be deemed to be in default of this Mortgage on each of the following events:

- (a) a default on the part of the Mortgagor in the payment of any instalment of principal or interest or any other sums due under this Mortgage or any mortgage or other charge ranking in priority to the charge of this Mortgage;
- (b) a breach of any of the Mortgagor's covenants or other obligations contained in this Mortgage;
- (c) if the Mortgagor defaults under any other security now or hereafter granted by the Mortgagor to the Mortgagee as additional security for the due performance of the Mortgagor's covenants hereunder;
- (d) if the Mortgagor becomes bankrupt or insolvent or is subjected to the provisions of the *Bankruptcy and Insolvency Act* or any other Act for the benefit of creditors or goes into voluntary or compulsory liquidation or makes an assignment for the benefit of creditors or makes a proposal under the *Bankruptcy and Insolvency Act* or if a petition in bankruptcy is filed against the Mortgagor or if a creditor enters judgment against any of them and any such judgment is not discharged and vacated within 45 days next following the expiry of the applicable appeal period, or if the Mortgagor otherwise acknowledges its insolvency;
- (e) if an encumbrancer takes possession of any part of the Mortgaged Premises or if a liquidator or receiver by appointment or an application for any appointment shall be brought with respect to all or any part of the undertaking, property or assets of the Mortgagor;
- (f) should the Mortgagor or those claiming under it commit any act of waste or in any other way cause or permit, in the sole, unfettered opinion of the Mortgagee, the value of the mortgaged premises to diminish;
- (g) should any representation or warranty made in the Loan Application or Loan Commitment (as the case may be) be found to be false or untrue in any material respect;
- (h) should the mortgaged premises become vacant or unoccupied;
- (i) should the Mortgagor cease to carry on or abandon any business conducted from the mortgaged premises;
- (j) should the Mortgagor fail to observe or perform any of the terms, conditions, provisos, stipulations, undertakings or obligations set forth in any loan agreement or commitment pursuant to which the whole or any part of the principal sum secured by this mortgage or any part thereof were advanced;
- (k) upon the expiry of 45 days from the date of registration of any Builders Lien against the said lands or mortgaged premises which the Mortgagor does not dispute the validity or correctness of by prosecuting legal proceedings for the removal thereof; and
- (l) in the event the Mortgagor is a corporation and shall fail to be a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and in good standing and legally qualified to carry on business in the Province of Saskatchewan.

12. REMEDIES AVAILABLE TO MORTGAGEE ON DEFAULT

In the event of any default of this Mortgage:

- (a) **Perform Mortgagor's Covenants**

The Mortgagee may at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

(b) Take Possession

The Mortgagee or agent of the Mortgagee may enter into possession of the mortgaged premises and whether in or out of possession collect the rents and profits thereof, lease any part thereof, for such term and periods and at such rents as the Mortgagee may think proper, and make such arrangements for completing construction of, taking care of and repairing and putting in order and managing generally the mortgaged premises as the Mortgagee may deem expedient; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease;

(c) Right to Distrain

It shall and may be lawful for and the Mortgagor does hereby grant full power, right and licence to the Mortgagee to enter, seize and distrain upon the mortgaged premises, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the premises, as much of the mortgage monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;

(d) Right of Foreclosure and Sale

The Mortgagee may take such proceedings to realize on this mortgage by foreclosure or otherwise as entitled to by law and may sell and dispose of the mortgaged premises with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the mortgaged premises.

(e) Acceleration

The whole of the principal sum and all other monies hereby secured shall, at the option of the Mortgagee, become immediately due and payable, notwithstanding anything to the contrary herein contained.

(f) Appointment of Receiver

In addition to the other remedies available on default, the Mortgagee may appoint by writing or by written instrument a Receiver or a Receiver Manager (the "Receiver") of the mortgaged premises hereby charged upon such terms as to remuneration and otherwise as it shall think fit and may from time to time appoint another in its stead, a Receiver so appointed shall be the agent of the Mortgagor and the Mortgagor shall be responsible for such Receiver's acts and defaults and for his remuneration, costs, charges and expenses to the exclusion of liability on the part of the Mortgagee.

(g) Receiver's Powers

The Receiver so appointed shall be entitled to:

- (i) Take possession of the mortgaged premises hereby charged;
- (ii) Carry on or concur in carrying on the business of the Mortgagor and for this purpose to borrow money on the security of the mortgaged premises hereby charged in priority to this mortgage or otherwise;
- (iii) Make arrangements at such time or times as the Mortgagee may deem necessary without the concurrence of any other person for the repairing, finishing, altering, improving, adding to or putting in order the mortgaged premises, sell or lease or concur in selling or leasing the mortgaged premises hereby charged or otherwise deal therewith on such terms in the interest of the Mortgagee as the Receiver shall think fit;
- (iv) Make any arrangements or compromise which the Receiver shall think expedient in the interest of the Mortgagee;
- (v) Defend and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the mortgaged premises, to defend all suits, proceedings and actions against the Mortgagee or the Receiver;
- (vi) Do all such other acts and things as the Receiver may consider to be incidental or conducive to any of the matters and powers aforesaid in which the Receiver may or can lawfully do as an agent for the Mortgagor.

13. ADVANCES TO BE MADE AT DISCRETION OF MORTGAGEE

Neither the execution or registration of this mortgage nor the advance of part of the monies secured by the mortgage shall bind the Mortgagee to advance the said monies or any unadvanced part thereof, and that the advance of the said monies or any part thereof from time to time shall be in the sole discretion of the Mortgagee.

14. EXTENSION OR AMENDMENT AGREEMENT NEED NOT BE REGISTERED

Any agreement for extension of the term of the mortgage, or any agreement amending the provisions of the mortgage including increasing or decreasing the rate of interest payable hereunder prior to execution of a discharge of this mortgage by the Mortgagee need not be registered with the land registry. If, upon the expiry of any term, the Mortgagee offers to extend the term of this mortgage and the Mortgagor fails to execute an extension agreement as required, the Mortgagee may prescribe the terms of renewal or extension (which will include extending the term for a further period of one year and prescribing the rate of interest payable on the outstanding balance at the then prevailing Mortgagee's one year open mortgage rate) and such terms shall be deemed to apply and be in full force and effect as against the Mortgagor as of the commencement date of the renewal or extended term. This mortgage and all terms, covenants, and provisions (except as may be expressly amended by any such extension agreement) shall continue in full force and effect and nothing contained in any extension agreement shall have the effect of

discharging, merging, replacing or rendering unenforceable this mortgage as security unless the extension or renewal agreement so states.

15. PAYMENT AFTER TERM EXPIRES

No agreement for renewal hereof or extension of time for payment of any monies hereunder shall result from or be implied from any payment or payments of any kind whatsoever made by the Mortgagor to the Mortgagee after the expiration of the original term of this mortgage or any subsequent term agreed to in writing between the Mortgagor and the Mortgagee and that no renewal hereof or extension of time for payment of any monies hereunder shall result from or be implied from any other act, matter or thing save the express agreement in writing between the Mortgagor and the Mortgagee.

16. PAYMENT OF CHARGES OR ENCUMBRANCES

In the event of the Mortgage monies advanced hereunder or any part thereof being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all of the rights of and stand in the position of and be entitled to all equities of the parties so paid, whether such charge or encumbrance has or has not been discharged and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid shall be final and binding on the Mortgagor.

17. MONIES RECEIVED BY MORTGAGEE

The Mortgagee shall not be charged with any monies receivable or collectible out of the mortgaged premises or otherwise, except those actually received; and all revenue of the mortgaged premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other liens, charges, encumbrances or claims against the mortgaged premises or any part thereof, or applied on the mortgage account, or may be used or applied partly in one way or partly in another or others.

18. EXTENSION OF TIME NOT PREJUDICIAL

No extension of time for of the carrying out of any covenant hereunder given by the Mortgagee to the Mortgagor, or anyone claiming under him, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the monies hereby secured.

19. JUDGMENT NOT TO CAUSE MERGER

The taking of a judgment on any of the covenants or agreements herein contained shall not operate as a merger thereof or affect the Mortgagee's right to interest at the aforesaid rate on any monies due and owing to the Mortgagee during the continuance of this security.

20. RIGHT TO INSPECT

The Mortgagee or agent of the Mortgagee may, at any time, enter upon the said lands to inspect the said lands and buildings thereon.

21. RELEASING PARTS OF SECURITY OR PARTIES TO AGREEMENT

The Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of or the monies hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefore, and without being accountable for the value thereof or for any monies except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any collateral security, or any persons from this mortgage or from any of the covenants herein contained or contained in any collateral security.

22. MORTGAGOR'S RIGHT TO A DISCHARGE OR ASSIGNMENT OF MORTGAGE

The Mortgagor will not be entitled to a discharge or assignment of this mortgage until and unless it has kept and performed all the covenants, provisos, agreements and stipulations herein contained whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise, and that the Mortgagor shall and will perform and keep all the provisions and covenants in these presents according to the true intent and meaning thereof; and the Mortgagee shall have a reasonable time after the payment of the mortgage monies in full within which to prepare and execute a discharge or execute an assignment of this mortgage provided to us by the Mortgagor or a third party; and all legal and other expenses including applicable discharge or assignment fees charged by the Mortgagee, if any, for the preparation and execution of such discharge or execution of such assignment shall be borne by the Mortgagor, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee of all sums due and owing hereunder including the cost of preparation and registration of such discharge or assignment.

23. REMEDIES MAY BE PURSUED INDEPENDENTLY

No right or remedy of the Mortgagee under this mortgage or which the Mortgagee may have at law shall be exclusive or dependent upon any other right or remedy, but any one or more of such rights or remedies may from time to time be exercised independently or in combination.

24. ASSIGNMENT OF RENTS

In the event that the said lands or any part thereof are now or may at any time during the currency of this mortgage be rented or leased by the Mortgagor to any tenant or tenants, the Mortgagor hereby assigns the rentals including any surface or oil and gas lease rentals and the like, payable to the Mortgagor by any such tenant or tenants to the Mortgagee as additional security for payment of the monies from time to time owing under this mortgage, provided that the Mortgagee shall not make use of this assignment or give notice thereof to such tenant or tenants unless and until the Mortgagor shall have made default in payment of principal or interest or other monies becoming due or secured under this mortgage or in default of the observance or performance of any of the covenants, conditions, stipulations or provisos herein contained.

25. ATTORNMENT

And for the purpose of better securing the punctual payment of the monies hereby secured the Mortgagor hereby attorns to and becomes tenant to the Mortgagee for the said lands at a monthly rental equivalent to the monthly instalments payable hereunder, to be paid in the manner and on the days and times hereinbefore appointed, the legal relationship of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor, and on the payment of the said rent the same shall be taken to be and shall be, in the satisfaction of interest, principal and other charges as herein appointed. Provided also that the Mortgagee may at any time after default in payment or performance or compliance with any covenant hereunder, enter into and upon the said lands or any part thereof, and determine the tenancy hereby created without giving any notice to quit; but the Mortgagor agrees that neither the existence of this clause nor anything done by virtue thereof shall render the Mortgagee a mortgagee in possession so as to be accountable for any monies except those actually received, whether from a tenant or otherwise.

26. MORTGAGE TO BIND HEIRS, ETC.

This mortgage and all the covenants and stipulations contained herein shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto and such heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained.

27. "MORTGAGOR" MAY HAVE PLURAL MEANING

Whenever the singular or the masculine pronoun is used throughout this mortgage the same shall be construed as meaning the plural or the feminine (or neuter in the case of a company) where the context or the parties hereto so require, and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several.

28. PARTIAL INVALIDITY

Each provision of this mortgage is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this mortgage.

29. CORPORATIONS WAIVE PROVISIONS OF THE LIMITATION OF CIVIL RIGHTS ACT AND THE LAND CONTRACTS (ACTIONS) ACT

The following paragraph applies only if the Mortgagor is a corporate body, in which case the Mortgagor also covenants and agrees with the Mortgagee: (a) That *The Land Contracts (Actions) Act* of the Province of Saskatchewan shall have no application to any action, as defined in *The Land Contracts (Actions) Act*, aforesaid, with respect to this mortgage; and (b) That *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this mortgage, any charge or other security for the payment of money made, given or created by this mortgage, or any agreement renewing or extending this mortgage and shall in no way limit the rights, powers or remedies of the Mortgagee granted hereunder.

30. MORTGAGOR MORTGAGES LAND

And for the better securing to the Mortgagee the repayment in the manner aforesaid of the principal sum and interest and other charges and money hereby secured, the Mortgagor hereby mortgages to the Mortgagee its estate and interest in the said lands.

31. REDUCED INTEREST RATE

Notwithstanding anything in this mortgage contained, the Mortgagee may forgive to the Mortgagor the payment of interest on the money hereby secured and then outstanding, at the full rate thereof and instead charge to the Mortgagor a reduced rate of interest. Any such forgiveness of interest so payable shall not prejudice or affect any right or remedy that the Mortgagee may have pursuant to this mortgage except for the interest so forgiven.

32. HEADINGS

The descriptive headings of this mortgage are included for convenience only and do not form part of the covenants, provisos and agreements herein contained.

33. MORTGAGE SECURING REVOLVING, CYCLICAL CREDIT AGREEMENT OR VARIABLE RATE CREDIT AGREEMENT

Where this mortgage secures Revolving Line of Credit, Cyclical (Quick Loan) or Variable Rate Credit Agreements, the Mortgagor acknowledges and agrees that:

- (a) the mortgage shall be a continuing security for the payment of all amounts advanced including interest, costs, charges and expenses which may become due and payable under the terms of the mortgage, notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness and any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again;
- (b) in the case of a Variable Rate Credit Agreement, the Mortgagee may vary the applicable interest rate including increasing the applicable percentage above its Prime Rate of Interest or changing the applicable fixed rate of interest on advance notice to the Mortgagor. The Mortgagee will not give notice of change to its Prime Rate of Interest as that information is available at the Mortgagee's branches and on its website.

34. DEEMED REINVESTMENT

The Deemed Reinvestment Principle shall not apply to the calculation and payment of interest under this mortgage. The nominal rate method of interest calculation shall apply. It is understood and agreed that the Mortgagee shall not be deemed to reinvest any interest from time to time received by the Mortgagee hereunder.

35. RE-ADVANCES

When not in default, the Mortgagor may request, and the Mortgagee may, in its absolute and sole discretion, re-advance any principal portion of the within mortgage loan which has been repaid by the Mortgagor to the Mortgagee, but only to the extent that the principal balance outstanding after such re-advance shall not exceed the amount of the original principal sum secured. The Mortgagor agrees that notwithstanding that the mortgage may be reduced and re-advances made, this mortgage secures all sums ultimately due and owing by the mortgagor to the Mortgagee in respect of this mortgage, including any re-advancement of principal monies made by the Mortgagee to the Mortgagor at any time. No change to the terms of repayment, the obligations of the Mortgagor, or the manner of payment or the amount of interest shall operate as a release or discharge of this mortgage. For the purposes of priority of advances as provided under *The Land Titles Act, 2000*, this mortgage is and shall be considered a mortgage that provides for readvances of credit up to a specific principal sum.

36. HAZARDOUS SUBSTANCES

The Mortgagor hereby covenants and represents that the mortgaged premises (or any part thereof) does not contain urea formaldehyde (foam insulation), asbestos, P.C.B.s, radioactive materials or substances determined to be injurious to human life or health (hereinafter referred to as "Hazardous Substances") nor any such Hazardous Substances contained in the soil of the mortgage premises nor shall any such Hazardous Substances be used in the construction or any improvements on the mortgage premises. The presence of any such Hazardous Substances will be considered as an act of default by the Mortgagor under this mortgage and the Mortgagor shall be liable for any and all costs, expenses, damages or liabilities whatsoever without limitation, directly or indirectly arising out of or attributable to the presence on, under or about the mortgaged premises or any Hazardous Substances and such liability shall survive foreclosure or payment of this mortgage or any debt arising thereunder and any other exercise by the Mortgagee of any remedies available to it against the Mortgagor or the Guarantors.

37. CROSS-DEFAULT

If the Mortgagor defaults in observance or performance of any of the covenants, terms provisos or conditions in any mortgage to which this Mortgage is subject, or to which this Mortgage is in priority, or defaults under any additional security or collateral security relating to the said mortgaged premises, or defaults under any other loan made by the Mortgagee to the Mortgagor, then in such event the principal sum hereby secured shall, at the exclusive option of the Mortgagee, forthwith become due and payable, and all of the powers of the Mortgagee under this mortgage in the event of default may be exercised. Further, the mortgagor covenants and agrees that default under any instrument given as additional or collateral security to and for the repayment of the monies secured by this mortgage shall constitute default hereunder and shall entitle the Mortgagee to exercise any or all of the rights and remedies available to it and provided for in the event of default hereunder.

38. MORTGAGE INCORPORATES OFFER TO FINANCE

The terms and conditions contained in an Offer to Finance or Loan Application made by the Mortgagee to the Mortgagor together with such other amendments as may be agreed to between the Mortgagor and the Mortgagee from time to time are incorporated into and form part of this Mortgage. To the extent that there is any conflict or inconsistency between the terms of any Offer to Finance or Loan Application and the Mortgage, the terms of the

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, _____ (Indicate Capacity) _____ certify that I have examined
_____ non-owning spouse of _____
the owning spouse, in the above/attached mortgage separate and apart from the owning spouse. The non-owning
spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on
the part of the owning spouse; and
- (b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the above/attached mortgage and that I
am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED this _____ day of _____, _____.

Signature

HOMESTEAD AFFIDAVIT

I, _____, of _____, make oath and say that:

- 1. I am the/a Mortgagor.
- 2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our spousal relationship.
- or-
- 2. I have no spouse.
- or-
- 2. My spouse is a registered owner of the land that is subject matter of this disposition and a co-signator of this disposition.
- or-
- 2. My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.
- or-
- 2. An order has been made by the Court of Queen's Bench pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

SWORN before me at _____)
 In the Province of _____)
 this _____ day of _____, _____)
 _____)

A COMMISSIONER OF OATHS in and for the Province of
 Saskatchewan; Being a Solicitor (or) _____
 My Commission expires: _____

HOMESTEAD AFFIDAVIT

I, _____, of _____, make oath and say that:

- 1. I am the/a Mortgagor.
- 2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our spousal relationship.
- or-
- 2. I have no spouse.
- or-
- 2. My spouse is a registered owner of the land that is subject matter of this disposition and a co-signator of this disposition.
- or-
- 2. My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.
- or-
- 2. An order has been made by the Court of Queen's Bench pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

SWORN before me at _____)
 In the Province of _____)
 this _____ day of _____, _____)
 _____)

A COMMISSIONER OF OATHS in and for the Province of
 Saskatchewan; Being a Solicitor (or) _____
 My Commission expires: _____

~~AFFIDAVIT~~

CANADA) I, _____
PROVINCE OF SASKATCHEWAN) of _____, in the Province of Saskatchewan,

TO WIT:) make oath and say:

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

SWORN before me at _____)
in the Province of Saskatchewan this _____ day)
of _____)

A COMMISSIONER FOR OATHS in and for the Province of
Saskatchewan; Being a Solicitor (or) _____
~~My Commission Expires: _____~~



Interest Authorization Corporate Entity with Seal Affixed One Signing Officer

Authorization

CALEB MANAGEMENT LTD., authorizes by the signature of its proper signing officer

Assignment to of Interest Register Number Interest Number(s)/Share Number(s)

Amendment of Interest Register Number 120493234

Full Discharge of Interest Register Number

Partial Discharge of Interest Register Number Interest Number(s)

17, March, 2020 Date (day, month, year)

Corporate Officer Signature

Sirous Tosh, President & Secretary (Print Name and Position)



(Corporate Seal)

PROVINCE OF SASKATCHEWAN - THE LAND TITLES ACT MORTGAGE

VOYAGER RETIREMENT III GENPAR INC.

(called the "Mortgagor")

being registered as owner of an estate in fee simple of and in those surface and or mineral parcels in the Province of Saskatchewan described as follows:

Unit #1 in Condo Plan #102102871 with 94 / 10000 shares of common property in Condominium Parcel #166235441
Linked to Parking Unit #143
Reference Land Description: Condo Plan No 102102871 Extension 0

Unit #2 in Condo Plan #102102871 with 46 / 10000 shares of common property in Condominium Parcel #166235441
Linked to Parking Unit #180
Reference Land Description: Condo Plan No 102102871 Extension 0

Unit #3 in Condo Plan #102102871 with 61 / 10000 shares of common property in Condominium Parcel #166235441
Linked to Parking Unit #173
Reference Land Description: Condo Plan No 102102871 Extension 0

(the "mortgaged premises" or the "said lands")

In consideration of the sum of \$ 701,000.00 lent to the Mortgagor by
CALEB MANAGEMENT LTD., whose postal address is

100 - 465 1st Avenue North, Saskatoon, SK S7K 1X5, in the Province of Saskatchewan, who and whose successors and assigns are hereinafter included in the expression the "Mortgagee", the receipt of which sum is hereby acknowledged, covenants and agrees with the Mortgagee as follows:

1. REPAYMENT

THAT the Mortgagor will pay to the Mortgagee in lawful money of Canada, at the office of the Mortgagee in the Province of Saskatchewan set out above, the sum lent to the Mortgagor as aforesaid, together with interest thereon at the rate of 2.50% per annum, calculated yearly not in advance, as well after as before maturity, default or judgment until paid as follows:

On Demand, provided until demand is made by the Caleb Management Ltd. interest only shall be paid by monthly instalments of \$1,461.00, the first instalment of interest to be made on April 15, 2020, and thereafter every month until March 15, 2023 at which time the entire balance shall be paid.

Except as otherwise expressly agreed to by the Mortgagee, all payments or deposits shall be applied and credited firstly to interest and the balance, if any, to principal.

2. PREPAYMENT PRIVILEGES

The prepayment privileges, if any, of the mortgage are set out on the attached Schedule, which forms part of and is incorporated into this mortgage.

3. ARREARS OF INTEREST TO BE TREATED AS PRINCIPAL

All interest shall become due on the instalment payment dates as aforesaid and all interest on becoming overdue shall be forthwith treated (as to payment thereon) as principal and shall bear interest at the rate aforesaid as well after as before maturity of this mortgage and shall be payable on the dates hereinbefore provided for the payment of instalments, and all such interest shall be a charge on the said lands. On default of payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable thereon and in case the interest and compound interest are not paid by the next calculation (compound) date as provided for in the mortgage, a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount of interest and compound interest then due, as well after as before maturity, default and judgment, and so on from time to time, and all such interest and compound interest shall be a charge upon the said lands.

4. MORTGAGOR TO PAY MORTGAGEE'S COSTS

All solicitors, inspectors, valuers, and surveyors fees and expenses for drawing and registering this mortgage or for examining the mortgaged premises together with all expenses incurred by the Mortgagee for the preservation or protection of the security, or to remedy any default of the Mortgagor hereunder, including advances or payments made for principal, insurance premiums, taxes or rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the mortgaged premises and in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing, or improving the mortgaged premises, and in exercising any right, power, remedy or purpose of the mortgagee and legal costs, as between solicitor and client, and an allowance for the time, work and expenses of the Mortgagee, whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are secured hereby and shall be a charge on the mortgaged premises, and shall be added to the principal sum hereby secured and bear interest at the said rate, and all such monies shall be payable to the Mortgagee on demand, or if not demanded then with the next ensuing instalment. In the event *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002* shall apply to this mortgage, the costs and expenses and fees chargeable to the Mortgagor shall be limited to those allowed under *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002*.

5. IMPROVEMENTS AND FIXTURES PART OF MORTGAGED PREMISES

All buildings, erections and improvements, fixed or otherwise, now on or hereafter put upon the mortgaged premises, and all apparatus and equipment appurtenant thereto shall, be treated as fixtures thereon and form part of the realty and of the security and shall be and are included in the expression the "mortgaged premises" and shall not be removed there from during the continuance of the mortgage.

6. COVENANT TO REPAIR

The Mortgagor will remain in possession of the said lands until payment of this mortgage and will well and sufficiently repair and maintain any buildings on the said lands and all fixtures in good and substantial repair; and in the event of a loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair or rebuild the same within a time to be determined by the Mortgagee and to be stated in such notice; and a failure of the Mortgagor to repair or rebuild within such time shall constitute a default under the mortgage.

7. COVENANTS AS TO TITLE

- (a) The Mortgagor has a good title to the said lands;
- (b) The Mortgagor has the right to mortgage the said lands;
- (c) On default the Mortgagee shall have quiet possession of the said lands free from all encumbrances;
- (d) The Mortgagor will execute such further assurances of the said lands as may be requisite; and
- (e) The Mortgagor has done no act to encumber the said lands.

8. INSURANCE

The Mortgagor will insure and during the continuance of this mortgage keep insured with an insurance company not disapproved by the Mortgagee, each and every building on the said lands to the extent of their full insurable value for extended coverage and against loss or damage by fire, and as the Mortgagee may require from time to time against such additional perils, risks, or events; and if a sprinkler system shall be operated on the mortgaged premises, against loss or damage caused by such sprinkler system; and the Mortgagor will forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereto appertaining; and if the Mortgagor neglects to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Mortgagee at least five days before the termination of any insurance evidence of renewal thereof, the Mortgagee shall be entitled, but shall not be obligated, to insure the said buildings or any of them; and the Mortgagor shall forthwith on the happening of any loss or damage furnish at his own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies; and any insurance money may at the option of the Mortgagee be applied in rebuilding, reinstating or repairing the premises, or be paid to the

Mortgagor, or be applied or paid partly in one way and partly in another, or it may be applied in the sole discretion of the Mortgagee in whole or in part on the mortgage debt or any part thereof, whether or not then due; and the Mortgagee shall have a lien for the mortgage debt on all insurance on the said buildings, whether effected under the foregoing covenants or not; and provisions as to insurance shall apply to all buildings and all the fixtures and appurtenances whether now or hereafter erected on the said lands.

9. PAYMENT OF TAXES AND OTHER CHARGES

The Mortgagor will pay when and as the same fall due all taxes, levies, fees, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises. In respect of municipal or school taxes chargeable against the mortgaged premise unless otherwise agreed to by the Mortgagee, the Mortgagor shall pay, in addition to the instalments due, on the dates when instalments of principal hereunder are due, the like proportion of the total taxes next becoming due and payable as estimated by the Mortgagee; and the Mortgagor shall also pay to the Mortgagee on demand the amount, if any, by which the actual taxes exceeded such estimated amount or in the alternative such excess shall become part of the principal and shall bear interest at the rate aforesaid.

10. NO SALE WITHOUT MORTGAGEE'S APPROVAL

In the event of:

- (a) the Mortgagor selling, conveying, transferring, or entering into any agreement of sale or transfer of title of the lands hereby mortgaged to a purchaser, grantee or transferee not approved in writing by the Mortgagee; or
- (b) if such a purchaser, grantee or transferee should fail to (i) apply for and receive the Mortgagee's written approval as aforesaid, (ii) personally assume all the obligations of the Mortgagor under this mortgage, and (iii) execute an Assumption Agreement in the form required by the Mortgagee,

at the option of the Mortgagee all monies hereby secured, with accrued interest thereon, shall forthwith become due and payable.

11. DEFAULT

Notwithstanding anything to the contrary herein contained, the Mortgagor shall be deemed to be in default of this Mortgage on each of the following events:

- (a) a default on the part of the Mortgagor in the payment of any instalment of principal or interest or any other sums due under this Mortgage or any mortgage or other charge ranking in priority to the charge of this Mortgage;
- (b) a breach of any of the Mortgagor's covenants or other obligations contained in this Mortgage;
- (c) if the Mortgagor defaults under any other security now or hereafter granted by the Mortgagor to the Mortgagee as additional security for the due performance of the Mortgagor's covenants hereunder;
- (d) if the Mortgagor becomes bankrupt or insolvent or is subjected to the provisions of the *Bankruptcy and Insolvency Act* or any other Act for the benefit of creditors or goes into voluntary or compulsory liquidation or makes an assignment for the benefit of creditors or makes a proposal under the *Bankruptcy and Insolvency Act* or if a petition in bankruptcy is filed against the Mortgagor or if a creditor enters judgment against any of them and any such judgment is not discharged and vacated within 45 days next following the expiry of the applicable appeal period, or if the Mortgagor otherwise acknowledges its insolvency;
- (e) if an encumbrancer takes possession of any part of the Mortgaged Premises or if a liquidator or receiver by appointment or an application for any appointment shall be brought with respect to all or any part of the undertaking, property or assets of the Mortgagor;
- (f) should the Mortgagor or those claiming under it commit any act of waste or in any other way cause or permit, in the sole, unfettered opinion of the Mortgagee, the value of the mortgaged premises to diminish;
- (g) should any representation or warranty made in the Loan Application or Loan Commitment (as the case may be) be found to be false or untrue in any material respect;
- (h) should the mortgaged premises become vacant or unoccupied;
- (i) should the Mortgagor cease to carry on or abandon any business conducted from the mortgaged premises;
- (j) should the Mortgagor fail to observe or perform any of the terms, conditions, provisos, stipulations, undertakings or obligations set forth in any loan agreement or commitment pursuant to which the whole or any part of the principal sum secured by this mortgage or any part thereof were advanced;
- (k) upon the expiry of 45 days from the date of registration of any Builders Lien against the said lands or mortgaged premises which the Mortgagor does not dispute the validity or correctness of by prosecuting legal proceedings for the removal thereof; and
- (l) in the event the Mortgagor is a corporation and shall fail to be a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and in good standing and legally qualified to carry on business in the Province of Saskatchewan.

12. REMEDIES AVAILABLE TO MORTGAGEE ON DEFAULT

In the event of any default of this Mortgage:

- (a) Perform Mortgagor's Covenants

The Mortgagee may at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

(b) **Take Possession**

The Mortgagee or agent of the Mortgagee may enter into possession of the mortgaged premises and whether in or out of possession collect the rents and profits thereof, lease any part thereof, for such term and periods and at such rents as the Mortgagee may think proper, and make such arrangements for completing construction of, taking care of and repairing and putting in order and managing generally the mortgaged premises as the Mortgagee may deem expedient; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease;

(c) **Right to Distrain**

It shall and may be lawful for and the Mortgagor does hereby grant full power, right and licence to the Mortgagee to enter, seize and distrain upon the mortgaged premises, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the premises, as much of the mortgage monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;

(d) **Right of Foreclosure and Sale**

The Mortgagee may take such proceedings to realize on this mortgage by foreclosure or otherwise as entitled to by law and may sell and dispose of the mortgaged premises with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the mortgaged premises.

(e) **Acceleration**

The whole of the principal sum and all other monies hereby secured shall, at the option of the Mortgagee, become immediately due and payable, notwithstanding anything to the contrary herein contained.

(f) **Appointment of Receiver**

In addition to the other remedies available on default, the Mortgagee may appoint by writing or by written instrument a Receiver or a Receiver Manager (the "Receiver") of the mortgaged premises hereby charged upon such terms as to remuneration and otherwise as it shall think fit and may from time to time appoint another in its stead, a Receiver so appointed shall be the agent of the Mortgagor and the Mortgagor shall be responsible for such Receiver's acts and defaults and for his remuneration, costs, charges and expenses to the exclusion of liability on the part of the Mortgagee.

(g) **Receiver's Powers**

The Receiver so appointed shall be entitled to:

- (i) Take possession of the mortgaged premises hereby charged;
- (ii) Carry on or concur in carrying on the business of the Mortgagor and for this purpose to borrow money on the security of the mortgaged premises hereby charged in priority to this mortgage or otherwise;
- (iii) Make arrangements at such time or times as the Mortgagee may deem necessary without the concurrence of any other person for the repairing, finishing, altering, improving, adding to or putting in order the mortgaged premises, sell or lease or concur in selling or leasing the mortgaged premises hereby charged or otherwise deal therewith on such terms in the interest of the Mortgagee as the Receiver shall think fit;
- (iv) Make any arrangements or compromise which the Receiver shall think expedient in the interest of the Mortgagee;
- (v) Defend and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the mortgaged premises, to defend all suits, proceedings and actions against the Mortgagee or the Receiver;
- (vi) Do all such other acts and things as the Receiver may consider to be incidental or conducive to any of the matters and powers aforesaid in which the Receiver may or can lawfully do as an agent for the Mortgagor.

13. ADVANCES TO BE MADE AT DISCRETION OF MORTGAGEE

Neither the execution or registration of this mortgage nor the advance of part of the monies secured by the mortgage shall bind the Mortgagee to advance the said monies or any unadvanced part thereof, and that the advance of the said monies or any part thereof from time to time shall be in the sole discretion of the Mortgagee.

14. EXTENSION OR AMENDMENT AGREEMENT NEED NOT BE REGISTERED

Any agreement for extension of the term of the mortgage, or any agreement amending the provisions of the mortgage including increasing or decreasing the rate of interest payable hereunder prior to execution of a discharge of this mortgage by the Mortgagee need not be registered with the land registry. If, upon the expiry of any term, the Mortgagee offers to extend the term of this mortgage and the Mortgagor fails to execute an extension agreement as required, the Mortgagee may prescribe the terms of renewal or extension (which will include extending the term for a further period of one year and prescribing the rate of interest payable on the outstanding balance at the then prevailing Mortgagee's one year open mortgage rate) and such terms shall be deemed to apply and be in full force and effect as against the Mortgagor as of the commencement date of the renewal or extended term. This mortgage and all terms, covenants, and provisions (except as may be expressly amended by any such extension agreement) shall continue in full force and effect and nothing contained in any extension agreement shall have the effect of

discharging, merging, replacing or rendering unenforceable this mortgage as security unless the extension or renewal agreement so states.

16. PAYMENT AFTER TERM EXPIRES

No agreement for renewal hereof or extension of time for payment of any monies hereunder shall result from or be implied from any payment or payments of any kind whatsoever made by the Mortgagor to the Mortgagee after the expiration of the original term of this mortgage or any subsequent term agreed to in writing between the Mortgagor and the Mortgagee and that no renewal hereof or extension of time for payment of any monies hereunder shall result from or be implied from any other act, matter or thing save the express agreement in writing between the Mortgagor and the Mortgagee.

16. PAYMENT OF CHARGES OR ENCUMBRANCES

In the event of the Mortgage monies advanced hereunder or any part thereof being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all of the rights of and stand in the position of and be entitled to all equities of the parties so paid, whether such charge or encumbrance has or has not been discharged and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid shall be final and binding on the Mortgagor.

17. MONIES RECEIVED BY MORTGAGEE

The Mortgagee shall not be charged with any monies receivable or collectible out of the mortgaged premises or otherwise, except those actually received; and all revenue of the mortgaged premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other liens, charges, encumbrances or claims against the mortgaged premises or any part thereof, or applied on the mortgage account, or may be used or applied partly in one way or partly in another or others.

18. EXTENSION OF TIME NOT PREJUDICIAL

No extension of time for of the carrying out of any covenant hereunder given by the Mortgagee to the Mortgagor, or anyone claiming under him, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the monies hereby secured.

19. JUDGMENT NOT TO CAUSE MERGER

The taking of a judgment on any of the covenants or agreements herein contained shall not operate as a merger thereof or affect the Mortgagee's right to interest at the aforesaid rate on any monies due and owing to the Mortgagee during the continuance of this security.

20. RIGHT TO INSPECT

The Mortgagee or agent of the Mortgagee may, at any time, enter upon the said lands to inspect the said lands and buildings thereon.

21. RELEASING PARTS OF SECURITY OR PARTIES TO AGREEMENT

The Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of or the monies hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefore, and without being accountable for the value thereof or for any monies except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any collateral security, or any persons from this mortgage or from any of the covenants herein contained or contained in any collateral security.

22. MORTGAGOR'S RIGHT TO A DISCHARGE OR ASSIGNMENT OF MORTGAGE

The Mortgagor will not be entitled to a discharge or assignment of this mortgage until and unless it has kept and performed all the covenants, provisos, agreements and stipulations herein contained whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise, and that the Mortgagor shall and will perform and keep all the provisions and covenants in these presents according to the true intent and meaning thereof; and the Mortgagee shall have a reasonable time after the payment of the mortgage monies in full within which to prepare and execute a discharge or execute an assignment of this mortgage provided to us by the Mortgagor or a third party; and all legal and other expenses including applicable discharge or assignment fees charged by the Mortgagee, if any, for the preparation and execution of such discharge or execution of such assignment shall be borne by the Mortgagor, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee of all sums due and owing hereunder including the cost of preparation and registration of such discharge or assignment.

23. REMEDIES MAY BE PURSUED INDEPENDENTLY

No right or remedy of the Mortgagee under this mortgage or which the Mortgagee may have at law shall be exclusive or dependent upon any other right or remedy, but any one or more of such rights or remedies may from time to time be exercised independently or in combination.

24. ASSIGNMENT OF RENTS

In the event that the said lands or any part thereof are now or may at any time during the currency of this mortgage be rented or leased by the Mortgagor to any tenant or tenants, the Mortgagor hereby assigns the rentals including any surface or oil and gas lease rentals and the like, payable to the Mortgagor by any such tenant or tenants to the Mortgagee as additional security for payment of the monies from time to time owing under this mortgage, provided that the Mortgagee shall not make use of this assignment or give notice thereof to such tenant or tenants unless and until the Mortgagor shall have made default in payment of principal or interest or other monies becoming due or secured under this mortgage or in default of the observance or performance of any of the covenants, conditions, stipulations or provisos herein contained.

25. ATTORNMENT

And for the purpose of better securing the punctual payment of the monies hereby secured the Mortgagor hereby attorns to and becomes tenant to the Mortgagee for the said lands at a monthly rental equivalent to the monthly instalments payable hereunder, to be paid in the manner and on the days and times hereinbefore appointed, the legal relationship of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor, and on the payment of the said rent the same shall be taken to be and shall be, in the satisfaction of interest, principal and other charges as herein appointed. Provided also that the Mortgagee may at any time after default in payment or performance or compliance with any covenant hereunder, enter into and upon the said lands or any part thereof, and determine the tenancy hereby created without giving any notice to quit; but the Mortgagor agrees that neither the existence of this clause nor anything done by virtue thereof shall render the Mortgagee a mortgagee in possession so as to be accountable for any monies except those actually received, whether from a tenant or otherwise.

26. MORTGAGE TO BIND HEIRS, ETC.

This mortgage and all the covenants and stipulations contained herein shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto and such heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained.

27. "MORTGAGOR" MAY HAVE PLURAL MEANING

Whenever the singular or the masculine pronoun is used throughout this mortgage the same shall be construed as meaning the plural or the feminine (or neuter in the case of a company) where the context or the parties hereto so require, and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several.

28. PARTIAL INVALIDITY

Each provision of this mortgage is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this mortgage.

29. CORPORATIONS WAIVE PROVISIONS OF THE LIMITATION OF CIVIL RIGHTS ACT AND THE LAND CONTRACTS (ACTIONS) ACT

The following paragraph applies only if the Mortgagor is a corporate body, in which case the Mortgagor also covenants and agrees with the Mortgagee: (a) That *The Land Contracts (Actions) Act* of the Province of Saskatchewan shall have no application to any action, as defined in *The Land Contracts (Actions) Act*, aforesaid, with respect to this mortgage; and (b) That *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this mortgage, any charge or other security for the payment of money made, given or created by this mortgage, or any agreement renewing or extending this mortgage and shall in no way limit the rights, powers or remedies of the Mortgagee granted hereunder.

30. MORTGAGOR MORTGAGES LAND

And for the better securing to the Mortgagee the repayment in the manner aforesaid of the principal sum and interest and other charges and money hereby secured, the Mortgagor hereby mortgages to the Mortgagee its estate and interest in the said lands.

31. REDUCED INTEREST RATE

Notwithstanding anything in this mortgage contained, the Mortgagee may forgive to the Mortgagor the payment of interest on the money hereby secured and then outstanding, at the full rate thereof and instead charge to the Mortgagor a reduced rate of interest. Any such forgiveness of interest so payable shall not prejudice or affect any right or remedy that the Mortgagee may have pursuant to this mortgage except for the interest so forgiven.

32. HEADINGS

The descriptive headings of this mortgage are included for convenience only and do not form part of the covenants, provisos and agreements herein contained.

33. MORTGAGE SECURING REVOLVING, CYCLICAL CREDIT AGREEMENT OR VARIABLE RATE CREDIT AGREEMENT

Where this mortgage secures Revolving Line of Credit, Cyclical (Quick Loan) or Variable Rate Credit Agreements, the Mortgagor acknowledges and agrees that:

- (a) the mortgage shall be a continuing security for the payment of all amounts advanced including interest, costs, charges and expenses which may become due and payable under the terms of the mortgage, notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness and any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again;
- (b) in the case of a Variable Rate Credit Agreement, the Mortgagee may vary the applicable interest rate including increasing the applicable percentage above its Prime Rate of Interest or changing the applicable fixed rate of interest on advance notice to the Mortgagor. The Mortgagee will not give notice of change to its Prime Rate of Interest as that information is available at the Mortgagee's branches and on its website.

34. DEEMED REINVESTMENT

The Deemed Reinvestment Principle shall not apply to the calculation and payment of interest under this mortgage. The nominal rate method of interest calculation shall apply. It is understood and agreed that the Mortgagee shall not be deemed to reinvest any interest from time to time received by the Mortgagee hereunder.

35. RE-ADVANCES

When not in default, the Mortgagor may request, and the Mortgagee may, in its absolute and sole discretion, re-advance any principal portion of the within mortgage loan which has been repaid by the Mortgagor to the Mortgagee, but only to the extent that the principal balance outstanding after such re-advance shall not exceed the amount of the original principal sum secured. The Mortgagor agrees that notwithstanding that the mortgage may be reduced and re-advances made, this mortgage secures all sums ultimately due and owing by the mortgagor to the Mortgagee in respect of this mortgage, including any re-advancement of principal monies made by the Mortgagee to the Mortgagor at any time. No change to the terms of repayment, the obligations of the Mortgagor, or the manner of payment or the amount of interest shall operate as a release or discharge of this mortgage. For the purposes of priority of advances as provided under *The Land Titles Act, 2000*, this mortgage is and shall be considered a mortgage that provides for readvances of credit up to a specific principal sum.

36. HAZARDOUS SUBSTANCES

The Mortgagor hereby covenants and represents that the mortgaged premises (or any part thereof) does not contain urea formaldehyde (foam insulation), asbestos, P.C.B.s, radioactive materials or substances determined to be injurious to human life or health (hereinafter referred to as "Hazardous Substances") nor any such Hazardous Substances contained in the soil of the mortgage premises nor shall any such Hazardous Substances be used in the construction or any improvements on the mortgage premises. The presence of any such Hazardous Substances will be considered as an act of default by the Mortgagor under this mortgage and the Mortgagor shall be liable for any and all costs, expenses, damages or liabilities whatsoever without limitation, directly or indirectly arising out of or attributable to the presence on, under or about the mortgaged premises or any Hazardous Substances and such liability shall survive foreclosure or payment of this mortgage or any debt arising thereunder and any other exercise by the Mortgagee of any remedies available to it against the Mortgagor or the Guarantors.

37. CROSS-DEFAULT

If the Mortgagor defaults in observance or performance of any of the covenants, terms provisos or conditions in any mortgage to which this Mortgage is subject, or to which this Mortgage is in priority, or defaults under any additional security or collateral security relating to the said mortgaged premises, or defaults under any other loan made by the Mortgagee to the Mortgagor, then in such event the principal sum hereby secured shall, at the exclusive option of the Mortgagee, forthwith become due and payable, and all of the powers of the Mortgagee under this mortgage in the event of default may be exercised. Further, the mortgagor covenants and agrees that default under any instrument given as additional or collateral security to and for the repayment of the monies secured by this mortgage shall constitute default hereunder and shall entitle the Mortgagee to exercise any or all of the rights and remedies available to it and provided for in the event of default hereunder.

38. MORTGAGE INCORPORATES OFFER TO FINANCE

The terms and conditions contained in an Offer to Finance or Loan Application made by the Mortgagee to the Mortgagor together with such other amendments as may be agreed to between the Mortgagor and the Mortgagee from time to time are incorporated into and form part of this Mortgage. To the extent that there is any conflict or inconsistency between the terms of any Offer to Finance or Loan Application and the Mortgage, the terms of the

Mortgage shall prevail. Any default by the Mortgagor in the performance of any of the covenants, terms and conditions of the Offer to Finance shall constitute a default under this mortgage.

39. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

40. APPLICABLE LAW

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

41. ADDITIONAL TERMS AND CONDITIONS

The additional terms and conditions set forth in the attached Schedule shall form part of and are incorporated into this mortgage.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

~~CONSENT OF NON-OWNING SPOUSE~~

~~I, _____, non-owning spouse of _____, consent to the above/attached disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above/attached disposition in favour of the Mortgagee to the extent necessary to give effect to this mortgage.~~

~~_____
Signature of Non-owning Spouse~~

~~IF THE MORTGAGOR IS AN INDIVIDUAL:~~

~~IN WITNESS WHEREOF the Mortgagor has hereunto signed, sealed and delivered this mortgage, this _____ day of _____, _____ at _____, Saskatchewan.~~

~~_____
Signature of Mortgagor(s)~~

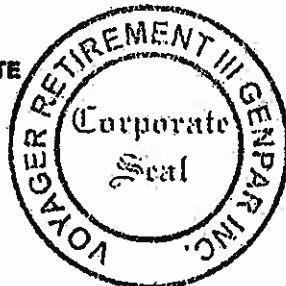
~~In the presence of :~~

~~_____
Witness~~

IF MORTGAGOR IS A CORPORATION:

IN WITNESS WHEREOF the mortgagor has caused to be affixed its corporate seal duly attested by the signature(s) of its proper officer(s) in that behalf this 17 day of March, 2020, at Saskatoon, Saskatchewan.

AFFIX CORPORATE SEAL HERE



VOYAGER RETIREMENT III GENPAR INC.

Print Exact Name of Corporation

By: _____

(Officer of Corporation)

By: _____

(Officer of Corporation)

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, _____ certify that I have examined
(Indicate Capacity)

_____ non-owning spouse of _____,
the owning spouse, in the above/attached mortgage separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
- (b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the above/attached mortgage and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED this _____ day of _____, _____.

Signature

HOMESTEAD AFFIDAVIT

I, _____, of _____, make oath and say that:

- 1. I am the/a Mortgagor.
- 2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our spousal relationship.
- or-
- 2. I have no spouse.
- or-
- 2. My spouse is a registered owner of the land that is subject matter of this disposition and a co-signator of this disposition.
- or-
- 2. My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.
- or-
- 2. An order has been made by the Court of Queen's Bench pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

SWORN before me at _____)
 in the Province of _____)
 this ____ day of _____, _____)
 _____)

A COMMISSIONER OF OATHS in and for the Province of
 Saskatchewan; Being a Solicitor (or) _____
 My Commission expires: _____

HOMESTEAD AFFIDAVIT

I, _____, of _____, make oath and say that:

- 1. I am the/a Mortgagor.
- 2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our spousal relationship.
- or-
- 2. I have no spouse.
- or-
- 2. My spouse is a registered owner of the land that is subject matter of this disposition and a co-signator of this disposition.
- or-
- 2. My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.
- or-
- 2. An order has been made by the Court of Queen's Bench pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

SWORN before me at _____)
 in the Province of _____)
 this ____ day of _____, _____)
 _____)

A COMMISSIONER OF OATHS in and for the Province of
 Saskatchewan; Being a Solicitor (or) _____
 My Commission expires: _____

~~AFFIDAVIT~~

CANADA) I, _____
PROVINCE OF SASKATCHEWAN) of _____, in the Province of Saskatchewan,
TO WIT:) make oath and say:

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

SWORN before me at _____)
in the Province of Saskatchewan this _____ day)
of _____)

A COMMISSIONER FOR OATHS in and for the Province of
Saskatchewan; Being a Solicitor (or) _____

~~My Commission Expires: _____~~

This is Exhibit E referred to in the Affidavit of CELIA-ANN KOTURBASH,
sworn before me on this 20th day of August, 2021.



A Commissioner for Oaths in and for the Province of
Saskatchewan
Being a Solicitor

Province of Saskatchewan Land Titles Registry Title

Title #: 141785242
Title Status: Active - Locked
Parcel Type: Surface - Condo
Unit Value: \$112,025.00 CAD
Title Value: \$112,025.00 CAD

As of: 19 Aug 2021 13:36:43
Last Amendment Date: 20 Mar 2020 13:38:00.447
Issued: 14 Feb 2012 13:36:44.653
Municipality: TOWN OF TISDALE

VOYAGER RETIREMENT II GENPAR INC. is the registered owner of Unit #2 in Condo Plan #102079470 with 46 / 10000 shares of common property in Condominium Parcel #166109148 Linked To Parking Unit #102

Reference Land Description: Condo Plan No 102079470 Extension 0

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 #:
157845493

Mortgage

Value: \$10,000,000.00 CAD
Reg'd: 05 May 2011 11:18:28
Interest Register Amendment Date: 30 Mar 2012 12:01:20
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 117368398

Interest #:
157845505

Assignment of Rents

Value: \$10,000,000.00 CAD
Reg'd: 05 May 2011 11:18:28
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 117368400

Interest #:
157845516

Joint Use Utility Easement

Value: N/A
Reg'd: 05 Oct 2011 11:42:22

Interest Register Amendment Date: 30 Sep

2014 14:46:17

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 165136552

Holder:

SASKATCHEWAN POWER CORPORATION

2025 VICTORIA AVE

REGINA, SK, Canada S4P 0S1

Client #: 100307618

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 165136563

Holder:

Saskatchewan Telecommunications

13th Floor, 2121 Saskatchewan Drive

Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: 117782680

Feature #: 100252325

Interest #:

157908741

Condominium Property Act -

Common Property Lease

Value: N/A

Reg'd: 17 Feb 2012 14:51:07

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

The Owners: Condominium Corporation No. 101201167

104 - 3718 Kinnear Place

Saskatoon, SK, Canada S7P 0A6

Client #: 127151287

Int. Register #: 118097624

Interest #:

169395801

Mortgage

Value: \$625,000.00 CAD

Reg'd: 26 Nov 2014 14:47:10

Interest Register Amendment Date: 20 Mar

2020 13:38:00

Interest Assignment Date: 22 Jul 2019

11:59:50

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

CALEB MANAGEMENT LTD.

100-465 1ST AVE N

SASKATOON, Saskatchewan, Canada S7K 1X5

Client #: 104579792

Int. Register #: 120493234

Interest #:

186950740

Tax Lien

Value: N/A

Reg'd: 24 Dec 2019 10:32:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

TOWN OF TISDALE

P.O. BOX 1090

TISDALE, Saskatchewan, Canada S0E 1T0

Client #: 100403727

Int. Register #: 123796907

Addresses for Service:

Name

Address

Owner:

VOYAGER RETIREMENT II GENPAR INC. 100-465 1ST AVE N SASKATOON, Saskatchewan, Canada S7K 1X5

Client #: 124458060

Title Locks:

Date

29 Sep 2002 02:02:46

Type

Registrar's Warning (Transfer Permitted) --
Converted Title Silent as to Minerals

Description

converted title silent as to
minerals

Notes:

Under the Condominium Property Act, 1993 if a condominium unit title or condominium parking unit title is linked, the linked titles should be transferred together unless exempted by the Municipal Authority.

Parcel Class Code: Parcel (Generic)



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Province of Saskatchewan Land Titles Registry Title

Title #: 141785309
Title Status: Active - Locked
Parcel Type: Surface - Condo
Unit Value: \$178,025.00 CAD
Title Value: \$178,025.00 CAD

As of: 19 Aug 2021 13:37:26
Last Amendment Date: 20 Mar 2020 13:38:00.383
Issued: 14 Feb 2012 13:36:45.287
Municipality: TOWN OF TISDALE

VOYAGER RETIREMENT II GENPAR INC. is the registered owner of Unit #3 in Condo Plan #102079470 with 63 / 10000 shares of common property in Condominium Parcel #166109148 Linked To Parking Unit #193

Reference Land Description: Condo Plan No 102079470 Extension 0

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 #:
157845550

Mortgage

Value: \$10,000,000.00 CAD
Reg'd: 05 May 2011 11:18:28
Interest Register Amendment Date: 30 Mar 2012 12:01:20
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 117368398

Interest #:
157845561

Assignment of Rents

Value: \$10,000,000.00 CAD
Reg'd: 05 May 2011 11:18:28
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 117368400

Interest #:
157845572

Joint Use Utility Easement

Value: N/A
Reg'd: 05 Oct 2011 11:42:22

Interest Register Amendment Date: 30 Sep 2014 14:46:17

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 165136642

Holder:

SASKATCHEWAN POWER CORPORATION

2025 VICTORIA AVE

REGINA, SK, Canada S4P 0S1

Client #: 100307618

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 165136653

Holder:

Saskatchewan Telecommunications

13th Floor, 2121 Saskatchewan Drive

Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: 117782680

Feature #: 100252325

Interest #:
157908752

Condominium Property Act -

Common Property Lease

Value: N/A

Reg'd: 17 Feb 2012 14:51:07

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

The Owners: Condominium Corporation No. 101201167

104 - 3718 Kinnear Place

Saskatoon, SK, Canada S7P 0A6

Client #: 127151287

Int. Register #: 118097624

Interest #:
169395812

Mortgage

Value: \$625,000.00 CAD

Reg'd: 26 Nov 2014 14:47:10

Interest Register Amendment Date: 20 Mar

2020 13:38:00

Interest Assignment Date: 22 Jul 2019

11:59:50

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

CALEB MANAGEMENT LTD.

100-465 1ST AVE N

SASKATOON, Saskatchewan, Canada S7K 1X5

Client #: 104579792

Int. Register #: 120493234

Interest #:

186951167

Tax Lien

Value: N/A

Reg'd: 24 Dec 2019 10:32:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

TOWN OF TISDALE

P.O. BOX 1090

TISDALE, Saskatchewan, Canada S0E 1T0

Client #: 100403727

Int. Register #: 123796907

Addresses for Service:

Name

Address

Owner:

VOYAGER RETIREMENT II GENPAR INC. 100-465 1ST AVE N SASKATOON, Saskatchewan, Canada S7K 1X5

Client #: 124458060

Title Locks:

Date

29 Sep 2002 02:02:46

Type

Registrar's Warning (Transfer Permitted) --
Converted Title Silent as to Minerals

Description

converted title silent as to
minerals

Notes:

Under the Condominium Property Act, 1993 if a condominium unit title or condominium parking unit title is linked, the linked titles should be transferred together unless exempted by the Municipal Authority.

Parcel Class Code: Parcel (Generic)



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Province of Saskatchewan Land Titles Registry Title

Title #: 141785376
Title Status: Active - Locked
Parcel Type: Surface - Condo
Unit Value: \$148,025.00 CAD
Title Value: \$148,025.00 CAD

As of: 19 Aug 2021 13:37:54
Last Amendment Date: 20 Mar 2020 13:38:00.400
Issued: 14 Feb 2012 13:36:45.940
Municipality: TOWN OF TISDALE

VOYAGER RETIREMENT II GENPAR INC. is the registered owner of Unit #4 in Condo Plan #102079470 with 55 / 10000 shares of common property in Condominium Parcel #166109148 Linked To Parking Unit #106

Reference Land Description: Condo Plan No 102079470 Extension 0

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 #:
157845639

Mortgage

Value: \$10,000,000.00 CAD
Reg'd: 05 May 2011 11:18:28
Interest Register Amendment Date: 30 Mar 2012 12:01:20
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 117368398

Interest #:
157845640

Assignment of Rents

Value: \$10,000,000.00 CAD
Reg'd: 05 May 2011 11:18:28
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 117368400

Interest #:
157845651

Joint Use Utility Easement

Value: N/A
Reg'd: 05 Oct 2011 11:42:22

Interest Register Amendment Date: 30 Sep

2014 14:46:17

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 165136743

Holder:

SASKATCHEWAN POWER CORPORATION

2025 VICTORIA AVE

REGINA, SK, Canada S4P 0S1

Client #: 100307618

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 165136754

Holder:

Saskatchewan Telecommunications

13th Floor, 2121 Saskatchewan Drive

Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: 117782680

Feature #: 100252325

Interest #:

157908763

Condominium Property Act -

Common Property Lease

Value: N/A

Reg'd: 17 Feb 2012 14:51:07

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

The Owners: Condominium Corporation No. 101201167

104 - 3718 Kinnear Place

Saskatoon, SK, Canada S7P 0A6

Client #: 127151287

Int. Register #: 118097624

Interest #:

169395823

Mortgage

Value: \$625,000.00 CAD

Reg'd: 26 Nov 2014 14:47:10

Interest Register Amendment Date: 20 Mar

2020 13:38:00

Interest Assignment Date: 22 Jul 2019

11:59:50

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

CALEB MANAGEMENT LTD.

100-465 1ST AVE N

SASKATOON, Saskatchewan, Canada S7K 1X5

Client #: 104579792

Int. Register #: 120493234

Interest #:

186951325

Tax Lien

Value: N/A

Reg'd: 24 Dec 2019 10:32:37

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

TOWN OF TISDALE

P.O. BOX 1090

TISDALE, Saskatchewan, Canada S0E 1T0

Client #: 100403727

Int. Register #: 123796907

Addresses for Service:

Name

Address

Owner:

VOYAGER RETIREMENT II GENPAR INC. 100-465 1ST AVE N SASKATOON, Saskatchewan, Canada S7K 1X5

Client #: 124458060

Title Locks:

Date

29 Sep 2002 02:02:46

Type

Registrar's Warning (Transfer Permitted) --
Converted Title Silent as to Minerals

Description

converted title silent as to
minerals

Notes:

Under the Condominium Property Act, 1993 if a condominium unit title or condominium parking unit title is linked, the linked titles should be transferred together unless exempted by the Municipal Authority.

Parcel Class Code: Parcel (Generic)



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**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 142770922
Title Status: Active - Locked
Parcel Type: Surface - Condo
Unit Value: \$178,025.00 CAD
Title Value: \$178,025.00 CAD

As of: 20 Aug 2021 11:28:26
Last Amendment Date: 20 Mar 2020 14:08:49.500
Issued: 11 Oct 2012 11:15:29.973

Municipality: CITY OF MELVILLE

VOYAGER RETIREMENT III GENPAR INC. is the registered owner of Unit #3 in Condo Plan #102102871 with 61 / 10000 shares of common property in Condominium Parcel #166235441 Linked To Parking Unit #173

Reference Land Description: Condo Plan No 102102871 Extension 0

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 #:
160451951

Joint Use Utility Easement

Value: N/A
Reg'd: 24 Oct 2011 11:18:01
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 168391378

Holder:

SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 168391389

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2
Client #: 100006861

Int. Register #: 117828377

Interest #:
160451962

Mortgage

Value: \$10,000,000.00 CAD
Reg'd: 09 Dec 2011 11:23:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 117946457

Interest #:
160451973

Assignment of Rents

Value: \$10,000,000.00 CAD
Reg'd: 09 Dec 2011 11:23:50
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 117946480

Interest #:
160545843

Condominium Property Act -
Common Property Lease

Value: N/A
Reg'd: 18 Oct 2012 10:50:50
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
VOYAGER RETIREMENT III GENPAR INC.
100-465 1ST AVE N
SASKATOON, Saskatchewan, Canada S7K 1X5
Client #: 126359916

Int. Register #: 118716048

Interest #:
185106382

Tax Lien

Value: N/A
Reg'd: 24 May 2019 14:12:21
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
City of Melville
Box 1240
Melville, SK, Canada S0A 2P0
Client #: 107688246

Int. Register #: 123469870

Interest #:
187514556

Mortgage

Value: \$701,000.00 CAD
Reg'd: 20 Mar 2020 14:08:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CALEB MANAGEMENT LTD.
100-465 1ST AVE N
SASKATOON, Saskatchewan, Canada S7K 1X5
Client #: 104579792

Int. Register #: 123908711

Addresses for Service:

Name	Address
Owner: VOYAGER RETIREMENT III GENPAR INC.	100-465 1ST AVE N SASKATOON, Saskatchewan, Canada S7K 1X5
Client #: 126359916	

Title Locks:

Date	Type	Description
05 Mar 2003 19:10:36	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	converted title silent as to minerals

Notes:

Under the Condominium Property Act, 1993 if a condominium unit title or condominium parking unit title is linked, the linked titles should be transferred together unless exempted by the Municipal Authority.

Parcel Class Code: Parcel (Generic)

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**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 142770854
Title Status: Active - Locked
Parcel Type: Surface - Condo
Unit Value: \$112,025.00 CAD
Title Value: \$112,025.00 CAD

As of: 20 Aug 2021 11:28:11
Last Amendment Date: 20 Mar 2020 14:08:49.483
Issued: 11 Oct 2012 11:15:29.707
Municipality: CITY OF MELVILLE

VOYAGER RETIREMENT III GENPAR INC. is the registered owner of Unit #2 in Condo Plan #102102871 with 46 / 10000 shares of common property in Condominium Parcel #166235441 Linked To Parking Unit #180

Reference Land Description: Condo Plan No 102102871 Extension 0

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 #:
160451872

Joint Use Utility Easement

Value: N/A
Reg'd: 24 Oct 2011 11:18:01
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 168391288

Holder:

SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1
Client #: 100307618

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 168391299

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2
Client #: 100006861

Int. Register #: 117828377

Interest #:
160451883

Mortgage

Value: \$10,000,000.00 CAD
Reg'd: 09 Dec 2011 11:23:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 117946457

Interest #:
160451894

Assignment of Rents

Value: \$10,000,000.00 CAD
Reg'd: 09 Dec 2011 11:23:50
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 117946480

Interest #:
160545832

Condominium Property Act -
Common Property Lease

Value: N/A
Reg'd: 18 Oct 2012 10:50:50
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
VOYAGER RETIREMENT III GENPAR INC.
100-465 1ST AVE N
SASKATOON, Saskatchewan, Canada S7K 1X5
Client #: 126359916

Int. Register #: 118716048

Interest #:
185106360

Tax Lien

Value: N/A
Reg'd: 24 May 2019 14:12:21
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
City of Melville
Box 1240
Melville, SK, Canada S0A 2P0
Client #: 107688246

Int. Register #: 123469870

Interest #:
187514567

Mortgage

Value: \$701,000.00 CAD
Reg'd: 20 Mar 2020 14:08:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

CALEB MANAGEMENT LTD.
100-465 1ST AVE N
SASKATOON, Saskatchewan, Canada S7K 1X5
Client #: 104579792

Int. Register #: 123908711

Addresses for Service:

Name

Address

Owner:

VOYAGER RETIREMENT III GENPAR INC. 100-465 1ST AVE N SASKATOON, Saskatchewan, Canada S7K 1X5

Client #: 126359916

Title Locks:

Date

Type

Description

05 Mar 2003 19:10:36

Registrar's Warning (Transfer Permitted) --
Converted Title Silent as to Minerals

converted title silent as to
minerals

Notes:

Under the Condominium Property Act, 1993 if a condominium unit title or condominium parking unit title is linked, the linked titles should be transferred together unless exempted by the Municipal Authority.

Parcel Class Code: Parcel (Generic)

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**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 142770843
Title Status: Active - Locked
Parcel Type: Surface - Condo
Unit Value: \$232,025.00 CAD
Title Value: \$232,025.00 CAD

As of: 20 Aug 2021 11:27:42
Last Amendment Date: 20 Mar 2020 14:08:49.517
Issued: 11 Oct 2012 11:15:28.530
Municipality: CITY OF MELVILLE

VOYAGER RETIREMENT III GENPAR INC. is the registered owner of Unit #1 in Condo Plan #102102871 with 94 / 10000 shares of common property in Condominium Parcel #166235441 Linked To Parking Unit #143

Reference Land Description: Condo Plan No 102102871 Extension 0

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 #:
160451827

Joint Use Utility Easement

Value: N/A
Reg'd: 24 Oct 2011 11:18:01
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 168391222

Holder:

SASKATCHEWAN POWER CORPORATION
2025 VICTORIA AVE
REGINA, SK, Canada S4P 0S1

Client #: 100307618

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 168391233

Holder:

Saskatchewan Telecommunications
13th Floor, 2121 Saskatchewan Drive
Regina, Saskatchewan, Canada S4P 3Y2

Client #: 100006861

Int. Register #: 117828377

Interest #:
160451838

Mortgage

Value: \$10,000,000.00 CAD
Reg'd: 09 Dec 2011 11:23:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 117946457

Interest #:
160451849

Assignment of Rents

Value: \$10,000,000.00 CAD
Reg'd: 09 Dec 2011 11:23:50
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 117946480

Interest #:
160545821

Condominium Property Act -
Common Property Lease

Value: N/A
Reg'd: 18 Oct 2012 10:50:50
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

VOYAGER RETIREMENT III GENPAR INC.
100-465 1ST AVE N
SASKATOON, Saskatchewan, Canada S7K 1X5
Client #: 126359916

Int. Register #: 118716048

Interest #:
185106348

Tax Lien

Value: N/A
Reg'd: 24 May 2019 14:12:21
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

City of Melville
Box 1240
Melville, SK, Canada S0A 2P0
Client #: 107688246

Int. Register #: 123469870

Interest #:
187514578

Mortgage

Value: \$701,000.00 CAD
Reg'd: 20 Mar 2020 14:08:49
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

CALEB MANAGEMENT LTD.
100-465 1ST AVE N
SASKATOON, Saskatchewan, Canada S7K 1X5
Client #: 104579792

Int. Register #: 123908711

Addresses for Service:

Name

Address

Owner:

VOYAGER RETIREMENT III GENPAR INC. 100-465 1ST AVE N SASKATOON, Saskatchewan, Canada S7K 1X5

Client #: 126359916

Title Locks:

Date

05 Mar 2003 19:10:36

Type

Registrar's Warning (Transfer Permitted) --
Converted Title Silent as to Minerals

Description

converted title silent as to
minerals

Notes:

Under the Condominium Property Act, 1993 if a condominium unit title or condominium parking unit title is linked, the linked titles should be transferred together unless exempted by the Municipal Authority.

Parcel Class Code: Parcel (Generic)

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