MORTGAGE

THE LAND TITLES ACT (SASKATCHEWAN)

1. NAME AND ADDRESS OF MORTGAGOR (THE "MORTGAGOR")

2. NAME AND ADDRESS OF ANY GUARANTOR (THE "GUARANTOR") (if applicable)

3. MAXIMUM PRINCIPAL AMOUNT FOR WHICH GUARANTOR IS LIABLE (if applicable)
(If not completed, the Guarantor shall be liable for the full amount of the Mortgage)

4. NAME AND ADDRESS OF MORTGAGEE (THE "MORTGAGEE")

Computershare Trust Company of Canada
c/o nesto inc.
1001 Robert-Bourassa Blvd, suite 210, 2nd Floor,
Montréal, QC
H3B 4L4

5. LEGAL DESCRIPTION OF LANDS (THE "PROPERTY")

Leasehold Interest Freehold Interest

6. PAYMENT PROVISIONS (a) Principal Amount $				(b) Interest Rate % per annum	(c) Calculation Period			
(d) Interest Adjustment Date	**M**	**D**	**Y**	(e) Payment Date and Period	(f) First Payment Date			**YDM**
(g) Last Payment Date				(h) Amount of Each Payment Dollars $				
(i) Balance Due Date								

7. STANDARD MORTGAGE TERMS

This Mortgage consists of the Mortgagee's set of Standard Mortgage Terms ("**SCT**") attached hereto and made a part hereof together with all schedules hereto and is subject to the terms contained in the SCT as varied by any deletions from, or amendments or additions to the terms of the SCT as set out herein.

8. DELETED, AMENDED OR ADDED TERMS

See Schedule(s) (if any).

9. ACKNOWLEDGEMENTS

The Mortgagor hereby acknowledges as follows:

(a) That the Mortgagor understands the nature of the SCT referred to in clause 7 above and the statements made in the said clause;

(b) That the Mortgagor has been given a copy of the SCT;

(c) That the Mortgagor is the registered owner of the Property; and

(d) For better securing to the Mortgagee the repayment in the manner set out above of the Principal Amount and interest and all other indebtedness and obligations of the Mortgagor secured by this Mortgage, the

Mortgagor mortgages and charges to the Mortgagee all the Mortgagor's estate and interest in the Property.

THE GUARANTOR HEREBY ACKNOWLEDGES THAT THE GUARANTOR HAS BEEN GIVEN A COPY OF THE SCT AND HAS READ AND FULLY UNDERSTANDS THE TERMS AND OBLIGATIONS.

10. EXECUTION BY MORTGAGOR

The Mortgagor has executed this Mortgage on

_____ [Insert Date]

_____ _____ Witness

_____ _____ Witness

_____ _____ Witness

_____ _____ Witness

11. EXECUTION BY GUARANTOR

The Guarantor has executed this Mortgage which contains the terms of the Guarantee in the SCT thereof on _____.
[Insert Date]

_____ _____
Witness

_____ _____
Witness

_____ _____
Witness

12. AFFIDAVIT OF EXECUTION

I, _____,
_____ [name of witness] [occupation]

of_____
___ [address]
in the Province of Saskatchewan, make oath and say:

(a) THAT I was personally present and did see _____ and _____ named in the within instrument, who are personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.

(b) THAT the same was executed at the _____of _____ , in the Province of Saskatchewan and that I am a subscribing witness thereto.

(c) THAT I know the said persons and each is in my belief of the full age of eighteen years.

Sworn before me at _____,)
in the Province of _____,
)
this _____ day of _____, _____.
)
)
)
)
_____
)
A Commissioner for Oaths in and for the
)
Province of Saskatchewan
) _____
[signature of witness]

Saskatchewan

FORM A
CONSENT OF NON-OWNING SPOUSE

I, _____,
[name of spouse]

non-owning spouse of _____,
[name of mortgagor]

consent to the above/attached disposition. I declare I have signed this consent relinquishing all of my homestead rights in the Property described in the above/attached disposition in favour of **COMPUTERSHARE TRUST COMPANY OF CANADA**, to the extent necessary to give effect to this mortgage.

_____
[Signature of Non-Owning Spouse]

CERTIFICATE OF ACKNOWLEDGEMENT

The Homesteads Act, 1989

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.

_____

Signature

FORM C

AFFIDAVIT

The Homesteads Act, 1989

I, _____,

of _____, make oath and say that:

1. I am the mortgagor.

2. My spouse and I have not occupied the land descried in this disposition as our homestead at any time during our spousal relationship.

- or -

I have no spouse.

- or -

My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signator of this disposition.

- or -

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 -

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).

- or -

My spouse is the mortgagee named in this disposition.

)
)
Sworn before me at)
_____, in)
the Province of)
_____,
this _____ day of
_____, _____.

_____
_____ A Commissioner for Oaths in and
for the
Province of Saskatchewan
)
)
)
)

FORM D

ACKNOWLEDGMENT OF GUARANTEE

The Saskatchewan Farm Security Act

CERTIFICATE OF LAWYER OR NOTARY PUBLIC

I HEREBY CERTIFY THAT:

1. _____of _____ in the province of _____, the guarantor in the guarantee set out in the Standard Mortgage Terms attached to the mortgage dated _____ made between _____ and _____, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee;

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it;

3. I have not prepared any documents on behalf of the creditor, _____, relating to the transaction and I am not otherwise interested in the transaction;

4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

Given at _____ this _____ day of _____, 20____ , under my hand and seal of office.

(SEAL REQUIRED WHERE NOTARY PUBLIC SIGNS CERTIFICATE)

_____

A LAWYER OR A NOTARY PUBLIC IN AND FOR

STATEMENT OF GUARANTOR

I am the person named in the Certificate.

_____

Signature of Guarantor