

COURT FILE NUMBER **KBG-SA-149-2023**

Clerk's Stamp

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

JUDICIAL CENTRE **SASKATOON**

APPLICANTS **TWILA REDDEKOPP and JEROME HEFNER**

RESPONDENTS **THE LIGHTHOUSE SUPPORTED LIVING INC. and
BLUE MOUNTAIN ADVENTURE PARK LTD.**

IN THE MATTER OF AN APPLICATION PURSUANT TO
THE NON-PROFIT CORPORATIONS ACT, 1995 REGARDING
THE LIGHTHOUSE SUPPORTED LIVING INC. AND BLUE MOUNTAIN
ADVENTURE PARK INC.

- and -

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

AFFIDAVIT OF JUDY DU CHALARD

I, **JUDY DU CHALARD**, of the City of Saskatoon, in the Province of Saskatchewan, Loan Rehabilitation Manager, MAKE OATH AND SAY THAT:

1. I am currently the Director of Loan Rehabilitation and Recovery for Affinity Credit Union 2013 ("ACU 2013") and Affinity Holdings Inc. ("AHI") (together "ACU"), interested parties in this matter. My professional designations are Certified Professional Accountant, Certified Management Accountant and Certified Credit Professional. I have personal knowledge of the facts and matters herein deposed to save where stated to be on information and belief, and where so stated, I believe the same to be true.
2. ACU has provided a number of mortgage loans to the Respondent, The Lighthouse Supported Living Inc. (the "Lighthouse"), and the total balances owing to ACU on each of these mortgage loans as of February 9, 2023, are summarized as follows:

Mortgage Loan 1	\$ 864,457.51
Mortgage Loan 2	\$ 60,141.34
Mortgage Loan 3	\$ 904,989.58
Mortgage Loan 4	\$ 65,385.28
Mortgage Loan 5	\$ 72,701.42
Mortgage Loan 6	\$ 83,141.03
Mortgage Loan 7	\$ 134,053.83
Mortgage Loan 8	\$ <u>220,413.09</u>
TOTAL:	\$ 2,405,283.08

3. Attached hereto and marked as Exhibit "A" to this my affidavit are copies of all titles to the lands owned by the Lighthouse which currently have a mortgage charge registered at the Province of Saskatchewan Land Titles Registry in favour of ACU 2013 or AHI. These lands are summarized as follows:

	<u>Civic Address</u>	<u>Legal Land Description</u>
(a)	304 2nd Ave. South, Saskatoon	Lot 41A & 41B, Block 153, Plan No. 99SA35105
(b)	215 Ave. N South, Saskatoon	Lots 7 & 8, Block 26, Plan No. F5554
(c)	119 Ave. O South, Saskatoon	Lot 5, Block 32, Plan No. F5554
(d)	2121 Wiggins Ave., Saskatoon	Lots 12 & 13, Block 19, Plan No. G177 and Lot 43, Block 19, Plan No. 101318857
(e)	320 Winnipeg Ave. South, Saskatoon	Lots 8 & 9, Block 51, Plan No. G198
(f)	2540 Melrose Ave., Saskatoon	Lots 1 & 2, Block 18, Plan No. G234
(g)	2942-2944 Cumberland Ave., Saskatoon	Lot 26, Block 309, Plan No. 65S16096

4. The Lighthouse also has a chequing account with ACU 2013. On November 18, 2022, ACU 2013 permitted the chequing account to go into overdraft in order to permit the Lighthouse to meet its payroll obligations. The chequing account was in overdraft at various times between November 18, 2022, and January 11, 2023. The chequing account was always in overdraft from January 11, 2023 to January 23, 2023.

5. ACU 2013 agreed to advance further credit to the Lighthouse to permit the Lighthouse to meet its operating expenses. ACU 2013 and the Lighthouse accordingly entered into the following agreements, copies of which are attached hereto and marked as Exhibit "B" to this my affidavit:
 - (a) Loan Repayment Agreement in the amount of \$22,221.32 effective January 17, 2023 (the "LRA"), for the amount of the overdraft on the chequing account as at 9:00 a.m. on January 12, 2023;

 - (b) Farm/Business Revolving Line of Credit Agreement effective January 17, 2023 with a principal limit of \$337,778.68 (the "LOC Agreement"); and

 - (c) Mortgage Amendment Agreement effective January 12, 2023 (the "Mortgage Amendment"), securing repayment of the funds advanced under the LRA and the LOC Agreement.

6. The total amount owing under the LOC Agreement was \$238,214.46 as at February 9, 2023.

7. I have reviewed the following documents:
 - (a) Report of the Inspector dated October 15, 2021 (the "Inspector's Report") in QBG 751 of 2021;

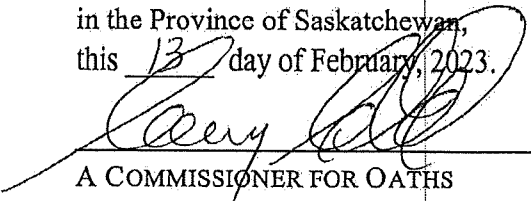
 - (b) The Judgment of the Honourable Mr. Justice D. G. Gerecke dated December 6,

2021, in QBG 751 of 2021 (the “December 6 2021 Judgment”) attached as Exhibit “E” to the Affidavit of Twila Reddekopp sworn February 7, 2023 (the “Reddekopp Affidavit”);

- (c) the Reddekopp Affidavit; and
 - (d) the Affidavit of Jerome Hepfner, sworn February 7, 2023 (the “Hepfner Affidavit”).
8. I have also reviewed certain financial records of the Lighthouse, as well as discussed the financial affairs of the Lighthouse with Twila Reddekopp (“Reddekopp”) and/or Jerome Hepfner (“Hepfner”) on numerous occasions since late July 2022.
9. ACU has no confidence in the management of the Lighthouse based on, among other things, the following considerations:
- (a) my review of the Inspector’s Report and the December 6 2021 Judgment;
 - (b) my review of financial records;
 - (c) my discussions with Reddekopp and Hepfner; and
 - (d) my review of the Reddekopp Affidavit and the Hepfner Affidavit, particularly the allegation of fact at paragraphs 23-27, 44 and 52 of the Reddekopp Affidavit, and paragraphs 9-10 of the Hepfner Affidavit, indicating that Don Windels remains involved in the Lighthouse management.
10. ACU 2013 will agree to provide a credit facility of up to \$100,000.00 to MNP Ltd. as the Interim Receiver of the assets, undertakings and properties of the Respondents if this Honourable Court grants the Order sought by the Applicants, Twila Reddekopp and Jerome Hepfner.

11. I make this Affidavit in support of an application for the relief sought in the proposed Order filed in this matter.

SWORN BEFORE ME at Saskatoon,)
in the Province of Saskatchewan,)
this 13 day of February, 2023.)


A COMMISSIONER FOR OATHS
for the Province of Saskatchewan
My Commission Expires: September 30 2027



JUDY DU CHALARD

CONTACT INFORMATION AND ADDRESS FOR SERVICE

This document was prepared and delivered by:

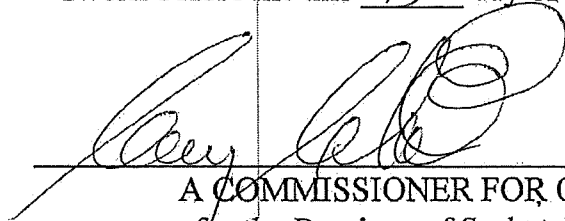
Leland Kimpinski LLP
Lawyer in charge of file: Ryan A. Pederson
336 6th Avenue North
Saskatoon, SK S7K 2S5

Telephone: (306) 653-6474
Facsimile: (306) 653-7008
E-mail: rpederson@lelandlaw.ca

The Plaintiff's address for service is as above.

Our File No: RP99100.24

This page and the annexed 25 pages form
Exhibit "A" to the Affidavit of **Judy du Chalard**
sworn before me this 13 day of February, 2023.



A COMMISSIONER FOR OATHS
for the Province of Saskatchewan

My Commission expires: September 30 2027

***Province of Saskatchewan
Land Titles Registry
Title***

Title #: 108550357 **As of:** 22 Dec 2022 11:23:21
Title Status: Active - Locked **Last Amendment Date:** 25 Sep 2013 16:05:03.893
Parcel Type: Surface **Issued:** 10 May 2002 22:04:13.216
Parcel Value: N/A
Title Value: N/A **Municipality:** CITY OF SASKATOON
Converted Title: 01SA03621
Previous Title and/or Abstract #: 01SA03621

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

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

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

Registered Interests:

Interest #:
135137291

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

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

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

Int. Register #: 111925931

Interest #:
158967398

Mortgage **Value:** \$1,500,000.00 CAD
Reg'd: 28 May 2012 07:42:06
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
AFFINITY HOLDINGS INC.
PO Box 1330
Saskatoon, Saskatchewan, Canada S7K 3P4
Client #: 105362535

Int. Register #: 118339476

Interest #:
164289583

Mortgage

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

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

Int. Register #: 119478785

Addresses for Service:

Name	Address
Owner: The Lighthouse Supported Living Inc. Client #: 105532017	304-2nd Ave S Saskatoon, Saskatchewan, Canada S7K 1L1

Title Locks:

Date	Type	Description
10 May 2002 22:04:13	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	

Notes:

Parcel Class Code: Parcel (Generic)

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**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 108550368 **As of:** 22 Dec 2022 11:43:26
Title Status: Active - Locked **Last Amendment Date:** 02 Sep 2022 16:19:43.363
Parcel Type: Surface **Issued:** 10 May 2002 22:04:49.153
Parcel Value: N/A
Title Value: N/A **Municipality:** CITY OF SASKATOON
Converted Title: 01SA03621
Previous Title and/or Abstract #: 01SA03621

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

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

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

Registered Interests:

Interest #:
135137303

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

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

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

Int. Register #: 111925931

Interest #:
152840752

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

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

Int. Register #: 116790947

Interest #:
159297126

Miscellaneous Interest

Value: \$343,000.00 CAD
Reg'd: 21 Jun 2012 16:17:23
Interest Register Amendment Date: N/A
Interest Assignment Date: 03 Jul 2012
16:26:58
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 167078289

Holder:

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

Holder as Tenant in Common

Interest Share: 1/2

Interest Share Number: 167078290

Holder:

Norman Burgoyne
401 - 106 Armistice Way
Saskatoon, SK, Canada S7J 2H4
Client #: 125259611

Int. Register #: 118419914

Interest #:
158967400

Mortgage

Value: \$1,500,000.00 CAD
Reg'd: 28 May 2012 07:42:06
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

AFFINITY HOLDINGS INC.
PO Box 1330
Saskatoon, Saskatchewan, Canada S7K 3P4
Client #: 105362535

Int. Register #: 118339487

Addresses for Service:

Name

Address

Owner:

The Lighthouse Supported Living Inc. 304-2nd Ave S Saskatoon, Saskatchewan, Canada S7K 1L1
Client #: 105532017

Title Locks:

Date

10 May 2002 22:04:49

Type

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

Description

Notes:

Parcel Class Code: Parcel (Generic)

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Province of Saskatchewan Land Titles Registry Title

Title #: 142648061 **As of:** 17 Jan 2023 08:45:55
Title Status: Active **Last Amendment Date:** 13 Mar 2018 14:36:17.266
Parcel Type: Surface **Issued:** 06 Sep 2012 14:19:18.186
Parcel Value: \$74,500.00 CAD
Title Value: \$74,500.00 CAD **Municipality:** CITY OF SASKATOON
Converted Title: 99SA02205
Previous Title and/or Abstract #: 139084634

THE LIGHTHOUSE SUPPORTED LIVING INC. is the registered owner of Surface Parcel #119858518

Reference Land Description: Lot 7 Blk/Par 26 Plan No F5554 Extension 0
As described on Certificate of Title 99SA02205.

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 #:
160121416 Mortgage

Value: \$100,000.00 CAD
Reg'd: 06 Sep 2012 14:19:19
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
AFFINITY HOLDINGS INC.
PO Box 1330
Saskatoon, Saskatchewan, Canada S7K 3P4
Client #: 105362535

Int. Register #: 118617509

Addresses for Service:

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

Notes:

Parcel Class Code: Parcel (Generic)

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Province of Saskatchewan Land Titles Registry Title

Title #: 142648094 **As of:** 17 Jan 2023 08:46:53
Title Status: Active **Last Amendment Date:** 13 Mar 2018 14:36:30.343
Parcel Type: Surface **Issued:** 06 Sep 2012 14:19:18.573
Parcel Value: \$74,500.00 CAD
Title Value: \$74,500.00 CAD **Municipality:** CITY OF SASKATOON
Converted Title: 99SA02205
Previous Title and/or Abstract #: 139084645

THE LIGHTHOUSE SUPPORTED LIVING INC. is the registered owner of Surface Parcel #120304347

Reference Land Description: Lot 8 Blk/Par 26 Plan No F5554 Extension 0
As described on Certificate of Title 99SA02205.

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 #:
160121427 Mortgage

Value: \$100,000.00 CAD
Reg'd: 06 Sep 2012 14:19:19
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
AFFINITY HOLDINGS INC.
PO Box 1330
Saskatoon, Saskatchewan, Canada S7K 3P4
Client #: 105362535

Int. Register #: 118617509

Addresses for Service:

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

Notes:

Parcel Class Code: Parcel (Generic)

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**Province of Saskatchewan
Land Titles Registry
Title**

Title #: 149892160 **As of:** 17 Jan 2023 08:49:11
Title Status: Active **Last Amendment Date:** 14 Mar 2018 14:08:28.806
Parcel Type: Surface **Issued:** 08 Sep 2017 16:59:43.720
Parcel Value: \$320,000.00 CAD
Title Value: \$320,000.00 CAD **Municipality:** CITY OF SASKATOON
Converted Title: 75S14205
Previous Title and/or Abstract #: 140439450

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

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

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

Registered Interests:

Interest #:
179999228 Mortgage **Value:** \$74,629.00 CAD
Reg'd: 08 Sep 2017 16:59:44
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 122485473

Interest #:
180041004 Mortgage **Value:** \$262,500.00 CAD
Reg'd: 14 Sep 2017 16:00:35
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 122494855

Addresses for Service:

Name	Address
Owner:	

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

Notes:

Parcel Class Code: Parcel (Generic)

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Province of Saskatchewan Land Titles Registry Title

Title #: 150972363 **As of:** 17 Jan 2023 08:49:41
Title Status: Active - Locked **Last Amendment Date:** 09 Jul 2021 15:35:13.913
Parcel Type: Surface **Issued:** 02 Aug 2018 15:32:11.266
Parcel Value: \$99,666.00 CAD
Title Value: \$99,666.00 CAD **Municipality:** CITY OF SASKATOON
Converted Title: 73S20196
Previous Title and/or Abstract #: 146842511

THE LIGHTHOUSE SUPPORTED LIVING INC. is the registered owner of Surface Parcel #135994719

Reference Land Description: Lot 12 Blk/Par 19 Plan No G177 Extension 88
As described on Certificate of Title 73S20196, description 88.

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 #:
183251426 Mortgage

Value: \$99,488.00 CAD
Reg'd: 02 Oct 2018 15:55:24
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 123132709

Interest #:
183251482 Assignment of Rents

Value: N/A
Reg'd: 02 Oct 2018 15:55:25
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 123132732

Interest #:
183293387 Mortgage

Value: \$460,000.00 CAD

Reg'd: 09 Oct 2018 11:52:35
Interest Register Amendment Date: 09 Jul 2021 15:35:14
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 123141608

Addresses for Service:

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

Title Locks:

Date	Type	Description
09 Jul 2002 20:54:44	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 120092992, 135994720 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)

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Reg'd: 09 Oct 2018 11:52:35
Interest Register Amendment Date: 09 Jul 2021 15:35:14
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 123141608

Addresses for Service:

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

Title Locks:

Date	Type	Description
09 Jul 2002 20:54:58	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 135994719, 135994720 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)



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Province of Saskatchewan Land Titles Registry Title

Title #: 150972385 **As of:** 17 Jan 2023 08:51:09
Title Status: Active - Locked **Last Amendment Date:** 09 Jul 2021 15:35:13.883
Parcel Type: Surface **Issued:** 02 Aug 2018 15:32:11.703
Parcel Value: \$99,668.00 CAD
Title Value: \$99,668.00 CAD **Municipality:** CITY OF SASKATOON
Converted Title: 73S20196
Previous Title and/or Abstract #: 146842443

THE LIGHTHOUSE SUPPORTED LIVING INC. is the registered owner of Surface Parcel #135994720

Reference Land Description: Lot 43 Blk/Par 19 Plan No 101318857 Extension 89
As described on Certificate of Title 73S20196, description 89.

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 #:
183251437 Mortgage

Value: \$99,488.00 CAD
Reg'd: 02 Oct 2018 15:55:25
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 123132709

Interest #:
183251471 Assignment of Rents

Value: N/A
Reg'd: 02 Oct 2018 15:55:25
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 123132732

Interest #:
183293400 Mortgage

Value: \$460,000.00 CAD

Reg'd: 09 Oct 2018 11:52:35
Interest Register Amendment Date: 09 Jul 2021 15:35:14
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 123141608

Addresses for Service:

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

Title Locks:

Date	Type	Description
09 Jul 2002 20:54:57	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 120092992, 135994719 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)

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Province of Saskatchewan Land Titles Registry Title

Title #: 151168934 **As of:** 17 Jan 2023 08:52:19
Title Status: Active - Locked **Last Amendment Date:** 09 Jul 2021 15:35:13.900
Parcel Type: Surface **Issued:** 02 Oct 2018 15:58:36.523
Parcel Value: \$130,000.00 CAD **Municipality:** CITY OF SASKATOON
Title Value: \$130,000.00 CAD
Converted Title: 99SA05673(1)
Previous Title and/or Abstract #: 142112720

THE LIGHTHOUSE SUPPORTED LIVING INC. is the registered owner of Surface Parcel #119947731

Reference Land Description: Lot 8 Blk/Par 51 Plan No G198 Extension 0
As described on Certificate of Title 99SA05673(1).

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

Registered Interests:

Interest #:
183251404

Mortgage

Value: \$86,512.00 CAD
Reg'd: 02 Oct 2018 15:58:37
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

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

Int. Register #: 123132697

Interest #:
183251516

Assignment of Rents

Value: N/A
Reg'd: 02 Oct 2018 15:58:37
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

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

Int. Register #: 123132743

Interest #:
183293411

Mortgage

Value: \$460,000.00 CAD

Reg'd: 09 Oct 2018 11:52:35
Interest Register Amendment Date: 09 Jul
2021 15:35:14
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 123141608

Addresses for Service:

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

Title Locks:

Date	Type	Description
13 Jul 2002 23:56:17	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	

Notes:

Parcel Class Code: Parcel (Generic)



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Province of Saskatchewan Land Titles Registry Title

Title #: 151168899 **As of:** 17 Jan 2023 08:51:44
Title Status: Active - Locked **Last Amendment Date:** 09 Jul 2021 15:35:13.900
Parcel Type: Surface **Issued:** 02 Oct 2018 15:58:35.960
Parcel Value: \$130,000.00 CAD
Title Value: \$130,000.00 CAD **Municipality:** CITY OF SASKATOON
Converted Title: 99SA05673(1)
Previous Title and/or Abstract #: 142112696

THE LIGHTHOUSE SUPPORTED LIVING INC. is the registered owner of Surface Parcel #119947720

Reference Land Description: Lot 9 Blk/Par 51 Plan No G198 Extension 0
As described on Certificate of Title 99SA05673(1).

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

Registered Interests:

Interest #:
183251415 Mortgage

Value: \$86,512.00 CAD
Reg'd: 02 Oct 2018 15:58:37
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 123132697

Interest #:
183251505 Assignment of Rents

Value: N/A
Reg'd: 02 Oct 2018 15:58:37
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 123132743

Interest #:
183293422 Mortgage

Value: \$460,000.00 CAD

Reg'd: 09 Oct 2018 11:52:35
Interest Register Amendment Date: 09 Jul
2021 15:35:14
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

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

Int. Register #: 123141608

Addresses for Service:

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

Title Locks:

Date	Type	Description
13 Jul 2002 23:56:22	Registrar's Warning (Transfer Permitted) -- Converted Title Silent as to Minerals	

Notes:

Parcel Class Code: Parcel (Generic)

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Province of Saskatchewan
Land Titles Registry
Title

Title #: 152072715 **As of:** 17 Jan 2023 09:02:29
Title Status: Active - Locked **Last Amendment Date:** 01 Aug 2019 16:20:52.200
Parcel Type: Surface **Issued:** 18 Jul 2019 11:00:00.936
Parcel Value: \$225,000.00 CAD
Title Value: \$225,000.00 CAD **Municipality:** CITY OF SASKATOON
Converted Title: 01SA33870
Previous Title and/or Abstract #: 150403193

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

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

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

Registered Interests:

Interest #:
185606848 Mortgage

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

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

Int. Register #: 123559904

Interest #:
185606882 Assignment of Rents

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

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

Int. Register #: 123559926

Interest #:
185729316 Mortgage

Value: \$343,000.00 CAD

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

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

Int. Register #: 123585756

Addresses for Service:

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

Title Locks:

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

Notes:

Parcel Class Code: Parcel (Generic)

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Province of Saskatchewan Land Titles Registry Title

Title #: 152072748 **As of:** 17 Jan 2023 09:04:36
Title Status: Active - Locked **Last Amendment Date:** 01 Aug 2019 16:20:52.170
Parcel Type: Surface **Issued:** 18 Jul 2019 11:00:02.623
Parcel Value: \$225,000.00 CAD
Title Value: \$225,000.00 CAD **Municipality:** CITY OF SASKATOON
Converted Title: 01SA33870
Previous Title and/or Abstract #: 150403205

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

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

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

Registered Interests:

Interest #:
185606837 Mortgage

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

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

Int. Register #: 123559904

Interest #:
185606871 Assignment of Rents

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

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

Int. Register #: 123559926

Interest #:
185729327 Mortgage

Value: \$343,000.00 CAD

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

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

Int. Register #: 123585756

Addresses for Service:

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

Title Locks:

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

Notes:

Parcel Class Code: Parcel (Generic)



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Province of Saskatchewan Land Titles Registry Title

Title #: 152964108 **As of:** 17 Jan 2023 09:05:49
Title Status: Active **Last Amendment Date:** 21 Aug 2020 11:11:33.903
Parcel Type: Surface **Issued:** 02 Jun 2020 11:59:52.376
Parcel Value: \$400,000.00 CAD
Title Value: \$400,000.00 CAD **Municipality:** CITY OF SASKATOON
Converted Title: 99SA05846(1)
Previous Title and/or Abstract #: 110354420

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

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

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

Registered Interests:

Interest #:
187984063 Mortgage **Value:** \$235,000.00 CAD
Reg'd: 02 Jun 2020 11:59:53
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
AFFINITY CREDIT UNION 2013
PO BOX 1330
SASKATOON, Saskatchewan, Canada S7K 3P4
Client #: 133829028

Int. Register #: 124004753

Interest #:
187984120 Assignment of Rents **Value:** N/A
Reg'd: 02 Jun 2020 11:59:53
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
AFFINITY CREDIT UNION 2013
PO BOX 1330
SASKATOON, Saskatchewan, Canada S7K 3P4
Client #: 133829028

Int. Register #: 124004764

Interest #:
188030325 Mortgage **Value:** \$275,000.00 CAD

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

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

Int. Register #: 124014822

Addresses for Service:

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

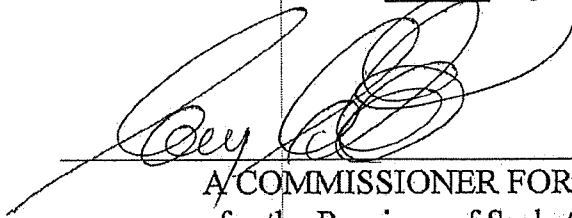
Notes:

Parcel Class Code: Parcel (Generic)

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This page and the annexed 14 pages form
Exhibit "B" to the Affidavit of **Judy du Chalard**
sworn before me this 13 day of February, 2023.



A COMMISSIONER FOR OATHS
for the Province of Saskatchewan

My Commission expires: September 30 2027

LOAN REPAYMENT AGREEMENT

Loan # 1221738 Max 1

Name Address Postal Code
The Lighthouse Supported Living Inc. 304 2nd Ave S Saskatoon SK S7K 1L1

(the "Borrower")

Affinity Credit Union 2013

(name of Credit Union)

PO Box 1330 Saskatoon SK S7K 3P4

(address of Credit Union)

(the "Credit Union")

In consideration of the Credit Union agreeing to make a loan to the Borrower for the sum of \$ 22,221.32 (the "Loan") upon the terms and conditions contained in this Agreement, the Borrower covenants and agrees with the Credit Union as follows:

1. INTEREST ON THE LOAN: Interest on the Loan shall be payable as follows:

Complete a., b. or c. only

- a. Fixed Rate of Interest: at % per annum.
b. Floating Rate of Interest: at the rate of interest equal to the Prime Rate of Interest of the Credit Union declared from time to time, plus 4.00 % per annum.
c. Floating Interest Rate with Minimum: at the rate of interest equal to the Prime Rate of Interest of the Credit Union declared from time to time, plus % per annum provided such rate of interest shall not be less than % per annum at any time.

Current Prime Rate

At the date of making this Agreement the Prime Rate of Interest of the Credit Union is 6.45 % per annum.

2. REPAYMENT OF THE LOAN: The Borrower agrees to repay the Loan together with interest, at the rate indicated, from and after the date of advance as well after as before maturity, default or judgment as follows: (Note: Complete only one alternative)

Demand with Instalments Until Fixed Date or Paid

(Check One)

- a. ON DEMAND; provided until demand is made by the Credit Union, the said principal and interest shall be paid by instalments of \$ each, the first payment to be made on , and like amount every thereafter until:

- the total amount owing shall be paid.
the total amount owing has been paid in full.

Instalments Until Fixed Date or Paid

(Check One)

- b. By instalments of \$ each, the first payment to be made on , and a like amount every thereafter until:

- the total amount owing shall be paid.
the total amount owing has been paid in full.

Principal Plus Interest

- c. By instalments of \$ on account of the principal, plus accrued interest to date of payment of each instalment, the first payment to be made on , and a like amount every thereafter until , at which time the total amount owing (inclusive of principal and interest) shall be paid.

Demand Interest Instalments Only Until Fixed Date

If Other Repayment State Here: (e.g. On Demand, or Lump Sum at Maturity.)

CALA LOAN

d. ON DEMAND, provided until demand is made by the Credit Union, interest shall be paid by _____ instalments, the first instalment of interest to be made on _____, and thereafter every _____, such payments to continue until _____, at which time the total amount owing (inclusive of principal and interest) shall be paid.

e. (i) ON DEMAND. However, if demand has not previously been made, then all principal and interest is due and payable on _____.

(ii) On Demand; monthly interest starting January 31, 2023

In the event of a CALA loan, the amortization will generally be 10 years or less or 15 years or less for additional land. If amortization exceeds 10 years or 15 years the contract must provide for balloon payment at 10 or 15 years. Notwithstanding the selected payment terms, where payment in full is not received by the due date scheduled herein, due to a renewal or otherwise, all principal and interest is due and payable on _____ (being a date 10, 15 or 20 years from the first scheduled principal payment under the Loan).

NB: For CSBFA and/or CALA loans ensure scheduled principal payment within first year.

Except as otherwise agreed to by the Credit Union all payments will be applied firstly on interest and the balance on principal. Where the floating rate of interest is applicable to this Loan the required instalments may fluctuate according to the changes in the Prime Rate of Interest of the Credit Union from time to time. The Borrower understands and agrees that the Credit Union may, on notice to the Borrower, change the required payments to reflect any changes in the Credit Union's prime Rate of Interest. The Borrower agrees to provide such new payment and that the Credit Union may adjust any automatic debit accordingly.

If a payment is skipped, missed or late, unpaid interest may be added to the principal amount of the Loan and interest will be charged on the total amount at the rate of interest stated above. In addition, at the option of the Credit Union, the entire balance of principal and interest will become immediately due and payable.

3. PREPAYMENT CONDITIONS AND CHARGES:

Check One

- Open: The Borrower is entitled to repay the entire Loan at any time without additional charge or penalty. The Borrower may make partial prepayment without penalty on any scheduled payment date or at least monthly.
- Closed: When not in default in repayment of the Loan the Borrower may prepay all or part of the amount outstanding on the Loan before the end of the term upon payment of the penalty and upon the terms and conditions set out in the attached Schedule.

NB: For CALA loans, closed prepayment applicable only on fixed rate loans.

NB: For non-mortgage consumer loans, prepayment must be open.

4. TERMS AND CONDITIONS: The Terms and Conditions form part of this Agreement.

5. PRIVACY: Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

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.

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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been signed, sealed and delivered by the Borrower at _____
Saskatchewan this _____ day of January, 2023.

THIS AGREEMENT IS SUBJECT TO CHANGES IN THE COST OF BORROWING, THE COST OF BORROWING MAY VARY ACCORDING TO THE CHANGES IN THE PRIME RATE OF INTEREST FROM TIME TO TIME.

WITNESS

IF THE BORROWER IS AN INDIVIDUAL OR PARTNERSHIP
SIGNATURE OF BORROWER(S)

IF BORROWER IS A CORPORATION

The Lighthouse Supported Living Inc.

Print Exact Name of Corporation

Affix Seal Here
(if applicable)

Per:

Jessie K... [Signature]

(Officer or signing authority)

Per:

J Reddikom [Signature]

(Officer or signing authority)

TERMS AND CONDITIONS

1. **ADVANCES:** Providing all conditions of the Loan have been compiled with, the Borrower may access the Loan by issuing a written request to draw on the Loan, including by way of cheque or by any other authorized Borrower initiated debit transaction. The Borrower agrees to use the Loan for the purposes expressed in the Application for Loan or the Offer to Finance, if applicable.
2. **COMPOUND INTEREST ON DEFAULT:** On default of payment of any sum to become due for interest at any time appointed for payment hereof as aforesaid, compound interest shall be payable thereon, and the sum in arrears for interest from time to time, as well after as before maturity, default and judgment, shall bear interest at the rates applicable to the Loan.
3. **AGREEMENT INCORPORATES OFFER TO FINANCE:** The terms and conditions contained in the Application for Loan or Offer to Finance, if applicable, together with such other amendments as may be agreed to between the Credit Union and the Borrower from time to time are incorporated into and form part of this Agreement. Any default by the Borrower in the performance of any of the covenants, terms and conditions of the Application for Loan or Offer to Finance shall constitute a default under this Agreement.
4. **DEFAULT:** The amount due under this Agreement shall, at the option of the Credit Union become immediately due and payable: (a) if there is default in payment of the Loan; (b) if there is failure or refusal to comply with any of the covenants, terms or conditions in this Agreement; (c) if there is a breach of the terms of any security agreement taken for the Loan; (d) if there is a default on any other Loan made by the Credit Union to the Borrower.
5. **REMEDIES ON DEFAULT:** If the Borrower shall make default in payment of the amounts advanced under this Agreement or fails to perform any covenant or condition required herein, the Credit Union shall be entitled to exercise all remedies or rights available to it by law for collection of all sums outstanding herein, including seizure and/or sale of all property pledged as security for the Loan. All monies realized by the Credit Union from any security granted by the Borrower shall be applied in repayment of the monies owing by the Borrower under this Agreement. The Borrower shall be liable for and forthwith pay any deficiency remaining after realization of any such security.
6. **SECURITY:** As security for the Loan the Borrower agrees to grant the security for the Loan as specified by the Credit Union. The Borrower agrees to execute such additional security agreements as may be necessary to give further effect to this provision. Any documentation taken shall be in addition to this Agreement and shall not merge or otherwise affect the enforceability of this Agreement.
7. **APPLICABLE LAW:** This Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of Canada and the Province of Saskatchewan, as applicable, including the *Canada Small Business Financing Act* and Regulations, the *Canadian Agricultural Loans Act*, *The Personal Property Security Act, 1993* and *The Land Titles Act, 2000* as may be applicable and as amended from time to time.
8. **OBLIGATIONS JOINT AND SEVERAL:** This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors, heirs and assigns. If more than one Borrower executes this Agreement, the obligation of each Borrower hereunder shall be joint and several.
9. **PROVISIONS SEVERABLE:** Each provision of this Agreement 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 Agreement.
10. **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.
11. **HEADINGS AND MARGINAL NOTES:** The Borrower covenants and agrees with the Credit Union that the headings and marginal notes are included in this Agreement only for convenience, and do not form part of the covenants, provisos and agreements herein contained.
12. **NOMINAL RATE:** The nominal rate method of interest calculation shall apply to the calculation and payment of interest on the Loan and the Credit Union shall not be deemed to reinvest any interest from time to time received hereunder.
13. **ACKNOWLEDGEMENT AND WAIVER:** The Borrower acknowledges having read the terms and conditions herein and having received a copy of this Agreement. The Borrower hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this Agreement or any security held for this Agreement or any renewal or discharge or any judgment or judgment renewal arising from this Loan.
14. **ACKNOWLEDGMENT:** At the request of the Credit Union, the Borrower will provide the Credit Union with a written acknowledgment of the amount outstanding. The Borrower authorizes the Credit Union to automatically transfer payments from the Borrower's account(s) to pay the loan and agrees such payments shall constitute an acknowledgment of the debt on the date(s) on which the payments were transferred.

SCHEDULE

This Schedule is part of the Loan Repayment Agreement between _____ as Borrower
and

_____ Credit Union, dated the _____ day of _____,

In this Schedule "You", "Your" and/or "Mortgagor" means the "Borrower".

Insert
Applicable
Prepayment
provision

**FARM / BUSINESS
REVOLVING LINE OF CREDIT AGREEMENT**

Name(s) of Borrower(s) In Full

The Lighthouse Supported Living Inc.

(“You”, “Yours” or “the Borrower”)

IN CONSIDERATION OF Affinity Credit Union 2013

(name of Credit Union or Caisse Populaire)
(the “Credit Union”)

agreeing to lend to the Borrower sums of money by way of a revolving line of credit not to exceed the principal sum of
(\$ 337,778.68)

INSERT
CREDIT
LIMIT
HERE

Three Hundred & Thirty Seven Thousand & Seven Hundred & Seventy Eight Dollars & Sixty Eight Cents
(the “Authorized Limit”)

upon the terms and conditions hereinafter set forth, THE BORROWER COVENANTS AND AGREES WITH THE CREDIT UNION AS FOLLOWS:

1. ADVANCES

Any portion of the line of credit from time to time available to the Borrower may be accessed by the Borrower by issuing orders drawn on the Credit Union, (“cheque” or “cheques”) or by any other authorized member initiated debit transaction (all of which shall be considered an advance or a loan to the Borrower on the line of credit subject to the terms of this agreement).

2. ADVANCES NOT TO EXCEED AUTHORIZED LIMIT

Advances are not to exceed the Authorized Limit and the Credit Union is not bound or obliged to honor any cheque or permit any transaction, if by doing so the loan exceeds or would after such payment or transaction exceed the Authorized Limit. If however, the Credit Union in its absolute discretion chooses to do so the amount of such cheque or transaction shall be considered an overdraft and bear interest at the Overdraft Rate. It is expressly understood that the Credit Union shall be under no obligation to honor any such cheque or permit any such transaction and that any decision to allow the same shall be in the sole and absolute discretion of the Credit Union. The Borrower further acknowledges that no agreement either expressed or implied shall separately result from or be implied from any decision by the Credit Union to honor any such cheque or permit any such transaction, and that any such decision shall not in any way affect or prejudice the rights of the Credit Union to thereafter refuse to permit any such transaction or honor any such cheque.

3. INTEREST

The Borrower agrees to pay interest to the Credit Union on all amounts advanced up to the Authorized Limit, as well after as before maturity, default or judgment as follows:

Complete
(a), (b) or
(c)

(a) **Floating Rate of Interest:** at the rate of interest equal to the Prime Rate of Interest of the Credit Union declared from time to time, plus 4.00 % per annum.

(b) **Floating Rate of Interest with Minimum:** at the rate of interest equal to the Prime Rate of Interest of the Credit Union declared from time to time, plus _____ % per annum provided such rate of interest shall not be less than _____ % per annum at any time.

At the date of making this agreement the Prime Rate of Interest of the Credit Union is 6.45 % per annum.

(c) **Fixed Rate of Interest:** at _____ % per annum.

4. ACCRUAL AND PAYMENT OF INTEREST

All interest accrues daily and is payable on the last day of each and every month during which there are sums outstanding and owing hereunder, provided if interest is not paid as required the Credit Union is hereby authorized and directed to advance such sums on the line of credit as may be required to pay the interest and such advance shall be considered an advance or loan on the terms of this line of credit and shall bear interest at the applicable rate from the date of such advance.

5. OVERDRAFT RATE

If for any reason advances exceed the Authorized Limit at any time the Borrower shall pay interest on all amounts exceeding the Authorized Limit (the "Overdraft Amount") as well after as before maturity, default or judgment at the rate applicable to over-drafts as declared from time to time by the Credit Union (the "Overdraft Rate"). The Overdraft Rate is payable on the Overdraft Amount for so long as the line of credit exceeds the Authorized Limit. The Overdraft Rate is posted at the Credit Union and identified in Statements or publications made available to the Borrower. A certificate signed by a representative of the Credit Union setting forth the applicable Overdraft Rate at any time shall be conclusive evidence as to the said rate.

6. COMPOUND INTEREST ON DEFAULT

On default of payment of any sum to become due for interest at any time appointed for payment compound interest shall be payable thereon, and the sum in arrears for interest from time to time, as well after as before maturity, default and judgment, shall bear interest at the rates aforesaid compounded monthly.

7. NOMINAL RATE

The nominal rate method of interest calculation shall apply to the calculation and payment of interest under this agreement and the Credit Union shall not be deemed to reinvest any interest from time to time received hereunder.

8. ADVANCES AND DEPOSITS

All sums advanced to the Borrower on the line of credit shall be debited to the line of credit and interest shall be charged on all sums from the date of the advance. All sums paid by the Borrower or deposited into the Borrower's line of credit or linked deposit account shall be credited on the date of receipt of funds. Where the line of credit is linked to a deposit account all credits and debits shall be handled by means of electronic funds transfer and to the extent necessary the Borrower hereby authorizes such electronic funds transfer. All deposits and electronic funds transfer to the line of credit are a payment on the line of credit and for the purpose of *The Personal Property Security Act* constitute a debtor initiated payment. If any cheque deposited to the account is subsequently dishonored for any reason, any such payment shall for all purposes be treated as not having been made and interest shall continue to accrue and be recalculated on the full amount of the loan.

9. REPAYMENT

The Borrower agrees to repay all advances on the line of credit together with all interest thereon; *ON DEMAND*. A demand shall terminate any obligation of the Credit Union to make further advances to the Borrower on the line of credit. It is also acknowledged and agreed that the Borrower shall have the right to repay all sums due on the line of credit including interest at any time without notice, bonus or penalty.

10. CONVERSION OF EXISTING LINE OF CREDIT

In the event the Borrower has an existing line of credit which is intended to be replaced by this agreement, the existing line of credit will be converted to and be governed by the terms of this agreement. Everyone who signs this agreement understands and agrees that the present balance owing, as well as any future amounts advanced under this agreement, will be considered to be amounts advanced under this agreement, and agrees to pay all such advances with interest as provided for in this agreement. In addition it is agreed that all terms and conditions set forth in the original security taken for the amounts advanced under the existing line of credit, except as may be amended by this agreement or any other amendment agreement executed in conjunction with this agreement, shall continue in full force and effect and nothing herein is intended to or shall have the effect of discharging, merging, replacing or rendering unenforceable the original security taken for the amounts advanced under the existing line of credit agreement, and all such security shall apply to and secure advances made under this agreement. Any default under this agreement shall be deemed to be a default under the security.

11. TERMINATION

This agreement shall also terminate at the option of the Credit Union:

(a) immediately, **without notice**, if the Borrower is in arrears on any Credit Union loan, becomes insolvent, commits an act of bankruptcy or upon the death of the Borrower

Or

(b) **By notice** to the Borrower indicating the date of termination, provided that the parties agree that the Credit Union shall not in any event, be required to give more than seven (7) days notice of such termination. If the Credit Union gives notice of termination it may restrict advances or require other special arrangements be made in order to continue to honor cheques or allow transactions prior to the date of termination.

On termination all sums owing including interest are immediately due and payable. In the event of non-payment, the Credit Union may realize on all security granted by the Borrower. In any case, the Credit Union shall not be obliged or required to honor any cheque or allow any transaction after the date of termination of this agreement.

20. REMEDIES ON DEFAULT

If the Borrower shall make default in payment of the amounts advanced on the line of credit or fail to perform any covenant or condition required herein, the Credit Union shall be entitled to exercise all rights or remedies available to it by law for collection of all sums outstanding herein, including seizure and/or sale of all property pledged as security for this agreement. All monies realized by the Credit Union from any security granted by the Borrower shall be applied in repayment of the amount owing under this agreement. The Borrower shall be liable for and forthwith pay any deficiency remaining after realization of any such security.

21. PROVISIONS SEVERABLE

Each provision of this agreement 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 agreement.

22. ADVANCES THROUGH ERROR

In the event that the Credit Union advances to or for the Borrower sums through error, through any other agreement or other-wise, the terms of this agreement shall apply to such advance unless otherwise agreed.

23. CORPORATE WAIVER OF PROVISIONS

And it is further agreed that the following paragraph applies only if the Borrower is a corporation body, in which case the Borrower also covenants and agrees with the Credit Union:

- (a) That *The Land Contracts (Actions) Act* of the Province of Saskatchewan shall have no application to any action, as defined in That *The Land Contracts (Actions) Act*, with respect to this agreement;
- (b) That *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this agreement, any charge or other security for the payment of money made, given or created by this agreement or any agreement renewing or extending this agreement and shall in no way limit the rights, powers or remedies of the Credit Union granted herein.

24. APPLICABLE LAW

This agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

25. OBLIGATIONS, JOINT AND SEVERAL

This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors, heirs and assigns. If more than one Borrower executes this agreement, the obligation of each Borrower hereunder shall be joint and several.

26. 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.

27. HEADINGS AND MARGINAL NOTES

The Borrower covenants and agrees with the Credit Union that the headings and marginal notes are included in this agreement only for convenience, and do not form part of the covenants, provisos and agreements herein contained.

28. ADDITIONAL TERMS AND CONDITIONS

The additional terms and conditions set forth on the Schedule(s) hereto shall form part of and are incorporated into this agreement.

29. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

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.

IN WITNESS WHEREOF the Borrower has hereunto signed, sealed and delivered this agreement this _____ day of January, 2023, at _____, Saskatchewan.

WITNESS

IF BORROWER IS AN INDIVIDUAL OR PARTNERSHIP
SIGNATURE OF BORROWER(S)

IF BORROWER IS A CORPORATION, BOARD OF EDUCATION, MUNICIPALITY OR REGIONAL HEALTH AUTHORITY, ETC.

AFFIX CORPORATE SEAL HERE

The Lighthouse Supported Living Inc.

Print Exact Name of Corporation

By: *Jessie Hayden*
(Officer of Corporation)

By: *J Reddick*
(Officer of Corporation)

NAME OF BORROWER

ADDRESS

POSTAL CODE

The Lighthouse Supported Living Inc.

304 2nd Ave S Saskatoon SK

S7K 1L1

SCHEDULE OF ADDITIONAL TERMS AND CONDITIONS

The Schedule forms part of and is incorporated into the Revolving Line of Credit Agreement dated _____
of _____ (month) _____ (year) _____ (day)

THIS AGREEMENT made effective the 12th day of January, 2023.

AMONG:

The Lighthouse Supported Living Inc.,

(the "Borrower")

- OF THE FIRST PART

AND:

Affinity Credit Union 2013,

(the "Lender")

- OF THE THIRD PART

MORTGAGE AMENDMENT AGREEMENT

WHEREAS:

- A. The Lender has advanced loan funds to the Borrower in the amount of \$1,500,000.00 (Loan #1) pursuant to the terms of an Offer to Finance dated February 8, 2011 (the "Offer to Finance"), and a Business Application for Credit dated May 9, 2012.
- B. Loan #1 is principally secured by a mortgage dated May 9, 2012 in the amount of \$1,500,000.00 made by the Borrower in favour of the Lender, which mortgage was registered in the Land Registry on May 28, 2012, as Interest Register No. 118339487 ("Mortgage #1").
- C. The terms of Mortgage #1 were last extended pursuant to a Notice of Maturing Mortgage, Extension Agreement, and Disclosure Statement dated February 28, 2021 (the "Mortgage #1 Extension").
- D. As at January 6, 2023, the total amount owing under Loan #1 and secured by Mortgage #1 was \$861,518.37.
- E. The Lender has further advanced loan funds to the Borrower in the amount of

\$1,500,000.00 (Loan #2) pursuant to the terms of an Offer to Finance and a second Business Application for Credit dated May 9, 2012.

- F. Loan #2 is principally secured by a mortgage dated May 9, 2012 in the amount of \$1,500,000.00 made by the Borrower in favour of the Lender, which mortgage was registered in the Land Registry on May 28, 2012, as Interest Register No. 119478785 ("Mortgage #2").
- G. The terms of Mortgage #2 were last extended pursuant to a Notice of Maturing Mortgage, Extension Agreement, and Disclosure Statement dated November 12, 2020 (the "Mortgage #2 Extension").
- H. As at January 6, 2023, the total amount owing under Loan #2 and secured by Mortgage #2 was \$901,912.67.
- I. Both Loan #1 and Loan #2 are further secured by a General Security Agreement dated May 9, 2012 (the "GSA").
- J. As at January 12, 2023, the Borrower has incurred an overdraft in the amount of \$22,221.32 on its chequing account with the Lender. The Lender is requiring that the Borrower deliver a Loan Repayment Agreement (the "LRA") to the Lender in the amount of the overdraft and the Lender further requires that the repayment of the LRA be secured by Mortgage #1 and Mortgage #2.
- J. The Borrower has requested that the Lender advance additional credit pursuant to a Farm/ Business Revolving Line of Credit Agreement (the "RLOC") in the amount of \$337,778.68 in order to pay additional operating expenses commencing on January 12, 2023, and the Lender has agreed to this request provided that the repayment of amounts advanced pursuant to the RLOC be secured by Mortgage #1 and Mortgage #2.
- H. It is intended by the Borrower and the Lender that terms of the GSA shall be unaffected by the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of \$1.00 and other valuable consideration, the parties hereto agree as follows:

1. The terms and conditions of each of Mortgage #1 and Mortgage #2 shall be amended by deleting Paragraph 32 thereof in its entirety and substituting the following therefor:

"MORTGAGE SECURES ADDITIONAL DEBT

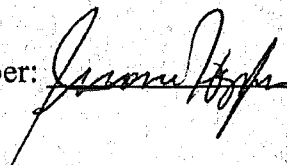
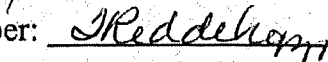
In addition to the original debt in the amount of \$1,500,000.00 secured by this mortgage, this mortgage shall secure repayment to the Mortgagee of all amounts due from time to time pursuant to the Loan Repayment Agreement in the amount of \$22,221.32 and the Farm/ Business Revolving Line of Credit Agreement in the limited amount of \$337,778.68 each made by the Mortgagor in favour of the Lender and dated for reference January 12, 2023."

2. The Borrower, as principal debtor and not as a surety, hereby covenants and agrees to pay to the Lender, the monies owing on Mortgage #1 and Mortgage #2 (the "Borrower Mortgages"), as amended by this Agreement, and to observe, perform and be bound by the terms, conditions, covenants and provisions contained in the Borrower Mortgages (as amended). The Borrower hereby ratifies and confirms all of the terms, conditions, covenants and provisions contained in the Borrower Mortgages, as amended herein.
3. This Agreement shall be read and construed with the Borrower Mortgages and treated as part thereof and for such purpose the Borrower Mortgages shall be regarded as being hereby amended, but all other terms and conditions contained in the Borrower Mortgage shall be of full force and effect and shall continue to apply and shall be binding upon the Borrower.
4. It is understood and agreed by the parties hereto that the Borrower Mortgages and all terms, conditions, covenants and provisions whatsoever contained therein, including a covenant or clause providing that if default be made in payment of any money due thereunder, or in the observance of any covenant contained therein, the payment of other portions of the principal monies and interest shall be accelerated, shall continue in force and be applicable to this Agreement except as to the altered terms of payment.
5. Nothing herein contained shall in any way create any merger or alter or prejudice the rights of the Lender as against the Borrower or any subsequent encumbrancer or any person whomsoever interested in the lands or liable for the debt or any part thereof and not a party hereto, all of which rights and priorities are preserved.
6. The Borrower covenants and agrees to execute such further and other documents and assurances as may be necessary or required by the Lender to effect the terms of this Agreement.

7. The Borrower and Guarantors also covenant and agree with the Lender:
 - A. that The Land Contracts (Actions) Act, 2018 of the Province of Saskatchewan shall have no application to any action, as defined in The Land Contracts (Actions) Act 2018, as aforesaid, with respect to this Agreement or the Borrower Mortgages; and
 - B. that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Agreement, the Borrower Mortgages or any charge or other security for the payment of the monies owing on the Borrower Mortgages or any agreement renewing or extending the Borrower Mortgages and shall in no way limit the rights, powers or remedies of the Lender granted hereunder or thereby.
8. The Borrower agrees that the terms of the GSA shall continue and shall be unaffected by this Agreement.
9. This Agreement shall be effective upon execution and delivery by the Borrower and without execution and delivery by the Lender.
10. This agreement shall be binding on and enure to the benefit of the Lender, the Borrower and their respective successors and assigns, except that the Borrower shall not, without the prior written consent of the Lender, assign any rights or obligations with respect to this agreement. The Lender may transfer, assign or grant participation in its rights and obligations with respect to this agreement or any other agreement contemplated to any lending institution which it considers to be financially responsible.

IN WITNESS WHEREOF the Borrower has executed this agreement effective the day and date first above written.

The Lighthouse Supported Living Inc.

per: 
per: 

{seal}