

Loren F. Politeski, Q.C.  
Myron I. Strilchuk  
Derek G. Milen (Retired)  
Scott A. Politeski  
Mel D. Wells

**Politeski Strilchuk Milen**  
**L A W Y E R S**

Todd R. Kirkpatrick  
Harvey J. Neufeld  
Jeffrey D. Kerr  
Meaghan C. LaRose  
Rohashnee Gownder\*

Our File No.: 21756-49 JKPC

August 3, 2016

**Robertson Stromberg LLP**  
Suite 600, 105, 21<sup>st</sup> Street East  
Saskatoon, SK S7K 0B3

**Attention: Dustin Gillanders**

Dear Sir:

**Re: Synergy Credit Union Ltd. and Tricia McDonald**

In follow-up to our last discussions in this matter, we note that as of July 23, 2016, the renewal term had expired and all sums due and owing by your client to Synergy Credit Union Ltd. originally loaned under the mortgage, having Interest Register No. 113376304 and executed on October 29, 2007, and renewed on an effective date of July 23, 2015, are due and owing and all amounts outstanding are payable to our client.

As we discussed, Synergy has been unwilling to renew the mortgage given that it believes it is in the best interests of both Synergy and your client to part ways and has grown increasingly concerned about representations made about Synergy by your client. In particular, Synergy believes that your client has engaged in considerable social media campaigns that unfairly represent Synergy and its employees and officers.

However, on consideration, my client would hope to avoid the need to enforce its entitlement to call in the loan and commence a foreclosure. If Synergy could be satisfied that Ms. McDonald was seeking to obtain alternate financing and would be in a position to find alternate financing no later than one year from today's date, it will be prepared to offer Ms. McDonald a one year renewal of an open mortgage with a fixed interest rate of 6.3%, maturing on July 23, 2017. We would suggest that this would allow your client sufficient time to obtain new mortgage financing and as it is an open mortgage, Ms. McDonald could transfer her mortgage at any time that she secures new financing. It would also avoid the need for our client to commence a foreclosure action on Ms. McDonald.

Finally, this proposal would be conditional upon Ms. McDonald ceasing to engage in making comments directed against Synergy on social media in particular. Our client's intention is to allow both of these parties to part ways and toward that end, my client is prepared to forego commencement of foreclosure at this time. We would anticipate that Ms. McDonald would likewise be prepared to agree that if she accepts the offer of renewal set forward, that she will agree to not make statements about Synergy or its employees or officers on social media.

---

5009 - 47 Street, Lloydminster, AB T9V 0E8  
Mailing Address: PO Box 20, Lloydminster, SK S9V 0X9

Phone: (780) 875-2288

Fax: (780) 875-3479

e-mail: jeff@psmlaw.ca  
assistant: loretta@psmlaw.ca

*Members of the Alberta and Saskatchewan Bars*

Politeski Strilchuk Milen

August 3, 2016  
Page 2

Please advise as to your client's position within 10 days of your receipt of this correspondence. If Ms. McDonald does not agree to the terms of renewal put forward, I have instructions to commence a foreclosure action.

Yours truly,

**Politeski Strilchuk Milen**

Per: Jeffrey D. Kerr

JDK/lnl  
Enclosure