

Loren F. Politeski, Q.C.
Myron I. Strilchuk
Derek G. Milen (Retired)
Scott A. Polischuk
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
Kubashnee Govenler

Our File No.: 21756-49 JKPC

August 23, 2016

By email and by Xpresspost Courier

Saskatchewan Human Rights Commission
8th Floor, 122 Third Avenue North
Saskatoon, SK S7K 2H6

Attention: Andr ea Ledding

Dear Madam:

Re: Tricia Darlene McDonald – Your File 16-17-122

Our office acts on behalf of Synergy Credit Union Limited Ms. McDonald's complaint filed with you. Please find en materials. We have sent hard copies by Xpresspost and I ant the week.

Our client's response to this matter globally is set out in the) are self-explanatory and would suggest that this matter pr Once you have had the opportunity to review our respon... discuss proceeding forward in this matter.

For delivery confirmation www.canadapost.ca OR **1 888 550-6333**
Confirmation de la livraison www.postescanada.ca OU

Canada Post / POSTES CANADA

Sender warrants no dangerous goods enclosed and agrees to terms and conditions on reverse of Customer Receipt. L'exp diteur garantit que cet envoi ne contient pas de mati res dangereuses et accepte les conditions indiqu es au verso du Re u du client. D'autres renseignements sont fournis dans le Guide des postes du Canada.

Customer Receipt / Re�u du client		Date	Y A	MM	DD
Item number / N� de l'article	PG 369 643 135 CA	2016	09	23	
From / Exp�diteur		Telephone No. / N� de t�l�phone	780-875-2288		
Customer No. / N� du client		Politeski Strilchuk Milen			
Name / Nom	Box 20				
Address / Adresse	Lloydminster SK S9V 0X9				
City/Prov. / Ville / Prov.		Postal Code / Code postal			
To / Destinataire		Telephone No. / N� de t�l�phone			
Name / Nom	Sask. Human Rights Comm.				
Address / Adresse	8# Flr. 122-Third Ave. N.				
City/Prov. / Ville / Prov.		Postal Code / Code postal	Saskatoon SK S7K 2H6		

Yours truly,

Politeski Strilchuk Milen

Per: Jeffrey D. Kerr

JDK/Inl
Enclosures

cc: client

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

(780) 875-2288

Fax: (780) 875-3479

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

Members of the Alberta and Saskatchewan Bars

COMPLAINT UNDER SECTION 27 OF *THE SASKATCHEWAN HUMAN RIGHTS CODE*

A copy of the *Code* and Regulations is available at the Regina or Saskatoon office of the Saskatchewan Human Rights Commission or at our website: <http://saskatchewanhumanrights.ca>

Date complaint made:
July 5, 2016
Certified by:
Andréa Ledding
File number:
16-17-122

The Complainant

Tricia Darlene McDonald, of Lloydminster, Saskatchewan

complains against

The Respondent

Synergy Credit Union Limited

The Complainant states that there are reasonable grounds to believe that the Respondent did violate Section 45 [Retaliation] of the Code on the basis of the Complainant having made complaint against the Respondent under the Saskatchewan Human Rights Code.

The violation occurred in June 2016. The nature of the violation:

1. On November 10, 2011, I made a complaint under the *The Saskatchewan Human Rights Code* against my former employer: Synergy Credit Union Limited.
2. The complaint was later resolved through settlement on April 7, 2014.
3. In June of 2016 Synergy Credit Union Limited notified me they would not renew my mortgage. No legitimate reasons for non-renewal were provided. It was further stated they wished to end all business relations with me.
4. I have reason to believe, and do believe, that Synergy Credit Union Limited imposed a loss and/or disadvantage upon me for having made a complaint against them, contrary to Section 45 of *The Saskatchewan Human Rights Code*.

Dated at Saskatoon SK, on Aug 5, 2016
city/town month day year

[Signature]
Tricia Darlene McDonald

Notice to Respondent: Pursuant to Section 9 of the *Saskatchewan Human Rights Code Regulations*, within 20 days of service of this complaint, the Respondent shall provide the Commission with an address where documents may be served and notices given. Where no address for service is given, all notices and documents will be sent to:

Synergy Credit Union Ltd., 4907 – 50th Street, Lloydminster SK, S9V 0E5

Pursuant to Section 12 of the *Saskatchewan Human Rights Code Regulations*, the Respondent shall provide a response to this complaint when requested to do so.

This complaint was made to:

Saskatchewan Human Rights Commission
8th Floor, 122 Third Avenue North
Saskatoon, SK S7K 2H6
Telephone: 306-933-5952
Toll Free: 1-800-667-9249
Fax: 306-933-7863
<http://saskatchewanhumanrights.ca>



**Saskatchewan Human Rights Commission
RESPONDENT QUESTIONNAIRE**

1. Full legal name of company or organization and registered address:

Name: Synergy Credit Union Ltd. of P.O. Box 798 Lloydminster, Saskatchewan
Address: S9V 1C1

Postal Code:

2. Indicate whether a corporation, partnership, co-op, sole proprietorship, or government agency:

A credit union duly incorporated under the Credit Union Act, 1998

3. Name and title of chief executive and/or owners:

Glenn Stang, Chief Executive Officer- owned by members

4. Business address and telephone:

Name: Glenn Stang

Address: Administrative Centre
4907 50th Street
Lloydminster, SK

Postal Code: S9V 1C1

Ph: 1.844.825.1350 ext. 1766 Fax: 306.825.8876

5. Name, address and telephone number of company official with whom we should deal.
Name of legal counsel.

Name: Jeffrey Kerr, Politeski Strilchuk Milen

Address: 5009 47 Avenue Lloydminster AB T9V 0E8

Mailing Address: PO Box 20, Lloydminster SK, S9V 0X9

Postal Code:

E-mail Address: jkerr@psmlaw.ca

6. If you are individually named in this complaint, what is your position with the organization?

N/A

(Over)

RESPONDENT QUESTIONNAIRE

Page 2

7. Response to complaint. Please be as detailed as possible and include names of witnesses we can interview. Use additional pages if necessary.

Synergy Credit Union states that the decision to not renew the Complainant's mortgage arises from the breakdown of a productive relationship with the Complainant and the increasingly negative representations made by the Complainant about Synergy on social media and aggressive conduct toward Synergy staff and officers. As set out in the enclosed timeline and supporting documents, following the resolution of the original human rights complaint, Synergy has twice renewed the Complainant's mortgage. This is in addition to having renewed the mortgage twice prior during the time that the original complaint was pending. Commencing in mid-2015 the Complainant begins making negative representations about Synergy on social media, including but not limited to those statements included in the documents filed herein. In addition to these negative representations, Synergy has attempted to resolve matters with the Complainant but she has refused to meet and discuss matters or when there has been dealings with the Complainant and staff of Synergy, Synergy believes the Complainant will frequently mistreat and bully staff members. As such, it was determined by Synergy to discontinue its relationship with the Complainant. Critically, Synergy would point out that the suggestion to not renew the mortgage came from its lending officers and account managers as noted in its documentation and not from any officers of Synergy that were aware of the prior human rights complaint brought forward. Accordingly, the assertion that the decision to not renew was an attempt at retaliation is not accepted by Synergy. Finally, Synergy would point out that it has prior to this complaint being served put forward on a without prejudice basis two offers (on August 5, 2016 and August 15, 2016) to renew the mortgage for one further year at two posted rates to provide the Complainant time to obtain alternate lending and financial services. It is respectfully submitted that the Complaint is both premature as Synergy continues to negotiate through counsel with the Complainant regarding a mortgage renewal and further that the dispute is primarily about an attempt to obtain more favorable mortgage lending. Synergy indicates that the persons to be provided as witnesses are as follows: Glenn Stang, Chief Executive Office, [REDACTED] ext [REDACTED]; Brent Bergen, Chief Operating Officer, [REDACTED]; Jason Bazinet, Chief Financial and Risk Officer, 1 [REDACTED] ext 2329 and Patricia Wang [REDACTED]

8. Please attach documents that support your response.

Please find attached.

I DECLARE this information is true to the best of my information and belief.

[Handwritten signature]
Signature of Respondent/Agent

August 23, 2016
Date

Jason Bazinet
Print Name of Respondent/Agent

Chief Financial & Risk Officer
Position with Company

File No. _____

TIMELINE OF EVENTS: TRISHA D. MCDONALD

October 23, 2007: Ms. McDonald's original mortgage is created. Amortization is 40 years and the initial term is 5 years, with a fixed rate of 6.09%, maturing on October 23, 2012.

November 10, 2011: Ms. McDonald make a complaint under *The Saskatchewan Human Rights Code* against Synergy Credit Union.

July 23, 2012: Ms. McDonald is offered an early mortgage renewal and executes. The term is 1 year, with a fixed rate of 3.10%, maturing on July 23, 2013.

July 23, 2013: Ms. McDonald is offered a mortgage renewal and executes. The term is 1 year, with a fixed rate of 3.09%, maturing on July 23, 2014.

April 2, 2014: Ms. McDonald's complaint under *The Saskatchewan Human Rights Code* against Synergy Credit Union is resolved through settlement.

July 23, 2014: Ms. McDonald is offered a mortgage renewal. The offered renewal term is for 1 year at a fixed rate of 3.14%, maturing on July 23, 2015. Ms. McDonald requests and is granted a rate exception approved by Gord Thiel, Branch Manager. Ms. McDonald executes a mortgage renewal for a 1 year term, with a fixed rate of 3.04%, maturing on July 23, 2015.

July 23, 2015: Ms. McDonald is offered a mortgage renewal. The offered renewal term is for 1 year at a fixed rate of 2.89%, maturing on July 23, 2016. Ms. McDonald requests and is granted a rate exception approved by Christine Tucker, Manager of Retail, to match an advertised rate offer by Affinity Credit Union. Ms. McDonald executes a mortgage renewal for a 1 year term, with a fixed rate of 2.69%, maturing on July 23, 2016. Following her mortgage renewal, Ms. McDonald subsequently posts negative comments on social media regarding Synergy Credit Union mortgage rates.

August 5, 2015: Ms. McDonald posts false and misleading information about Synergy Credit Union on Facebook regarding a \$75 ancillary fee for Synergy to collect and remit property taxes. Synergy provided members with more than 1 years notice and a courtesy reminder just prior. Ms. McDonald's final sentence in her post: "They have had their hands slapped before by members changing fees without notice, not sure when they will ever learn...." is completely false.

-----Original Message-----

From: Chandra Matlock

Sent: August 5, 2015 10:16 PM

To: Glenn Stang <[REDACTED]>; Pat Horton <[REDACTED]>; Brent Bergen <[REDACTED]>

Subject: re: Facebook

Good day

I just wanted to let you know that Trish MacDonald is at it again making false claims against Synergy on Facebook again in whats happening in Lloydminster.

She is claiming we dont give enough notice on fees where she did get a letter for the property tax admin fee on her mortgage. We did comment we gave 1 year notice (and went above and beyond on the notice).

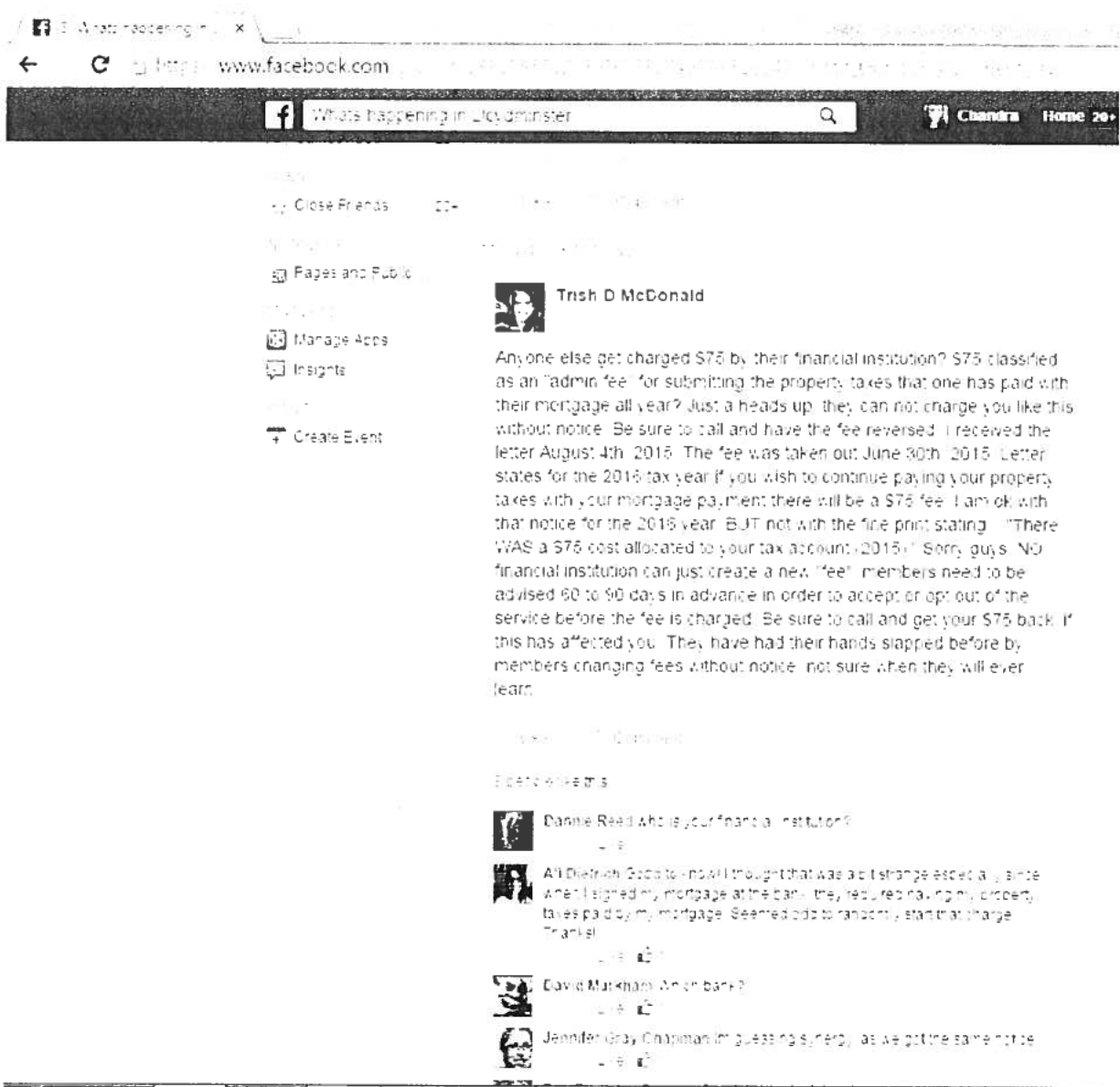
Other members are backing things up saying they got the letter and explaining the situation too. The interesting part is the executive assistant to Ward Read at the Lloydminster economic

TIMELINE OF EVENTS: TRISHA D. MCDONALD

development corporation

This is Trish's second time now. I am not sure what her issue is. I am thinking this is one of the members it wouldnt be bad if they moved on.

I just thought i would let you know what is going on. I will post an example of the letter i got to show i got mine. However, i wont engage anymore since i think they are looking for a snow or something. We can just state the facts and let our members talk how great we are.



The screenshot shows a Facebook post on a mobile device. The browser address bar shows 'http://www.facebook.com'. The page title is 'Whats happening in Ulysses'. The post is by 'Trish D McDonald' and is public. The text of the post discusses a \$75 charge by a financial institution for submitting property taxes, which Trish claims was not properly notified. She mentions that the fee was taken out on June 30th, 2015, and that the letter states for the 2016 tax year, if you wish to continue paying property taxes with your mortgage payment, there will be a \$75 fee. She notes that there was a \$75 cost allocated to her tax account in 2015 and that no financial institution can just create a new 'fee' without 60-90 days advance notice. She concludes that members need to be advised before the fee is charged and that they have had their hands slapped before by members changing fees without notice.

Comments on the post:

- Dannie Reed: "Ahh, your financial institution?"
- Ali Dieckhoff: "Good to know! I thought that was a bit strange especially since when I signed my mortgage at the bank, they required having my property taxes paid by my mortgage. Seemed odd to randomly start that charge. Thanks!"
- David Markham: "Anch bank?"
- Jennifer Gray Chapman: "I'm guessing Sinerby, as we got the same notice."

TIMELINE OF EVENTS: TRISHA D. MCDONALD

Facebook browser interface showing a timeline of events related to Trisha D. McDonald's mortgage with Synergy Credit Union.

Browser address bar: www.facebook.com

Page title: What's happening in Lloydminster

Search bar:

Timeline posts:

- Jennifer Gray Chapman** Im guessing synergy... as we got the same notice
Like
- Bev Toulliean Synerg** Credit Union is doing a cut-thr... sent letters out months ahead of time
Like
- Trish D McDonald** Trish is correct Jennifer. The letter received is postmarked August 1st 2018 which is a Saturday and was charged June 30th 2018. When I called about the... state I have not been charged but clearly shows on my mortgage account I WAS charged. So after going thru two people it is still being paid into.
Like
- Jennifer Gray Chapman** Trish same for us. It has been charged and we weren't notified earlier.
Like
- Bev Toulliean Synerg** did send out letters months ago - I got one. May be check with them to see why you didn't get yours. I'm sure that they will refund the charge if they did not send your letter out.
Like
- Ali Dietrich** I'm also with synergy and I don't recall getting a notice previously.
Like
- Trish D McDonald** Property taxes are paid out different times of year. Mine was paid June 30th and was advised of the fee August 4th. So no Bev no notice was provided. It was an after the fact fee which is not allowed.
Like
- Amanda McKinnon** We are with synergy and we got a letter last year about this. But we are in the county so our tax roll days are different.
Like
- Chandra Matlock H** Trish I have had my mortgage for 6 years with Synerg. They did give notice one year before they started to implement the new property administration fee. It is a convenience fee where they pay your property taxes for you each year. You can definitely opt out of this fee by setting up your own automatic savings and then paying your property taxes at the end.
This is a unique service that was discontinued at many of the banks a while ago. They still want to offer the service for those who had the service if you choose, but need to cover the costs of providing this service.
I work at Synerg and know they did provide notice one year before on all property taxes for each area. Letters were sent out at different times to ensure there was a 1 year notice depending on your location and municipality. Where they see fees you have the choice to continue with the service and

TIMELINE OF EVENTS: TRISHA D. MCDONALD

Facebook search bar: "What's happening in Uxbridge" | URL: www.facebook.com | Search results: "What's happening in Uxbridge" | User: Chandra | Home

Amanda McKinnon We are with Synergy and we got a letter last year about this. But we are in the court, so our tax is paid a different way.

Chandra Matlock Hi Trish, I have had my mortgage for 5 years with Synergy. They did give notice one year before they started to implement the new property administration fee. It is a convenience fee where they pay your property taxes for you each year. You can definitely opt out if you feel like setting up your own automatic savings and then paying your property taxes at the end.

This is a unique service that was discontinued at many of the banks a while ago. They still want to offer the service for those who had the service, but you choose, but need to cover the costs of providing this service.

I work at Synergy, and I know they did provide notice one year before on all property taxes for each area. Letters were sent out at different times to ensure there was a 1-year notice, depending on your location and municipality. Where they specified you have the choice to continue with the service (and pay the administration fee). Or you could set up an account that automatically bills you each month, then you can pay your property taxes in one lump sum at the due date from your savings to the municipality.

They even worked with the municipality to understand how you can pay your taxes, what is your options online and in-person. I am sorry you feel this way. Synergy went above and beyond, giving one year notice (more than the 90 to 60 days needed). They also gave you the option to decide what works best for you.

If you have any questions or concerns, the Synergy Member Contact Centre at 866-926-3301 can help you make adjustments on your account. Where they do have a self-service option if you choose. I hope this helps.

Chandra Matlock Hi All, It used to be a requirement by the Canadian Mortgage Housing Corporation (an organization that allows you to have a lower down payment on your mortgage) to collect your property taxes with your mortgage automatically. It was mandatory, and then... See title.

Trish D McDonald Hi Chandra Matlock, the letter I received last year was stating the credit union no longer requires property taxes be included in your mortgage and interest payment. Gave the option of paying your taxes on your own and freeing the property tax accounts as well. NO mention of a \$75 fee until now. If you want to prove otherwise with a copy of last year's letter please share.

TIMELINE OF EVENTS: TRISHA D. MCDONALD

August 6, 2015: Sandra Wright, Account Manager, Lloydminster Branch makes the following note regarding Ms. McDonald's future mortgage renewal(s).

CORE - SYNERGY CREDIT UNION (816)

Wizards Maintenance Quick Inquiries Collateral Agreements Print Calculators My Forms System Logout

TRISHA D. MCDONALD Member # 531 Share Account Number 28881447814
 SPT Phone # Member Since 05-01-2007
 Camera DOB Relationships

Services Favorites Help Relationship Profile - MCDONALD, T

Notes

Note Class	Sub Class	Created By	Created Date/Time	Note Text	Inactive Date
Note	DEFAULT	PATRICIA S. WA	06-07-2016 11:47:44 AM	June 7, 16 - tried to call Trisha again today, still no answer	
Note	DEFAULT	PATRICIA S. WA	06-02-2016 09:29:00 PM	June 2, 16 - called Trisha 4 times over the last 2 days. It's	
Note	DEFAULT	SANDRA D. WR	08-01-2015 02:02:17 PM	Received a Voice Mail from Trisha inquiring about her Mort	
Note	DEFAULT	PATRICIA S. WA	08-12-2015 12:21:17 PM	Aug 13, 15 - please do not offer a mortgage renewal if an	
Note	DEFAULT	SANDRA D. WR	08-09-2015 10:45:27 AM	At Renewal Date, July 23, 2016, DO NOT allow any reduct.	

Auto Hide Create Edit Inactivate Delete

Edit Note

Note Class: Note Sub Class: DEFAULT Inactive Date: [dropdown]

Note Text:

At Renewal Date July 23, 2016, DO NOT allow any reduction in Rates. Trisha has been very difficult to deal with and has vented on what's happening in Lloydminster by voicing negative comments about Synergy Credit Union. First, about our Mortgage Rates. We matched a rate of 2.85% for her, as advertised by another SK CU. Our posted was 2.99% for 1 yr Term, and secondly, regarding the admin fee charged by Synergy to pay property taxes. This has all been discussed with Christine Tucker and she is in agreement if Trisha wants to move her Mortgage next year at Renewal, due to not accepting our posted rate, we will let it go. Thank you.

Close Close Clear Review Process

PRODUCTION 22051 08-16-2016 None JASON V. BAZINET 31358

TIMELINE OF EVENTS: TRISHA D. MCDONALD

August 13, 2015: Patty Wang, Manager of Risk, makes the following note regarding Ms. McDonald's 2016 mortgage renewal.

CORE - SYNERGY CREDIT UNION (816)

[Wizards](#)
[Maintenance](#)
[Quick Inquiries](#)
[Collateral](#)
[Agreements](#)
[Print](#)
[Calculators](#)
[My Forms](#)
[System](#)
[Logout](#)

TRISHA D. MCDONALD
 Member # [REDACTED]

 SSN [REDACTED]

 Phone # [REDACTED]

 DOB [REDACTED]

 Shared Account Number: 28889447814

 Member Since: 05-01-2007

Relationships

Relationship Profile - MCDONALD, T

Notes

Note Class	Sub Class	Created By	Created Date/Time	Note Text	Inactive Date
Note	DEFAULT	PATRICIA S. WA.	06-07-2015 11:47:44 AM	June 7 15 - tried to call Trisha again today, still no answer	
Note	DEFAULT	PATRICIA S. WA.	06-10-2015 09:09:00 PM	June 10 15 - called Trisha 4 times over the last 2 days it's	
Note	DEFAULT	SANDRA D. WR.	06-21-2015 09:00:17 PM	I received a Voice Mail from Trisha inquiring about her Mort	
Note	DEFAULT	PATRICIA S. WA.	08-13-2015 12:21:17 PM	Aug 13/15 - please do not offer a mortgage renewal if an...	
Note	DEFAULT	SANDRA D. WR.	08-06-2015 10:45:27 AM	At Renewal Date July 21 2016, DO NOT allow any reduct	

Auto Hide

Edit Note

Note Class: Note Sub Class: DEFAULT Inactive Date: [REDACTED]

Note Text:

Aug 13 15 - please do not offer a mortgage renewal if any questions please contact Patty Wang

PRODUCTION 22051 08-16-2016 None JA SON V. BAZINE T 34358

TIMELINE OF EVENTS: TRISHA D. MCDONALD

April 4, 2016: Ms. McDonald posts the following comment of Facebook.

Facebook interface showing a post by Trisha D. McDonald. The post content includes:

Congratulations to the 10 winners here and all 14 nominees! Train units: 10,000 units produced and 10,000 units in the shop! Extra Mile Award

EXTRA MILE AWARD

Top nominee: Bryce Patterson (L)
2nd SP Nominee (in no particular order):
2nd Row (L-R): Carol Burns (represented by Barbara Berry), Carrie Pollock
Bottom Row (L-R): Leanne Wickham,
Owen Lloyd (represented by Steven Lloyd)

Boost Post

Comments:

- See Trisha's previous conversations (replied to)
- Trisha McDonald: Well, I'm glad to see you're all happy!
- Trisha McDonald: Well, I'm glad to see you're all happy!

TIMELINE OF EVENTS: TRISHA D. MCDONALD

June 1, 2016: Sandra Wright, Account Manager, Lloydminster Branch makes the following note regarding Ms. McDonald.

The screenshot shows a web application interface for Synergy Credit Union. At the top, there is a navigation bar with options like 'Wizards', 'Maintenance', 'Quick Inquiries', 'Collateral', 'Agreements', 'Print', 'Calculators', 'My Forms', 'System', and 'Logout'. Below this, the user's name 'TRISHA D. MCDONALD' and other account details are visible. The main content area is titled 'Notes' and contains a table with the following data:

Note Class	Sub Class	Created By	Created Date / Time	Note Text	Inactive Date
Note	DEFAULT	PATRICIA S. WIA	06-07-2016 11:47:44 AM	June 7/16 - tried to call Trisha again today, still no answer	
Note	DEFAULT	PATRICIA S. WIA	06-10-2016 05:28:00 PM	June 2/16 - called Trisha 4 times over the last 2 days, it's	
Note	DEFAULT	SANDRA D. WRI	06-01-2016 03:00:17 PM	I received a Voice Mail from Tricia inquiring about her Mort...	
Note	DEFAULT	PATRICIA S. WIA	08-13-2016 12:21:17 PM	Aug 13/16 - please do not offer a mortgage renewal if an...	
Note	DEFAULT	SANDRA D. WRI	06-08-2016 10:48:07 AM	4: Renewal Date July 23, 2016. DO NOT ask w any redact	

Below the table is an 'Edit Note' form with fields for 'Note Class', 'Sub Class', 'Created By', 'Created Date / Time', and 'Note Text'. The 'Note Text' field contains the text: 'I received a Voice Mail from Tricia inquiring about her Mortgage Renewal. As per our conversation last year with Patty Wang, I forwarded the voice mail to her. Patty replied and said she didn't get an answer, however, if Tricia is back to forward her to Patty.'

June 2, 2016: Synergy Credit Union has internal discussions to reach an agreed upon approach regarding Ms. McDonald's mortgage renewal.

-----Original Message-----

From: Brent Bergen

Sent: Thursday, June 02, 2016 8:51 AM

To: Patty Wang <[REDACTED]>; Christine Tucker

<[REDACTED]>; Jason Bazinet <[REDACTED]>; Glenn Stang

<[REDACTED]>
Subject: RE: Tricia McDonald

Good Morning

Trish's choice to continuously use defamation remarks towards Synergy has led us to a decision of freeing her up from her Synergy Relationship. All of her business will be available to move to a FI that will meet her needs. Synergy will make it easy and with no additional cost / penalties. Her mortgage is up for renewal in July. If we continue to believe this is in everyone's best interest, I would offer we take the high road and be truthful. Perhaps something along the lines of:

Synergy has not met your needs Trish as evidenced by your continuous negative remarks towards Synergy Credit Union. We would like to make it as simple as possible for you to find a

TIMELINE OF EVENTS: TRISHA D. MCDONALD

new financial institution that will meet your expectations. Synergy will make it easy by waiving all of our costs for you to move your business from us including your mortgage that is coming due in July. Understanding for you to make these arrangements will take some time, we would encourage you to begin the process ensuring all arrangements are in place to meet the expiry of your mortgage on July ????? when the mortgage is due in full

We should expect some social media buzz when Trish learns of this.

-----Original Message-----

From: Glenn Stang

Sent: Thursday, June 02, 2016 8:54 AM

To: Brent Bergen <Brent.Bergen@synergycu.ca>; Patty Wang <Patty.Wang@synergycu.ca>; Christine Tucker <Christine.Tucker@synergycu.ca>; Jason Bazinet <Jason.Bazinet@synergycu.ca>

Subject: RE: Tricia McDonald

I continue to be very supportive of this action. She has been unresponsive to our request to meet as well

-----Original Message-----

From: Christine Tucker

Sent: Thursday, June 2, 2016 9:12 AM

To: Glenn Stang; Brent Bergen; Patty Wang; Jason Bazinet

Cc: Gord Thiel

Subject: RE: Tricia McDonald

Hello,

Thanks for sharing our approach. I have also talked with Kelsey who had talked with Sandra yesterday and they too are supportive. I have included Gord in so that he too is aware.

Thanks Patty for bringing this forward.

Chris

TIMELINE OF EVENTS: TRISHA D. MCDONALD

June 2, 2016: Patty Wang, Manager of Risk, makes the following note regarding Ms. McDonald.

CORE - SYNERGY CREDIT UNION (816)

Wizards Maintenance Quick Inquiries Collateral Agreements Print Calculators My Forms System Logout

TRISHA D. MCDONALD Member Since 05-21-2017 Share Account Number: 30009447014 Member Since 05-21-2017 Relationships

Relationship Profile - MCDONALD, T.

Notes

Note Class	Sub Class	Created By	Created Date/Time	Note Text	Inactive Date
Note	DEFAULT	PATRICIA S. WA...	06-07-2016 11:47:44 AM	June 7/16 - tried to call Trisha again today, still no answer	
Note	DEFAULT	PATRICIA S. WA...	06-02-2016 05:26:00 PM	June 2/16 - called Trisha 4 times over the last 2 days, if s...	
Note	DEFAULT	SANDRA C. WR...	08-31-2016 03:00:17 PM	Received a Voice Mail from Trisha inquiring about her Mort...	
Note	DEFAULT	PATRICIA S. WA...	08-12-2016 10:21:17 PM	Aug 12/16 - please do not offer a mortgage renewal. If an...	
Note	DEFAULT	SANDRA C. WR...	06-08-2016 10:48:07 AM	4: Renewal Date July 23, 2016. DO NOT ACK any redact...	

Auto Hide Create Edit Inactivate Delete

Edit Note

Note Class: Note Sub Class: DEFAULT Inactive Date: [dropdown]

Note Text:

June 2/16 - called Trisha 4 times over the last 2 days. If she calls in please put her through to me. Thanks Patty

Close Close Clear Review Process

PRODUCTION 22051 08-16-2016 None JASON V BAZINET 31358

TIMELINE OF EVENTS: TRISHA D. MCDONALD

June 7, 2016: Patty Wang, Manager of Risk, makes the following note regarding Ms. McDonald.

CORE - SYNERGY CREDIT UNION (816)

Wizards Maintenance Quick Inquiries Collateral Agreements Print Calculators My Forms System Logout

TRISHA D. MCDONALD Member ID: [REDACTED] Share Account Number: 200001447014 Member Since: 05-01-2007 Relationships

Relationship Profile - MCDONALD, T

Notes

Note Class	Sub Class	Created By	Created Date/Time	Note Text	Inactive Date
Note	DEFAULT	PATRICIA S. WA	07-20-2016 02:40:31 PM	have sent the mortgage renewal to Jeff Kerr	
Note	DEFAULT	PATRICIA S. WA	06-10-2016 09:23:14 AM	June 10/16 - tried to call Trisha today, no answer yet	
Note	DEFAULT	AMY M. MARTELL	08-29-2016 03:39:14 PM	Trisha called in today, at which time receiving a call back about	
Note	DEFAULT	PATRICIA S. WA	06-07-2016 11:47:44 AM	June 7/16 - tried to call Trisha again today, still no answer.	
Note	DEFAULT	PATRICIA S. WA	06-20-2016 06:28:00 PM	June 2016 - called Trisha 4 times over the last 2 days, it's	
Note	DEFAULT	SANDRA D. WIL	06-21-2016 03:20:17 PM	I received a voice Mail from Trisha inquiring about her Mort	

Auto Hide Create Edit Inactivate Delete

Edit Note

Note Class: Note Sub Class: DEFAULT Inactive Date: [REDACTED]

Note Text:

June 7/16 - tried to call Trisha again today, still no answer

Close Clear Review Process

PRODUCTION 72051 08-16-2016 None JASON V. BAZINET 11353

TIMELINE OF EVENTS: TRISHA D. MCDONALD

June 9, 2016: Amy Martell, Member Contact Centre Representative, makes the following note regarding Ms. McDonald.

CORE - SYNERGY CREDIT UNION (816)

Wizards Maintenance Quick Inquiries Collateral Agreements Print Calculators MyForms System Logout

TRISHA D. MCDONALD Member # 431 Share Account Number: 200091447014 Member Since: 05-01-2007 Relationships

Relationship Profile - MCDONALD, T

Notes

Note Class	Sub Class	Created By	Created Date/Time	Note Text	Inactive Date
Note	DEFAULT	PATRICIA S. WA	05-10-2016 08:23:14 AM	June 10/16 - tried to call Trish this morning no answer or	
Note	DEFAULT	AMY M. MARTELL	06-09-2016 03:29:14 PM	Trish called in today about not receiving a call back about ...	
Note	DEFAULT	PATRICIA S. WA	06-07-2016 11:47:44 AM	June 7/16 - tried to call Trisha again today still no answer	
Note	DEFAULT	PATRICIA S. WA	06-02-2016 08:28:00 PM	June 2/16 - called Trisha 4 times over the last 2 days if's	
Note	DEFAULT	SANDRA D. WR	05-27-2016 03:22:17 PM	received a Voice Mail from Trisha inquiring about her Mortg	
Note	DEFAULT	PATRICIA S. WA	05-12-2016 12:21:17 PM	Aug 12/15 - please do not offer a mortgage renewal if an	

Auto Hide Create Edit Inactivate Delete

Edit Note

Note Class: Note Sub Class: DEFAULT Inactive Date: [dropdown]

Note Text:

Trish called in today about not receiving a call back about her MTG renewal, she was very rude, she did mention that other Fis are offering much lower interest rates on their MTG products and she wants to be able to get in a low rate. I have sent Patry a message to contact Trish at her earliest.

Thanks
Amy

Close Close Clear Review Process

PRODUCTION 22051 08-16-2016 None JASON V. BAZINET 34358

TIMELINE OF EVENTS: TRISHA D. MCDONALD

June 10, 2016: Patty Wang, Manager of Risk, makes the following note regarding Ms. McDonald.

The screenshot shows the Synergy Credit Union CRM interface. At the top, it displays 'CORE - SYNERGY CREDIT UNION (816)'. Below this is a navigation menu with options like 'Wizards', 'Maintenance', 'Quick Inquiries', 'Collateral', 'Agreements', 'Print', 'Calculators', 'My Forms', 'System', and 'Logout'. The main header area shows the member's name 'TRISHA D. MCDONALD', Member ID '121', Share Account Number '30009447014', and Member Since '05-01-2007'. There are also 'Relationships' and 'Services' tabs.

The 'Notes' section is active, displaying a list of notes:

Note Class	Note	Created By	Created Date/Time	Note Text
DEFAULT		PATRICIA S. WA.	06-10-2016 09:23:14 AM	June 10/16 - tried to call Trish this morning so answer or
DEFAULT		AM. M. MARTELL	06-09-2016 01:09:14 PM	Trish called in today about not receiving a call back about
DEFAULT		PATRICIA S. WA.	06-07-2016 11:47:44 AM	June 7/16 - tried to call Trish again today, still no answer
DEFAULT		PATRICIA S. WA.	06-02-2016 05:08:00 PM	June 2, 16 - called Trisha 4 times over the past 2 days if s
DEFAULT		SANDRA D. W.R.	06-01-2016 03:00:17 PM	received a Voice Mail from Trisha inquiring about her mort
DEFAULT		PATRICIA S. WA.	02-13-2016 12:21:17 PM	Aug 10/15 - please do not offer a mortgage renewal for

Below the list is an 'Edit Note' form with fields for 'Note Class', 'Note', 'SLD Class', 'DEFAULT', and 'Inactive Date'. The 'Note Text' field contains the text: 'June 10, 16 - tried to call Trish this morning to answer his voicemail.' At the bottom of the form are buttons for 'Close', 'Clear', 'Review', and 'Process'.

June 14, 2016: Patty Wang, Manager of Risk, reaches Ms. McDonald and informs her of Synergy's decision not to renew her mortgage. The conversation did not go well but Patty confirms that she stuck to and delivered the agreed upon message: Synergy has not met your needs Trish as evidenced by your continuous negative remarks towards Synergy Credit Union. We would like to make it as simple as possible for you to find a new financial institution that will meet your expectations. Synergy will make it easy by waiving all of our costs for you to move your business from us including your mortgage that is coming due in July. Understanding for you to make these arrangements will take some time, we would encourage you to begin the process ensuring all arrangements are in place to meet the expiry of your mortgage on July ????? when the mortgage is due in full!

TIMELINE OF EVENTS: TRISHA D. MCDONALD

-----Original Message-----

From: Patty Wang
Sent: Tuesday, June 14, 2016 5:00 PM
To: Brent Bergen, Jason Bazinet, Christine Tucker, Glenn Stang
Cc: Chandra Matlock
Subject: Trisha McDonald - Not offering mortgage renewal

Hi:

Just spoke with Trisha . It did not go well. She wants us to give her our reasoning in writing as to why we are not offering her a renewal. She said that she is contacting her lawyer and coming after us.

We will be demanding next week.

If you have any questions, please let me know.

Patty

June 15, 2016: Patty Wang, Manager of Risk, receives the following email from Ms. McDonald.

-----Original Message-----

From: Trish McDonald [REDACTED]
Sent: Wednesday, June 15, 2016 4:52 PM
To: Patty Wang <[REDACTED]>
Subject: Mortgage Loan Number 80020[REDACTED] 4 Branch 165

As per your phone call Tuesday, June 14th, 2016 at approx 4:10pm, I would like to state my concern on the timing of the call. June 13th I attended a 10 year memorial in recognition of my twin sister's passing and while receiving your call I was spending time with my mother who has been diagnosed with a life altering disease. You asked if I had a moment, I stated I was in Saskatoon with my mother and said ok. I stated ok, expecting to discuss a mortgage renewal which I had originally requested May 31, but that was not the case. I felt the conversation was hostile and was intended to make me feel stressed due to the circumstances. I insist any and all future communication is dealt with thru my lawyer. I will forward your e-mail and contact information to my lawyer within the next day or two so that you may proceed with the mail out of information discussed.

Your understanding is very much appreciated.

Trish McDonald

TIMELINE OF EVENTS: TRISHA D. MCDONALD

June 21, 2016: Patty Wang, Manager of Risk, receives the following email Dustin Gillanders at Robertson Stromberg, legal council for Ms. McDonald.

-----Original Message-----

From: Dustin L. Gillanders ([REDACTED])
Sent: Tuesday, June 21, 2016 3:28 PM
To: Patty Wang ([REDACTED])
Cc: Rhonda Jardine-Woodcock ([REDACTED])
Subject: Tricia McDonald Mortgage Renewal

Ms. Wang,

Please be advised that we have been retained to act on behalf of Ms. Tricia McDonald with regards to the renewal of her mortgage. Please advise when a may be a good time for you to discuss the matter further. I have instructed Ms. McDonald to continue making her regularly scheduled mortgage payments until such time as this issue has been resolved.

Please let me know when you are available to discuss

Regards

Dustin Gillanders
Lawyer

June 22, 2016: Patty Wang, Manager of Risk, provides the following email update.

-----Original Message-----

From: Patty Wang
Sent: Wednesday, June 22, 2016 5:02 PM
To: Jason Bazinet; Brent Bergen; Glenn Stang
Subject: RE: Tricia McDonald Mortgage Renewal

Good Afternoon

I have spoken with Jeff Kerr and he stated that he has been in contact with Ms. McDonald's lawyer and they are requesting that Synergy extend lenience to Ms. McDonald and allow her to payout her mortgage once she can get financing in place (no timeline as she just started a new business). In exchange Ms. McDonald will no longer voice her opinion of Synergy and keep her mortgage current

When I spoke with Jeff, I stated that Synergy is not interested in this arrangement and we will be proceeding with the foreclosure if not paid out on July 23:16. Jeff did say that Synergy has every legal right to call the mortgage and the only concern would be that the judge could grant up to 8 months (max for SK) for the redemption period. (We are seeing an average of 6 month redemption period today)

Jeff said that he will communicate our position to Ms. McDonald's lawyer, he also stated that Ms. McDonald did not retain this lawyer as she would not have a case against Synergy. Jeff is going to update me once he speaks to Ms. McDonald's lawyer.

Have a great night
Patty

TIMELINE OF EVENTS: TRISHA D. MCDONALD

June 25, 2016: Ms. McDonald posts the following comment of Facebook.

 **106-1 The Gont** Like Page

A report prepared by the Community Services Department of the municipal government has proposed the purchase of the old Synergy Credit Union building and subse...

[See More](#)



Council to be presented with Community Hub project

Lloydminster city council will be presented with a choice on Monday which may impact the downtown for years to come. A report prepared by the Community Services Department of the municipal governme...

[Like](#) [Comment](#) [Share](#)

[Lynne Wilson](#) [Share to others](#)

View future comments:

 **Bobby Salmon** Great idea!

[Like](#) [Reply](#)

 **Warren Higgins** Does Servus own the Atrium Centre where the library is or the City or another group?

If so, what does the city pay to keep the library at Atrium? [See More](#)

[Like](#) [Reply](#) [1](#)

[1](#) [Reply](#)

 **Trish D McDonald** You want a story? Let's investigate synergy credit union calling my mortgage after 9 years. No missed payments actually, prepaid with them making over 90,000.00 on the interest. You want something to investigate before Monday's meeting. Just ask. I have everything. Oh wait or I guess my lawyer does. This is the second law suit (that I am aware of) with the new building there might be quite a few more that is only costing the members money. In no way or form should they benefit from there old building. Ask synergy how many law suits are pending towards them right now, oh and how about there grand opening Web based contest. Every member was subject to fraud for the entire time the contest was run, ask the questions!


[Like](#) [Reply](#) [1](#)

 **Elizabeth Denvir** What is their reasoning for your mortgage?

[Like](#) [Reply](#)

 **Trish D McDonald** A Facebook post that never even mentioned synergy credit union. It was posted to advise anyone with a mortgage not to just allow financial institutions to add a fee to there mortgage costing members huge funds in the end. People should be aware of the fees and should or at the least be given the right to pay the fee by cash. Not exactly sure what grounds they have to stand on, hence a lawyer.

[Like](#) [Reply](#) [1](#)

 **Trish D McDonald** I am pretty sure I am the first one in Canada having my mortgage called in over a Facebook post. I am looking forward to the next 30 days to see how this plays out.

[Like](#) [Reply](#) [1](#)

TIMELINE OF EVENTS: TRISHA D. MCDONALD

June 29, 2016: Gord Thiel, Branch Manager, Lloydminster Branch received a visit from another member of Synergy Credit Union wanting to know the process to lodge a formal complaint/concern about the actions of Synergy Credit Union.

-----Original Message-----

From: Gord Thiel

Sent: Wednesday, June 29, 2016 4:08 PM

To: Glenn Stang <[REDACTED]>; Brent Bergen <[REDACTED]>

Christine Tucker <[REDACTED]>

Subject: Ed Noble - Trish MacDonald

Hello I had a chat with Ed Noble, a long time member today. He wanted to know the process to lodge a formal complaint/concern about the actions of Synergy Credit Union. In discussions it became obvious he was talking about the decision to call the mortgage of Trish MacDonald who he says he has known for a long time.

I told him I wasn't in a position to be able to discuss another person's business but the Synergy does not foreclose or call loans for no reason. I did say we are often at a disadvantage because due to privacy laws and respect for the confidentiality of all members' information we weren't often in a position to tell our side of the story. He did know a lot about the situation saying that Synergy and Trish had retained lawyers and that she had gone to a human rights organization that stated it looked like Synergy was acting in a "retaliatory" manner.

In the end he does want to make a complaint. I told him his options were to talk to me, which he already had, or to send a letter to Executive Management or to send a letter to the Board. I believe he will send a letter to the Board. As a side note he has already talked to Neil Carruthers who sent him my direction.

He also wanted to know the name of the supervisor of our Manager of Risk. I gave him Jason's name so he may also reach out to Jason.

He was reasonable but seems quite upset by the situation. I'm sure someone will be hearing from him. I did my best to diffuse the situation without breaching privacy but that was difficult. I hope I handled this the correct way.

Interest Registrar Number: [REDACTED]

Date of Registration: Oct 31 / 07

Compared to ISC Image on: Dec 7 / 07

**PROVINCE OF SASKATCHEWAN
THE LAND TITLES ACT
MORTGAGE**

I, **TRICIA DARLENE MCDONALD** of [REDACTED] Lloydminster, Saskatchewan,
S9V 0T9

(hereinafter called "the Mortgagor")

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

[REDACTED] Condo Plan [REDACTED] Common property in
Condominium Parcel [REDACTED]
Reference Land Description: Condo Plan No [REDACTED] Extension 0

(hereinafter referred to as "the mortgaged premises," or "the said lands"),

in consideration of the sum of **One Hundred Ninety Four Thousand Four Hundred One Dollars Thirty Five Cents (\$194,401.35)** lent to the Mortgagor by Synergy Credit Union Ltd., whose postal address is P O Box 798, Lloydminster, in the Province of Saskatchewan, S9V 1C1, 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 **Six and Ninety Thousandths per centum (6.090%)** per annum, calculated half-yearly not in advance, as well after as before maturity, default or judgment until paid as follows:

- a) Interest at the aforesaid rate on the amounts from time to time advanced hereunder, computed from the date of each advance to and including the day preceding the **23rd day of October, 2007** shall become due and be paid on the date last mentioned (hereinafter referred to as the interest adjustment date). At the option of the Mortgagee any unadvanced portion of the said principal sum may be applied in payment of any interest so due and payable;
- b) Thereafter by **monthly** instalments of **One Thousand Seventy One Dollars Fifty Four Cents (\$1,071.54)** each, the first payment to be made on the **23rd day of November, 2007**, and a like amount every month thereafter up to and including the **23rd day of October, 2012**, and the entire balance then owing to become due paid on the **23rd day of October, 2012**.

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 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.

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 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 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 Sale

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.

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 land 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 therefor, 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

If a term, covenant or provision of this mortgage or the application thereof to any person or circumstances is held to be to any extent invalid or unenforceable, the parties agree that the remaining provisions, terms and covenants of this mortgage or the application thereof to any person or circumstances shall not be considered to be invalid, abrogated or affected and shall remain enforceable according to the terms thereof.

29. CORPORATIONS WAIVE PROVISIONS OF THE LIMITATIONS 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 OR CYCLICAL CREDIT AGREEMENT

Where this mortgage secures Revolving Line of Credit or Cyclical (Quick Loan) credit agreements, the Mortgagor acknowledges and agrees: (a) that 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; and (b) for the purposes of priority of advances as provided under The Land Titles Act, 2000 such credit agreements are and shall be considered revolving line of credit arrangements up to a specific principal sum.

34. DEEMED RE-INVESTMENT

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.

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 of 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 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. 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. 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.

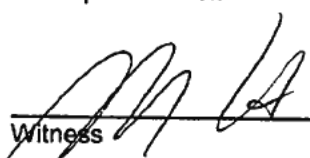
40. ADDITIONAL TERMS AND CONDITIONS

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

IN WITNESS WHEREOF the Mortgagor has hereunto signed, sealed and delivered this mortgage this 29 day of October, 2007, at Lloydminster, Alberta.

Signature of Mortgagor(s)

in the presence of:


_____)
Witness


_____)
TRICIA DARLENE MCDONALD 

HOMESTEAD AFFIDAVIT

I, **TRICIA DARLENE MCDONALD**, of Lloydminster, in the Province of Saskatchewan, **MAKE OATH AND SAY THAT:**

1. I am the mortgagor.
2. I have no spouse.

SWORN BEFORE me at the City of
Lloydminster in the Province of Alberta, this
29 day of October, 2007.



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TRICIA DARLENE MCDONALD

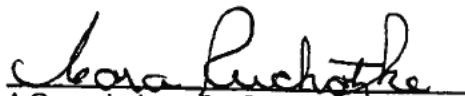
CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

AFFIDAVIT OF EXECUTION

I, **MICHAEL S. HALL**, of Lloydminster, in the Province of Alberta, Solicitor **MAKE OATH AND SAY:**

1. That I was personally present and did see TRICIA DARLENE MCDONALD named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the City of Lloydminster, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said party and the said party is in my belief of the full age of eighteen years or more.

SWORN BEFORE me at the City of
Lloydminster in the Province of Alberta, this
29 day of October, 2007.)


A Commissioner for Oaths without
the Province of Saskatchewan.
My Commission Expires April 30, 2012
Cora E. Ruchotzke


MICHAEL S. HALL

Prepayment Schedule

SIMPLICITY Mortgage

This Schedule forms part of Mortgage

between Tricia Darlene McDonald as Mortgagor(s),
and Synergy Credit Union Ltd. ("Credit Union") as Mortgagee, dated the 29 day of
October, 2007, (the "Mortgage").

When not in default of any of the terms, covenants, conditions or provisions of the mortgage, the Mortgagor(s) shall have the privilege of:

- a) Once in each twelve month period from the anniversary date, prepay on account of principal a sum not more than (20%) per cent of the original amount hereunder, without notice or bonus. This privilege is not cumulative from year to year and shall not apply in the event the Mortgagor wishes to prepay the Mortgage in full, renegotiate the interest rate, or where the Mortgagor wishes to prepay more than the percentage specified herein, in which case paragraph (b) shall apply;

The foregoing prepayment privilege shall not apply when:

- i) the mortgage is being paid out in full; OR
 - ii) within any anniversary year, any portion of a payment is in excess of 20% of the original principal amount
- b) Prepaying the whole or any part of the principal amount then outstanding or renegotiate the interest rate, without notice, on payment of an amount equal to the greater of:
1. Three months interest at the mortgage rate on the amount so paid; OR
 2. An amount equivalent to the loss of interest (otherwise known as the "Interest Differential"), if any, for the remainder of the term, calculated on the Mortgage balance then outstanding and computed as the amount of interest payable on the amount so paid calculated at the Mortgage rate for the remainder of the term less an amount of interest which would be payable for the same period, calculated according to the Mortgagee's rate then in effect for new mortgages of a similar type with term equal to the next shorter term than the remaining term of the existing Mortgage.

Notwithstanding any prepayment on account of principal, the regular installments due under the Mortgage shall continue to be payable on each regular payment date, if any monies remain unpaid after the prepayment.



SCHEDULE OF ADDITIONAL TERMS – CMHC MORTGAGES

This Schedule forms part of the Mortgage between Tricia Darlene McDonald as Mortgagor, and SYNERGY CREDIT UNION LTD. ("Credit Union") as Mortgagee, dated the 29 day of October, 2007, (the "Mortgage")

In addition to the terms and covenants set forth in the Mortgage, the Mortgagor hereby covenants and agrees with the Mortgagee as follows:

Construction

The Mortgagor 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.

Insurance

The Mortgagor (including his heirs, executors, administrators, successors or assigns) shall, during the continuance of the mortgage, at its sole cost and expense, take out and keep in full force and effect, insurance in an amount of not less than one hundred percent (100%) of the full replacement cost thereof, with coverage against, at least the perils of fire, and standard extended coverage, on each and every building on the mortgaged premises and which may hereafter be erected thereon, both during erection and thereafter. Each policy of insurance shall provide that loss, if any, shall be payable to the Mortgagee as its interest may appear and shall contain the standard mortgage clause approved by the Mortgagee. The Mortgagor agrees that certificates of insurance or, if required by the Mortgagee, certified copies of each such insurance policy, will be delivered to the Mortgagee as soon as practicable after the placing of the required insurance. All such policies shall contain an undertaking by the insurers to notify the Mortgagee in writing, not less than fifteen (15) days prior to any material change, cancellation, failure to renew, or termination thereof. If the Mortgagor fails to take out or to keep in force any such insurance, or should any such insurance not be approved by the Mortgagee, and should the Mortgagor not rectify the situation within fifteen days after written notice by the Mortgagee to the Mortgagor, the Mortgagee has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost and expense of the Mortgagor and all outlays by the Mortgagee, without prejudice to any other rights or remedies of the Mortgagee under this mortgage. If the Mortgagee is obligated to pay any premiums or sums of money for insurance for the premises or any part thereof, the amount of such payment shall be added to the debt secured by the mortgage and shall bear interest at the same rate applicable to principal as set out in the mortgage from the time of such payments and shall be payable at the time appointed for the next ensuing paying of interest on the said debt. On the happening of all loss or damage, the Mortgagor shall 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 the production of the mortgage shall be sufficient authority for the said insurance company to pay any such loss to the Mortgagee. Any insurance monies received may, at the option of the Mortgagee, be applied in rebuilding, reinstating or repairing the mortgaged premises or be paid to the Mortgagor or any other persons appearing by the registered title to be or to have been the owner of the mortgaged 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 of the mortgage debt or any part thereof whether due or not then due.

Insurance - Condominium (if applicable)

If the mortgaged premises are part of a Condominium Corporation, the insurance provisions set out under the heading "Insurance" above will not apply. Rather, the following will apply to the mortgage:

The Mortgagor (including his heirs, executors, administrators, successors, or assigns) or the Condominium Corporation both shall, and during the continuance of the mortgage, at its sole cost and expense, take out and keep in full force and effect, insurance in an amount of not less than one hundred percent (100%) of the replacement cost thereof, with coverage against, at least the perils of fire and standard extended coverage on each and every building on the mortgaged premises and which may hereafter be erected thereon, both during erection and thereafter. Each policy of insurance shall provide

that loss, if any, shall be payable to the Mortgagee as its interest may appear and shall contain the standard mortgage clause approved by the Mortgagee. The Mortgagor and Condominium Corporation will assign, transfer and deliver to the Mortgagee, certificates of insurance or, if required by the Mortgagee, certified copies of each such insurance policy, as soon as practicable after the placing of the required insurance. All such policies shall contain an undertaking by the insurers to notify the Mortgagee in writing not less than fifteen (15) days prior to any material change, cancellation, failure to renew, or termination thereof. If the Mortgagor fails to take out or to keep in force any such insurance, or should any such insurance not be approved by the Mortgagee, and should the Mortgagor not rectify the situation within fifteen days after written notice by the Mortgagee to the Mortgagor, the Mortgagee has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost and expense of the Mortgagor and all outlays by the Mortgagee, without prejudice to any other rights or remedies of the Mortgagee under this mortgage. If the Mortgagee is obligated to pay any premiums or sums of money for insurance for the premises or any part thereof the amount of such payment shall be added to the debt secured by the mortgage and shall bear interest at the same rate applicable to principal as set out in the mortgage from the time of such payments and shall be payable at the time appointed for the next ensuing paying of interest on the said debt. On the happening of any loss or damage, the Mortgagor or the Condominium Corporation or both shall comply fully with the terms of the policy, or policies, of insurance and without limiting the generality of the obligations of the Mortgagor to observe and perform all the duties and obligations imposed on him by the Condominium Act and the Declaration and By-laws of the Condominium Corporation as hereinafter provided, shall comply with the insurance provisions of the Declaration; and the Mortgagor as a member of the Condominium Corporation shall seek the full compliance by the Condominium Corporation of the aforementioned covenants.

Inspection

The Mortgagee or agent of the Mortgagee or agent of Canada Mortgage and Housing Corporation (hereinafter 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 mortgage 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.

Mortgage Pursuant to the NHA

This mortgage is made pursuant to the National Housing Act.

Definition of Interest Adjustment Date

The definition of the Interest Adjustment Date (IAD) as mentioned in Section 36(1) of the National Housing Loan Regulations will apply to all NHA insured loans.

Refer to II 0304-09 for CMHC policy on IAD.

SCHEDULE OF ADDITIONAL TERMS - CONDOMINIUM TERMS

This Schedule forms part of the Mortgage between Tricia Darlene McDonald and _____ as Mortgagor, and Synergy Credit Union Ltd. ("Credit Union"), as Mortgagee, dated the 29 day of October, 2007, (the "Mortgage"):

Where the Mortgaged Property is a condominium, the Mortgagor hereby covenants and agrees with the Mortgagee as follows:

1. To 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 bylaws of the Condominium Corporation of which the Mortgagor is a member by virtue of 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;
2. To pay promptly when due any and all unpaid assessments, installments or payments due to the Condominium Corporation by an owner of a Condominium Unit;
3. Where the Mortgagor defaults in the obligation to contribute to the administrative expenses assessed or levied by the Condominium Corporation, or any authorized agent on its behalf, or any assessment, installment or payment due to the Condominium Corporation or upon breach of any covenant or provisions hereinbefore in this clause contained, regardless of any other action or proceeding taken or to be taken by the Condominium Corporation, the Mortgagee, may at its option and without notice to the Mortgagor:
 1. pay such expenses or levies and add any such payments to the principal and such amounts shall bear interest at the then applicable rate of the mortgage; or
 2. deem such default to be default under the terms of this Mortgage and proceed to exercise its rights herein;
4. The Mortgagor further agrees as follows:
 - a. the Mortgagee has the right to collect the Mortgagor's contribution to the common expenses fund and reserve fund and shall promptly pay any amount collected to the Corporation on behalf of the Mortgagor;
 - b. the Mortgagor's default in the obligation to contribute to the common expenses fund and reserve fund constitutes default under the mortgage;
 - c. the Mortgagee has the right to pay:



- i. the amounts of the Mortgagor's contribution to the common expense fund and reserve fund that become due and are unpaid with respect to the mortgaged premise; and
 - ii. all interest owing and all reasonable legal costs and reasonable expenses that the Corporation incurs in connection with the collection or attempted collection of the amounts described in clause (i), including, if applicable:
 - (1) the costs of preparing and registering an interest pursuant to section 63 of *The Condominium Property Act, 1993*;
 - (2) the costs of preparing and registering a discharge of the interest registered pursuant to section 63 of *The Condominium Property Act, 1993*;
 - d. the Mortgagee may add the following amounts to the debt secured by the mortgage, and the amounts are subject to interest at the rate payable on the mortgage:
 - i. any amount paid by the Mortgagee pursuant to clause (c);
 - ii. any interest, reasonable costs, charges and expenses incurred with respect to any amount paid by the Mortgagee pursuant to clause (c); and
 - e. if the Mortgagor fails to fully reimburse the Mortgagee after a demand for payment has been made, the mortgage becomes immediately due and payable at the option of the Mortgagee.
5. 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 this provision;
6. To transmit to the Mortgagee evidence satisfactory to the Mortgagee that the unit and the balance of the building(s) on the property are insured by the Condominium Corporation as required under *The Condominium Property Act, 1993* to effect such additional insurance as may be required by the Mortgagee to cover damage to the unit, or improvements to the unit, and on the happening of any loss or damage to furnish and supply all necessary proofs and do all necessary acts to enable the Corporation or its Insurance Trustee to obtain payment of the insurance monies with respect to the building, or to enable the Mortgagee to obtain payment with respect to the unit, and to observe and perform all other provisions regarding insurance as contained in the mortgage; any insurance money received by the Corporation shall be applied in rebuilding, reinstating or repairing the building or buildings on the property of which the unit forms a part; provided that, if such building or buildings on the property of which the unit forms a part; provided that, if such building or buildings are not to be rebuilt, reinstated or repaired, the said monies shall be applied on the mortgage debt or any part thereof, whether due or not then due; any monies payable for damage to the unit shall be paid to the Mortgagee or applied to rebuild or repair the unit, at the option of the Mortgagee;

-
7. The voting rights of the Mortgagor as owner are exercisable by the Mortgagee on written notice to the Corporation as provided by *The Condominium Property Act, 1993* and any amendments thereto, and to the extent that it may be necessary, the Mortgagor hereby irrevocably assigns all voting rights to the Mortgagee, provided until the Mortgagee gives written notice of its Mortgage to the Corporation, the Mortgagor may exercise the voting rights. It is also understood that nothing herein contained, including the exercise of any voting rights by the Mortgagee, shall render the Mortgagee a Mortgagee in possession.

Notice of Mortgage Renewal and Disclosure Statement

<u>Synergy Credit Union Ltd</u> (the "Credit Union")	Mortgage Loan # <u>800201447614</u>
To Borrower/Mortgagor(s)	Maturity Date <u>July 23, 2015</u>
<u>TRICIA D MCDONALD (131)</u> Name	Name
Name	Name
Address: 	Guarantor(s)
	Co-covenantor(s)

This Notice of Mortgage Renewal and Disclosure Statement sets out the terms for the renewal of your mortgage loan and the associated cost of borrowing. Please keep a copy of this document for future reference.

The term of your mortgage loan expires on the Maturity Date and at that time your loan will be payable in full. However, the Credit Union is prepared to renew your loan for a further term on the terms and conditions contained in this Notice.

The renewal terms are included as a Schedule with this Notice. Where more than one option is offered, each option is identified on a separate Schedule for you to choose one. If you wish to renew your mortgage on these terms, please return one copy to the Credit Union by the Maturity Date with your choice of renewal option selected. All mortgagors and any co-covenantors or guarantors must sign where indicated.

1. **EFFECTIVE DATE OF RENEWAL:** July 23, 2015
2. **OUTSTANDING BALANCE AT RENEWAL:** \$ 181,015.57 (principal and interest)
The Outstanding Balance at Renewal assumes all scheduled payments are made up to and including the Maturity Date. If all payments are not made the Outstanding Balance at Renewal will change and the Credit Union may refuse to renew your mortgage loan.
3. **FEES AND CHARGES:**
You are responsible for paying all fees and charges payable in connection with the renewal. By law only certain fees and charges are included in the Total of Cost of Credit and APR.

Fees and Charges	Amount	Included in Total Cost of Credit and APR	Financed Amount
Credit Union Admin. / Renewal Fee			
Credit Union Skip A Payment Fee			
Credit Union Discharge Fee			
Credit Union Assignment Fee	\$ 250.00		
Other			
Total Fees		\$ -	\$ -

Credit Union fee amounts indicated are effective as of the date of disclosure and are subject to change at any time.

4. **TERM OF THE RENEWAL AND AMORTIZATION:**
The term is the period between the effective date of renewal and the date when full payment of the loan is due. Where the loan is on demand there is no fixed term for the loan.

The term for the renewal may be different depending upon the Option selected. The applicable term is specified in each Option.

Amortization is the time it would take to pay off your loan in full, based on the regular payments and the initial interest rate set out in this Statement

5. INTEREST RATE:

Each Option identifies an applicable annual interest rate. The interest rate is either fixed or floating. When the interest is fixed it stays constant for the term of the renewal chosen. When it is floating it varies according to changes in the Credit Union Prime Rate.

"Credit Union Prime Rate" means the floating annual rate of interest established from time to time by the Credit Union as the base rate it will use to determine rates of interest on its Canadian Dollar loans which are payable at Credit Union Prime Rate. A change in the Credit Union Prime Rate will change the interest on your loan in the same manner.

Interest continues to accrue daily on the outstanding balance of the loan.

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 this rate of interest.

6. PAYMENTS:

For Fixed Term renewals with scheduled payments the loan is being repaid by the fixed installments of principal and interest until the end of the term selected.

For Demand renewals the principal amount of the loan and any accrued interest is due at any time upon the demand of the Credit Union. Where the renewal is specified as Demand with suggested payments you will be required to make payments of principal and interest or interest only until Demand or the date specified in the credit agreement.

As between interest and principal, payments will be applied: first to interest and second to principal

You may be required to make payments into a tax account as part of your regular payments. If there is a change to the amount of the taxes your payment may change. Payments into the tax account are not included when calculating the Total Cost of Credit and APR. If you are on a balance method of tax payments the payments will be applied to reduce the outstanding balance of the loan as and when received. When taxes are due the Credit Union will make an advance under the mortgage to pay the applicable taxes and add the advance to the outstanding balance of the loan.

7. TOTAL OF ALL PAYMENTS:

The total of all payments is the total amount of all principal and interest payments for the term plus any payments for fees, charges or insurance which are included in the Total Cost of Credit. For Floating Rate loans the total of all payments is an estimate based on the initial interest rate.

8. TOTAL COST OF CREDIT:

Total Cost of Credit is the difference between advances made to you or on your behalf and the Total of All Payments made by you. It takes into account interest and any fees and charges that are to be included in the Total Cost of Credit for the Term less any cash back amount and Fees and Charges Paid By the Credit Union. Where your loan does not have scheduled principal payments, the Total Cost of Credit calculation assumes the principal is repaid by one single payment one year after the Effective Date. Where your loan is payable on demand with suggested payments until a date specified in the credit agreement, that date is considered the end of the term for the purpose of calculating the Total Cost of Credit.

9. APR:

The APR is the Total Cost of Credit expressed as an annual percentage.

10. PREPAYMENT CONDITIONS AND CHARGES:

Each Option indicates whether the term is Open or Closed.

If it is Open you are entitled to prepay your entire loan at any time during the term without additional charge or penalty. You may make a partial prepayment without penalty on any scheduled payment date or at least monthly.

If it is Closed then when your loan is not in default you may prepay all or part of your loan before the end of the term upon the terms and conditions set out in the schedule.

11. SKIP A PAYMENT (complete if applicable)

So long as you meet any qualifying and notice requirements as specified by the Credit Union you may be allowed to skip a regular payment on your loan. The unpaid amount resulting from the skipped payment will be handled as follows:

N/A

12. ELECTRONIC STATEMENTS (complete if applicable)

You request the Credit Union deliver, and You consent to receive, periodic statements relating to Your loans electronically, via internet banking only, in which case You understand and agree that statements will be accessible via internet banking only.

13. OTHER TERMS AND CONDITIONS FOR THE RENEWAL:

- (a) Any renewal fees are due upon the renewal of your mortgage.
- (b) All terms of the Mortgage continue to apply except those that are changed by this Notice. This Agreement is a mortgage extension agreement only and not a new Mortgage or a substitution or novation to the Mortgage.
- (c) The nominal rate method of interest calculation applies to your mortgage loan, meaning the Credit Union is not deemed to reinvest any interest that it receives from time to time to reduce the applicable interest rate under your Mortgage.
- (d) Where you choose a floating rate of interest the Credit Union may adjust your payments, including any automatic debits, on notice to you to reflect any changes in the Credit Union Prime Rate of Interest from time to time.
- (e) Should the Mortgage rate decline at the Maturity Date, you will be given the benefit of the lower rate so long as this Agreement is signed and returned to us by the Maturity Date. In that event, we will advise you of the change in payments because of the decline in the interest rate applicable. A revised Notice of Mortgage Renewal and Disclosure Statement will be sent to you with the new payment terms.

- (f) If this Agreement is not returned to our office by the Effective Date of Renewal or is returned with no option selected, your loan will become immediately due and payable in full. However, if you have previously agreed, the Credit Union may, at its option, extend the loan for an equivalent term to the term that most recently expired at the current rate of interest applicable to such term, and all other terms of the loan and mortgage will continue to apply except those that are changed by this Notice. In the event the Credit Union elects to extend the term as allowed in this provision, the renewal terms are those indicated in Option _____
- (g) If upon the expiry of the new Maturity Date of this or any future renewal you do not sign a further renewal agreement with the Credit Union, you agree the Credit Union may, at its option, extend the term of your loan a further term equivalent to the term that most recently expired at the current rate of interest applicable to such term. The Credit union will advise you of the rate, term and payment amount.
- (h) This Agreement should be read with the original Mortgage and is treated as part of the Mortgage. Where terms are changed by this Notice, the Mortgage is considered to be amended as per those terms. For the purposes of section 10 of the Interest Act the date of the Mortgage shall be deemed to be the Effective Date of Renewal.
- (i) Nothing in this Notice is intended to create any merger or discharge or release the Mortgage or alter or affect the rights of the Credit Union against any guarantor or co-covenantor or against anyone claiming an interest in the mortgaged land.
- (j) Any default and payment as agreed in the Option selected under this Agreement is deemed to be a default under the Mortgage. Upon such default, at the option of the Credit Union, the entire loan is immediately due and payable.
- (k) You agree the Credit Union may debit any of your accounts for the Mortgage payment and every payment is your ongoing acknowledgement of the Mortgage debt.
- (l) This Notice is binding on the Mortgagor, and any co-covenantor or guarantor, and each of their executors, administrators, successors in title and assigns and will continue for the benefit of the Credit Union and the Credit Union's successors and assigns.
- (m) This Notice is intended to be written in a plain language easy-read format. When words or expressions of a general nature are used, it is intended that they be comprehensive, unless the context clearly dictates otherwise.

14. YOUR SIGNATURE:

Your signature on this Notice means:

- (a) You agree to the terms and conditions for renewal;
- (b) You have received notice of the cost of borrowing.
- (c) You know the term and cost of borrowing for the Option selected
- (d) You know the term and cost of borrowing for the Option selected;
- (e) Where there is more than one Borrower on your mortgage loan, you consent and agree to the Credit Union delivering future statements, notices or other documents required to be delivered in relation to this mortgage loan to only one Borrower.

15. QUESTIONS:

If you have any questions about this Notice or any of the Options offered you may contact the Credit Union during ordinary business hours by calling 1-306-825-3301 or 1-866-825-3301. Any changes to this phone number will be set out in your monthly statement of account.

16. PRIVACY:

Credit Union and Privacy legislation 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.

TRICIA D MCDONALD (131)	Date		Date
	Date		Date

ACKNOWLEDGEMENT OF CO-COVENANTOR(S)

I have reviewed this Notice of Mortgage Renewal and Disclosure Statement and the Option selected and acknowledge my liability as Co-covenantor.

	Date		Date
--	------	--	------

ACKNOWLEDGEMENT OF GUARANTOR(S)

I have reviewed this Notice of Mortgage Renewal and Disclosure Statement and the Option selected and acknowledge my liability as Guarantor.

	Date		Date
--	------	--	------

Schedule of Renewal Options

SUMMARY OF RENEWAL INFORMATION:

Mortgage Loan Number: 800201447614
Branch Number: 165

Mortgage Type:

Closed. Prepayment conditions and charges attached as Schedule "A"

Interest Rate (all rates indicated are per annum):

Fixed Interest Rate: 2.690%

Term:

Fixed Term:

Term: 12 months Amortization: 364 months

New Maturity Date:

July 23, 2016

Payments:

25 bi-weekly payments of \$ 324.58
1 payment of \$ 177,723.84

Total of All Payments:

Principal and Interest \$ 185,838.34

Total of All Payments \$ 185,838.34

Total Cost of Credit:

Interest \$ 4,822.77

Total Cost of Credit \$ 4,822.77

APR (Annual Percentage Rate) 2.690%

Tax Payment:

Where taxes are collected on your behalf by the Credit Union, your tax payment will be resulting in a Total Payment (Principal, Interest and Taxes) of \$ 58.80 bi-weekly
\$ 383.38 bi-weekly

I / We choose this Option _____

(Initials)

Schedule "A"
Prepayment Schedule
SIMPLICITY Mortgage

When not in default of any of the terms, covenants, conditions or provisions of the mortgage, the Mortgagor(s) shall have the privilege of:

- a) Once in each twelve month period from the anniversary date, prepay on account of principal a sum not more than (20%) per cent of the original amount hereunder, without notice or bonus. This privilege is not cumulative from year to year and shall not apply in the event the Mortgagor wishes to prepay the Mortgage in full, renegotiate the interest rate, or where the Mortgagor wishes to prepay more than the percentage specified herein, in which case paragraph (b) shall apply;

The foregoing prepayment privilege shall not apply when:

- i) the mortgage is being paid out in full; OR
 - ii) within any anniversary year, any portion of a payment is in excess of 20% of the original principal amount
- b) Prepaying the whole or any part of the principal amount then outstanding or renegotiate the interest rate, without notice, on payment of an amount equal to the greater of:
1. Three months interest at the mortgage rate on the amount so paid; OR
 2. An amount equivalent to the loss of interest (otherwise known as the "Interest Differential"), if any, for the remainder of the term, calculated on the Mortgage balance then outstanding and computed as the amount of interest payable on the amount so paid calculated at the Mortgage rate for the remainder of the term less an amount of interest which would be payable for the same period, calculated according to the Mortgagee's rate then in effect for new mortgages of a similar type with term equal to the next shorter term than the remaining term of the existing Mortgage.

Notwithstanding any prepayment on account of principal, the regular installments due under the Mortgage shall continue to be payable on each regular payment date, if any monies remain unpaid after the prepayment.



May 25, 2015

TRICIA D. MCDONALD

RE: Important Notice – the term of your mortgage will be up for renewal soon

Thank you for choosing Synergy Credit Union for your mortgage. Your business is important to us. As such, we want to be proactive in letting you know your mortgage is up for renewal soon. As a valued member-owner at Synergy, we wanted to contact you ahead of time to allow you some time to consider your options and determine what's best for you.

After the term of your mortgage expires, here are some of your options:

1. You can repay your mortgage in full;
OR
2. You can renew or extend the repayment terms of your mortgage. If you choose to renew your mortgage, your information is based on your current term (which is indicated in the attached documentation for your reference). As a valued member-owner of Synergy, your renewal will be completed on your behalf, free of charge.

You can complete one of the above options in a couple simple and convenient steps:

- A. **If you would like to repay your mortgage in full**, please contact us to make arrangements (and congrats on being debt-free!);
- B. **If you would like to renew the term of your mortgage as per the attached document, you do not need to take any further actions.** Your mortgage will automatically renew to the conditions listed in the attached document. Please retain the attached current documentation for your records and reference. With the renewal option, your next payment will start on the first payment date after your current term expires;
- C. **If you are unsure of your options, your circumstances have changed or if you need advice on what's best for your situation, one of our experts would be pleased to assist you.** We have a wide variety of competitive mortgage options to meet your needs if you want to discuss.

For more information, we invite you to call us toll-free at 1.866.825.3301, chat with us live on our website, or visit your nearest local Synergy branch. We're here to help.

Your local financial experts,

Synergy Credit Union

Together, we will.

1.866.825.3301

www.synergycu.ca

Kim Stieb

From: Kim Stieb
Sent: Wednesday, July 15, 2015 12:48 PM
To: Sandra Wright
Cc: Cori Eaton; Kim Stieb
Subject: RE: Re: Mortgage Renewal

Hi, Sandra!

The changes have been made and sent down in the dumb waiter to your attention.

Thanks!

Kim

From: Sandra Wright
Sent: Wednesday, July 15, 2015 12:37 PM
To: SK164 Loan Support
Cc: Sandra Wright
Subject: Re: Mortgage Renewal

Tricia McDonald – Member # [REDACTED] - Mortgage # 800 [REDACTED] - Renewal Date July 23, 2015

Could someone please prepare Mortgage Renewal Documents for the above Mortgage for a 1 year term @ 2.69% (rate verbally approved by Christine Tucker); matching Affinity Credit Union's posted rate (Trish also deals with them).

Please send the documents downstairs and I will pick up Friday morning, thanks.

Sandra Wright - Account Manager
Lloydminster Branch
4907 - 50th Street
Lloydminster, SK
S9V 1C1
Ph: [REDACTED] Fax: 306.825.7779

www.SynergyCU.ca

Synergy Credit Union

..... *Together, we will.*

Please consider the environment before printing this e-mail and/or attachments..

This e-mail and any attachments may contain confidential and privileged information. If you are not the intended recipient, please notify the sender immediately by return e-mail, delete this e-mail and destroy any copies. Any dissemination or use of this information by a person other than the intended recipient is unauthorized and may be illegal.

Kim Stieb - Loan Support Assistant
Administrative Centre
4907 50th Street
Lloydminster, SK
S9V1C1
P [REDACTED]

C-131

Notice of Mortgage Renewal and Disclosure Statement

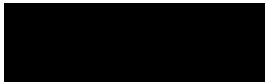
Synergy Credit Union Ltd. Mortgage Loan # 800201447614
(the "Credit Union")

To: Borrower/Mortgagor(s): Maturity Date: July 23, 2013

Tricia Darlene McDonald Name

Name Name

Address:



Guarantor(s):

Co-covenantor(s):

This Notice of Mortgage Renewal and Disclosure Statement sets out the terms for the renewal of your mortgage loan and the associated cost of borrowing. Please keep a copy of this document for future reference.

The term of your mortgage loan expires on the Maturity Date and at that time your loan will be payable in full. However, the Credit Union is prepared to renew your loan for a further term on the terms and conditions contained in this Notice.

The renewal terms are included as a Schedule with this Notice. Where more than one option is offered, each option is identified on a separate Schedule for you to choose one. If you wish to renew your mortgage on these terms, please return one copy to the Credit Union by the Maturity Date with your choice of renewal option selected. All mortgagors and any co-covenantors or guarantors must sign where indicated.

1. EFFECTIVE DATE OF RENEWAL: July 23, 2013

2. OUTSTANDING BALANCE AT RENEWAL: \$ 185,578.21 (principal and interest).
The Outstanding Balance at Renewal assumes all scheduled payments are made up to and including the Maturity Date. If all payments are not made the Outstanding Balance at Renewal will change and the Credit Union may refuse to renew your mortgage loan.

3. FEES AND CHARGES:
You are responsible for paying all fees and charges payable in connection with the renewal. By law only certain fees and charges are included in the Total of Cost of Credit and APR.

Fees and Charges	Amount	Included in Total Cost of Credit and APR	Financed Amount
Credit Union Admin. / Renewal Fee			
Credit Union Skip A Payment Fee			
Credit Union Discharge Fee			
Credit Union Assignment Fee	\$ 250.00		
Other			
Total Fees		\$ -	\$ -

Credit Union fee amounts indicated are effective as of the date of disclosure and are subject to change at any time.

4. TERM OF THE RENEWAL AND AMORTIZATION:
The term is the period between the effective date of renewal and the date when full payment of the loan is due. Where the loan is on demand there is no fixed term for the loan.

The term for the renewal may be different depending upon the Option selected. The applicable term is specified in each Option.

Amortization is the time it would take to pay off your loan in full, based on the regular payments and the initial interest rate set out in this Statement.

RETURN TO CREDIT UNION

5. **INTEREST RATE:**

Each Option identifies an applicable annual interest rate. The interest rate is either fixed or floating. When the interest is fixed it stays constant for the term of the renewal chosen. When it is floating it varies according to changes in the Credit Union Prime Rate.

"Credit Union Prime Rate" means the floating annual rate of interest established from time to time by the Credit Union as the base rate it will use to determine rates of interest on its Canadian Dollar loans which are payable at Credit Union Prime Rate. A change in the Credit Union Prime Rate will change the interest on your loan in the same manner.

Interest continues to accrue daily on the outstanding balance of the loan.

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 this rate of interest.

6. **PAYMENTS:**

For Fixed Term renewals with scheduled payments the loan is being repaid by the fixed installments of principal and interest until the end of the term selected.

For Demand renewals the principal amount of the loan and any accrued interest is due at any time upon the demand of the Credit Union. Where the renewal is specified as Demand with suggested payments you will be required to make payments of principal and interest or interest only until Demand or the date specified in the credit agreement.

As between interest and principal, payments will be applied: first to interest and second to principal

You may be required to make payments into a tax account as part of your regular payments. If there is a change to the amount of the taxes your payment may change. Payments into the tax account are not included when calculating the Total Cost of Credit and APR. If you are on a balance method of tax payments the payments will be applied to reduce the outstanding balance of the loan as and when received. When taxes are due the Credit Union will make an advance under the mortgage to pay the applicable taxes and add the advance to the outstanding balance of the loan.

7. **TOTAL OF ALL PAYMENTS:**

The total of all payments is the total amount of all principal and interest payments for the term plus any payments for fees, charges or insurance which are included in the Total Cost of Credit. For Floating Rate loans the total of all payments is an estimate based on the initial interest rate.

8. **TOTAL COST OF CREDIT:**

Total Cost of Credit is the difference between advances made to you or on your behalf and the Total of All Payments made by you. It takes into account interest and any fees and charges that are to be included in the Total Cost of Credit for the Term less any cash back amount and Fees and Charges Paid By the Credit Union. Where your loan does not have scheduled principal payments, the Total Cost of Credit calculation assumes the principal is repaid by one single payment one year after the Effective Date. Where your loan is payable on demand with suggested payments until a date specified in the credit agreement, that date is considered the end of the term for the purpose of calculating the Total Cost of Credit.

9. **APR:**

The APR is the Total Cost of Credit expressed as an annual percentage.

10. **PREPAYMENT CONDITIONS AND CHARGES:**

Each Option indicates whether the term is Open or Closed.

If it is Open you are entitled to prepay your entire loan at any time during the term without additional charge or penalty. You may make a partial prepayment without penalty on any scheduled payment date or at least monthly.

If it is Closed then when your loan is not in default you may prepay all or part of your loan before the end of the term upon the terms and conditions set out in the schedule.

11. **SKIP A PAYMENT (complete if applicable)**

So long as you meet any qualifying and notice requirements as specified by the Credit Union you may be allowed to skip a regular payment on your loan. The unpaid amount resulting from the skipped payment will be handled as follows:

N/A

12. **ELECTRONIC STATEMENTS (complete if applicable)**

You request the Credit Union deliver, and You consent to receive, periodic statements relating to Your loans electronically, via internet banking only, in which case You understand and agree that statements will be accessible via internet banking only.

13. **OTHER TERMS AND CONDITIONS FOR THE RENEWAL:**

- (a) Any renewal fees are due upon the renewal of your mortgage.
- (b) All terms of the Mortgage continue to apply except those that are changed by this Notice. This Agreement is a mortgage extension agreement only and not a new Mortgage or a substitution or novation to the Mortgage.
- (c) The nominal rate method of interest calculation applies to your mortgage loan, meaning the Credit Union is not deemed to reinvest any interest that it receives from time to time to reduce the applicable interest rate under your Mortgage.
- (d) Where you choose a floating rate of interest the Credit Union may adjust your payments, including any automatic debits, on notice to you to reflect any changes in the Credit Union Prime Rate of Interest from time to time.
- (e) Should the Mortgage rate decline at the Maturity Date, you will be given the benefit of the lower rate so long as this Agreement is signed and returned to us by the Maturity Date. In that event, we will advise you of the change in payments because of the decline in the interest rate applicable. A revised Notice of Mortgage Renewal and Disclosure Statement will be sent to you with the new payment terms.

- (f) If this Agreement is not returned to our office by the Effective Date of Renewal or is returned with no option selected, your loan will become immediately due and payable in full. However, if you have previously agreed, the Credit Union may, at its option, extend the loan for an equivalent term to the term that most recently expired at the current rate of interest applicable to such term, and all other terms of the loan and mortgage will continue to apply except those that are changed by this Notice. In the event the Credit Union elects to extend the term as allowed in this provision, the renewal terms are those indicated in Option _____
- (g) If upon the expiry of the new Maturity Date of this or any future renewal you do not sign a further renewal agreement with the Credit Union, you agree the Credit Union may, at its option, extend the term of your loan a further term equivalent to the term that most recently expired at the current rate of interest applicable to such term. The Credit union will advise you of the rate, term and payment amount.
- (h) This Agreement should be read with the original Mortgage and is treated as part of the Mortgage. Where terms are changed by this Notice, the Mortgage is considered to be amended as per those terms. For the purposes of section 10 of the Interest Act the date of the Mortgage shall be deemed to be the Effective Date of Renewal.
- (i) Nothing in this Notice is intended to create any merger or discharge or release the Mortgage or alter or affect the rights of the Credit Union against any guarantor or co-covenantor or against anyone claiming an interest in the mortgaged land.
- (j) Any default and payment as agreed in the Option selected under this Agreement is deemed to be a default under the Mortgage. Upon such default, at the option of the Credit Union, the entire loan is immediately due and payable.
- (k) You agree the Credit Union may debit any of your accounts for the Mortgage payment and every payment is your ongoing acknowledgement of the Mortgage debt.
- (l) This Notice is binding on the Mortgagor, and any co-covenantor or guarantor, and each of their executors, administrators, successors in title and assigns and will continue for the benefit of the Credit Union and the Credit Union's successors and assigns.
- (m) This Notice is intended to be written in a plain language easy-read format. When words or expressions of a general nature are used, it is intended that they be comprehensive, unless the context clearly dictates otherwise.

14. YOUR SIGNATURE:

Your signature on this Notice means:


- (a) You agree to the terms and conditions for renewal;
- (b) You have received notice of the cost of borrowing;
- (c) You know the term and cost of borrowing for the Option selected.
- (d) You know the term and cost of borrowing for the Option selected;
- (e) Where there is more than one Borrower on your mortgage loan, you consent and agree to the Credit Union delivering future statements, notices or other documents required to be delivered in relation to this mortgage loan to only one Borrower.

15. QUESTIONS:

If you have any questions about this Notice or any of the Options offered you may contact the Credit Union during ordinary business hours by calling 1-306-825-3301 or 1-866-825-3301. Any changes to this phone number will be set out in your monthly statement of account.

16. PRIVACY:

Credit Union and Privacy legislation 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.

 _____
 Darlene McDonald _____ Date
 _____ Date _____ Date

ACKNOWLEDGEMENT OF CO-COVENANTOR(S)

I have reviewed this Notice of Mortgage Renewal and Disclosure Statement and the Option selected and acknowledge my liability as Co-covenantor.

_____ Date _____ Date

ACKNOWLEDGEMENT OF GUARANTOR(S)

I have reviewed this Notice of Mortgage Renewal and Disclosure Statement and the Option selected and acknowledge my liability as Guarantor.

_____ Date _____ Date

Schedule of Renewal Options

SUMMARY OF RENEWAL INFORMATION:

Mortgage Loan Number: 800201447614
Branch Number: 1

Mortgage Type:
Closed. Prepayment conditions and charges attached as Schedule "A"

Interest Rate (all rates indicated are per annum):
Fixed Interest Rate: 3.090%

Term:
Fixed Term: Term: 12 months Amortization: 408 months

New Maturity Date: July 23, 2014


Payments:
25 bi-weekly payments of \$ 339.28
1 payment of \$ 182,784.28

Total of All Payments:
Principal and Interest: \$ 191,266.28
Total of All Payments: \$ 191,266.28

Total Cost of Credit:
Interest: \$ 5,688.07
Total Cost of Credit: \$ 5,688.07
APR (Annual Percentage Rate): 3.090%

Tax Payment:
Where taxes are collected on your behalf by the Credit Union, your tax payment will be resulting in a Total Payment (Principal, Interest and Taxes) of \$ 49.93 bi-weekly
\$ 389.21 bi-weekly

I / We choose this Option



(Initials)

Prepayment Schedule

SIMPLICITY Mortgage

When not in default of any of the terms, covenants, conditions or provisions of the mortgage, the Mortgagor (s) shall have the privilege of:

- a) Once in each twelve month period from the anniversary date, prepay on account of principal a sum not more than (20%) per cent of the original amount hereunder, without notice or bonus. This privilege is not cumulative from year to year and shall not apply in the event the Mortgagor wishes to prepay the Mortgage in full, renegotiate the interest rate, or where the Mortgagor wishes to prepay more than the percentage specified herein, in which case paragraph (c) shall apply;

The foregoing prepayment privilege shall not apply when:

- i) the mortgage is being paid out in full; OR
- ii) within any anniversary year, any portion of a payment is in excess of 20% of the original principal amount

- b) Prepaying the whole or any part of the principal amount then outstanding or renegotiate the interest rate, without notice, on payment of an amount equal to the greater of:

- 1. Three months interest at the mortgage rate on the amount so paid; OR
- 2. An amount equivalent to the loss of interest (otherwise known as the "Interest Differential"), if any, for the remainder of the term, calculated on the Mortgage balance then outstanding and computed as the amount of interest payable on the amount so paid calculated at the Mortgage rate for the remainder of the term less an amount of interest which would be payable for the same period, calculated according to the Mortgagee's rate then in effect for new mortgages of a similar type with term equal to the next shorter term than the remaining term of the existing Mortgage.

Notwithstanding any prepayment on account of principal, the regular installments due under the Mortgage shall continue to be payable on each regular payment date, if any monies remain unpaid after the prepayment.



Notice of Mortgage Renewal and Disclosure Statement

Synergy Credit Union Ltd.
(the "Credit Union")

Mortgage Loan #: 800201447614

To: Borrower(s):

Maturity Date: July 23, 2014

TRICIA D MCDONALD (131)
Name

Name

Name

Name

Address:

Co-Covenantor(s):



Guarantor(s):

This Notice of Mortgage Renewal and Disclosure Statement sets out the terms for the renewal of your mortgage loan and the associated cost of borrowing. Please keep a copy of this document for future reference.

The term of your mortgage loan expires on the Maturity Date and at that time your loan will be payable in full. However, the Credit Union is prepared to renew your loan for a further term on the terms and conditions contained in this Notice. The Credit Union may elect not to renew your mortgage loan if at the Maturity Date you are in default of any of the terms of the Mortgage.

The renewal terms are included as a Schedule with this Notice. Where more than one option is offered, each option is identified on a separate Schedule for you to choose one. If you wish to renew your mortgage on these terms, please return one copy to the Credit Union by the Maturity Date with your choice of renewal option selected. **All Borrowers and any Co-Covenantors or Guarantors must sign where indicated.**

1. **EFFECTIVE DATE OF RENEWAL:** July 23, 2014

2. **OUTSTANDING BALANCE AT RENEWAL:** \$ 182,637.15 (principal and interest). The Outstanding Balance at Renewal assumes all scheduled payments are made up to and including the Maturity Date. If all payments are not made the Outstanding Balance at Renewal will change and the Credit Union may refuse to renew your mortgage loan. In the event your mortgage is currently repayable at a floating rate of interest and the floating rate changes before the Maturity Date, the Outstanding Balance at Renewal may change.

3. **FEES AND CHARGES:** You are responsible for paying all fees and charges payable in connection with the renewal. By law only certain fees and charges are included in the Total of Cost of Credit and APR.

Fees and Charges	Amount	Included in Total Cost of Credit and APR	Financed Amount
Credit Union Admin./Renewal Fee	\$	\$	\$
Credit Union Skip A Payment Fee	\$		
Credit Union Discharge Fee	\$		
Credit Union Assignment Fee	\$ 250.00		
Other			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

Total Fees	\$	\$
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Credit Union fee amounts indicated are effective as of the date of disclosure and are subject to change at any time.

4. TERM OF THE RENEWAL AND AMORTIZATION:

The term is the period between the effective date of renewal and the date when full payment of the loan is due. Where the loan is payable on demand there is no fixed term for the loan.

The term for the renewal may be different depending upon the Option selected. The applicable term is specified in each Option.

Amortization is the time it would take to pay off your loan in full, based on the regular payments and the initial interest rate set out in this Statement.

5. INTEREST RATE:

Each Option identifies an applicable annual interest rate. The interest rate is either fixed or floating. When the interest is fixed it stays constant for the term of the renewal chosen. When it is floating it varies according to changes in the Credit Union Prime Rate.

"Credit Union Prime Rate" means the floating annual rate of interest established from time to time by the Credit Union as the base rate it will use to determine rates of interest on its Canadian Dollar loans which are payable at Credit Union Prime Rate. A change in the Credit Union Prime Rate will change the interest on your loan in the same manner.

Interest continues to accrue daily on the outstanding balance of the loan.

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 this rate of interest.

6. PAYMENTS:

For Fixed Term renewals with scheduled payments the loan is being repaid by the fixed installments of principal and interest until the end of the term selected.

For Demand renewals the principal amount of the loan and any accrued interest is due at any time upon the demand of the Credit Union. Where the renewal is specified as Demand with suggested payments you will be required to make payments of principal and interest or interest only until Demand or the date specified in the credit agreement.

As between interest and principal, payments will be applied first to interest and second to principal.

You may be required to make payments into a tax account as part of your regular payments. If there is a change to the amount of the taxes your payment may change. Payments into the tax account are not included when calculating the **Total Cost of Credit** and **APR**. If you are on a balance method of tax payments the payments will be applied to reduce the outstanding balance of the loan as and when received. When taxes are due the Credit Union will make an advance under the mortgage to pay the applicable taxes and add the advance to the outstanding balance of the loan.

7. TOTAL OF ALL PAYMENTS:

The total of all payments is the total amount of all principal and interest payments for the term plus any payments for fees, charges or insurance which are included in the **Total Cost of Credit**. For Floating Rate loans the total of all payments is an estimate based on the initial interest rate.

8. TOTAL COST OF CREDIT:

Total Cost of Credit is the difference between advances made to you or on your behalf and the Total of All Payments made by you. It takes into account interest and any fees and charges that are to be included in the **Total Cost of Credit** for the Term less any cash back amount and Fees and Charges Paid By the Credit Union. Where your loan does not have scheduled principal payments, the **Total Cost of Credit** calculation assumes the principal is repaid by one single payment one year after the Effective Date. Where your loan is payable on demand with suggested payments until a date specified in the credit agreement, that date is considered the end of the term for the purpose of calculating the **Total Cost of Credit**.

9. APR:

The **APR** is the **Total Cost of Credit** expressed as an annual percentage.

10. PREPAYMENT CONDITIONS AND CHARGES:

Each Option indicates whether the term is Open or Closed.

If it is Open you are entitled to prepay your entire loan at any time during the term without additional charge or penalty. You may make a partial prepayment without penalty on any scheduled payment date or at least monthly.

If it is Closed then when your loan is not in default you may prepay all or part of your loan before the end of the term upon the terms and conditions set out in the schedule.

11. ELECTRONIC STATEMENTS (complete if applicable)

- You request the Credit Union deliver, and you consent to receive, periodic statements relating to your loans electronically, via internet banking only. By consenting to receive statements via internet banking only, you acknowledge that you will no longer receive paper statements relating to your loans and accounts. Electronic statements will be available online for a limited time from the statement date. Should you require a permanent record you should print or save a copy of any statements you require.

12. OTHER TERMS AND CONDITIONS FOR THE RENEWAL:

- (a) Any renewal fees are due upon the renewal of your mortgage.
- (b) All terms of the Mortgage continue to apply except those that are changed by this Notice. This Agreement is a mortgage extension agreement only and not a new Mortgage or a substitution or novation to the Mortgage.
- (c) The nominal rate method of interest calculation applies to your mortgage loan, meaning the Credit Union is not deemed to reinvest any interest that it receives from time to time to reduce the applicable interest rate under your Mortgage.
- (d) Where you choose a floating rate of interest the Credit Union may adjust your payments, including any automatic debits, on notice to you to reflect any changes in the Credit Union Prime Rate of Interest from time to time.
- (e) Should the Mortgage rate decline at the Maturity Date, you will be given the benefit of the lower rate so long as this Agreement is signed and returned to us by the Maturity Date. In that event, we will advise you of the change in payments because of the decline in the interest rate applicable. A revised Notice of Mortgage Renewal and Disclosure Statement will be sent to you with the new payment terms.
- (f) If this Agreement is not returned to our office by the Effective Date of Renewal or is returned with no option selected, your loan will become immediately due and payable in full. However, if you have previously agreed, the Credit Union may, at its option, extend the loan for an equivalent term to the term that most recently expired at the current rate of interest applicable to such term, and all other terms of the loan and mortgage will continue to apply except those that are changed by this Notice. In the event the Credit Union elects to extend the term as allowed in this provision, the renewal terms are those indicated in the Schedule of Renewal.
- (g) This Agreement should be read with the original Mortgage and is treated as part of the Mortgage. Where terms are changed by this Notice, the Mortgage is considered to be amended as per those terms. For the purposes of section 10 of the Interest Act the date of the Mortgage shall be deemed to be the Effective Date of Renewal.
- (h) Nothing in this Notice is intended to create any merger or discharge or release the Mortgage or alter or affect the rights of the Credit Union against any guarantor or co-covenantor or against anyone claiming an interest in the mortgaged land.
- (i) Any default in payment as agreed in the Option selected under this Agreement is deemed to be a default under the Mortgage. Upon such default, at the option of the Credit Union, the entire loan is immediately due and payable.
- (j) You agree the Credit Union may debit any of your accounts for the Mortgage payment and every payment is your ongoing acknowledgement of the Mortgage debt.
- (k) This Notice is binding on the Borrower, and any Co-Covenantor or Guarantor, and each of their executors, administrators, successors in title and assigns and will continue for the benefit of the Credit Union and the Credit Union's successors and assigns.
- (l) This Notice is intended to be written in a plain language easy-read format. When words or expressions of a general nature are used, it is intended that they be comprehensive, unless the context clearly dictates otherwise.

13. YOUR SIGNATURE:

Your signature on this Notice means:

- (a) You agree to the terms and conditions for renewal;
- (b) You will pay the loan according to the terms of the Option selected;
- (c) You have received notice of the cost of borrowing;
- (d) You know the term and cost of borrowing for the Option selected;
- (e) Where there is more than one Borrower on your mortgage loan, you consent and agree to the Credit Union delivering future statements, notices or other documents required to be delivered in relation to this mortgage loan to only one Borrower.
- (f) If you are a Co-covenantor you also agree to be responsible for and repay the loan in accordance with the terms of this Notice and that your liability is joint and several with the Borrower.

14. 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.

15. QUESTIONS:

If you have any questions about this Notice or any of the Options offered you may contact the Credit Union during ordinary business hours by calling 1-866-825-3301

16. PRIVACY:

Credit Union and Privacy legislation 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.

_____	_____	_____	_____
TRICIA D MCDONALD	Date		Date
_____	_____	_____	_____
	Date		Date

SIGNATURE OF CO-COVENANTOR(S)

_____	_____	_____	_____
	Date		Date

ACKNOWLEDGEMENT OF GUARANTOR(S)

I have reviewed this Notice of Mortgage Renewal and Disclosure Statement and the Option selected and acknowledge my liability as Guarantor.

_____	_____	_____	_____
	Date		Date

Schedule of Renewal

SUMMARY OF RENEWAL INFORMATION:

Mortgage Type: 832 Res CMHC Simplicity - C, F

- Open
 Closed. Prepayment conditions and charges attached as Prepayment Schedule _____.

Interest Rate (all rates indicated are per annum):

Fixed Interest Rate: 3.04000 %

OR

Floating: Credit Union Prime Rate plus/minus _____ %

Current Credit Union Prime Rate: _____ % Initial Interest Rate: _____ %

If interest is based upon the Credit Union Prime Rate, and if payments of principal and interest do not change when Prime Rate changes, then when the interest rate equals or exceeds _____ % per annum, such payments, based upon the original principal amount of the loan, will not cover accrued interest.

Term:

- On Demand (No suggested payments)
 On Demand (With suggested payments)
 Fixed Term: Term: 12 (months/years) Amortization: 396 (months/years)
 (if different than Term)

New Maturity Date: July 23, 2015

Payments:

Interest Only Frequency: _____ First Payment Date: July 25, 2014

Principal and Interest

Made up of: 25 BIWK Payment(s) of \$ 337.31
1 Payment(s) of \$ 179,709.10

Other: _____

Total of All Payments:

Principal and Interest:	\$ <u>188,141.85</u>
Fees and Charges:	\$ _____
Total of All Payments:	\$ <u>188,141.85</u>

Total Cost of Credit:

Interest:	\$ <u>5,504.70</u>
Fees and Charges:	\$ _____
Less: Cash Back Amount	\$ _____
Less: Fees and Charges Paid by the Credit Union	\$ _____
Total Cost of Credit:	\$ <u>5,504.70</u>

APR (Annual Percentage Rate): 3.04000 %

Tax Payment

Where taxes are collected on your behalf by the Credit Union, your tax payment will be \$ 58.80,
BIWK resulting in a Total Payment (Principal, Interest and Taxes) of \$ 396.11.
 (frequency) (frequency)

I/We choose this Option _____
 (Initials of Borrower(s)/Co-covenantor(s))

SIMPLICITY Mortgage

When not in default of any of the terms, covenants, conditions or provisions of the mortgage, the Mortgagor (s) shall have the privilege of:

- a) Once in each twelve month period from the anniversary date, prepay on account of principal a sum not more than (20%) per cent of the original amount hereunder, without notice or bonus. This privilege is not cumulative from year to year and shall not apply in the event the Mortgagor wishes to prepay the Mortgage in full, renegotiate the interest rate, or where the Mortgagor wishes to prepay more than the percentage specified herein, in which case paragraph (b) shall apply;

The foregoing prepayment privilege shall not apply when:

- i) the mortgage is being paid out in full; OR
 - ii) within any anniversary year, any portion of a payment is in excess of 20% of the original principal amount
- b) Prepaying the whole or any part of the principal amount then outstanding or renegotiate the interest rate, without notice, on payment of an amount equal to the greater of:
1. Three months interest at the mortgage rate on the amount so paid; OR
 2. An amount equivalent to the loss of interest (otherwise known as the "Interest Differential"), if any, for the remainder of the term, calculated on the Mortgage balance then outstanding and computed as the amount of interest payable on the amount so paid calculated at the Mortgage rate for the remainder of the term less an amount of interest which would be payable for the same period, calculated according to the Mortgagee's rate then in effect for new mortgages of a similar type with term equal to the next shorter term than the remaining term of the existing Mortgage.

Notwithstanding any prepayment on account of principal, the regular installments due under the Mortgage shall continue to be payable on each regular payment date, if any monies remain unpaid after the prepayment.

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800201447614- Tricia McDonald

July 23/14

Priorities Med
Due Date None
Assignee Kim Stieb
Categories Mortgage Renewals
Time Spent 0m
Last Activity a few seconds ago

Assigned to Kim Stieb

[Description]
Hi there,

Trish is within 30 days and would like to renew at 1yr @ 3.04 as per approval from Gord (rate exception) Please prepare documents and I will send out

Users

Assignee
Kim Stieb
Creator
Maranda Sheahan
maranda.sheahan@synergycu.ca
306 820-1324

CC'd Users
+ Add

Ticket History

Created
2 days ago
Last Activity (Admin)
a few seconds ago
Last Activity (Creator)
2 days ago

Related Items

+ Add

Additional Details

You can track additional information on a ticket with custom attributes

C-131
800201447614

Notice of Mortgage Renewal and Disclosure Statement

Synergy Credit Union Ltd Mortgage Loan # 800201447614
(the "Credit Union")

To Borrower/Mortgagor(s) Maturity Date July 23 2012

Tncia Darlene McDonald Name _____
Name _____
Address _____
Name _____
Name _____
Guarantor(s) _____
Co-covenantor(s) _____

This Notice of Mortgage Renewal and Disclosure Statement sets out the terms for the renewal of your mortgage loan and the associated cost of borrowing. Please keep a copy of this document for future reference.

The term of your mortgage loan expires on the Maturity Date and at that time your loan will be payable in full. However, the Credit Union is prepared to renew your loan for a further term on the terms and conditions contained in this Notice.

The renewal terms are included as a Schedule with this Notice. Where more than one option is offered, each option is identified on a separate Schedule for you to choose one. If you wish to renew your mortgage on these terms, please return one copy to the Credit Union by the Maturity Date with your choice of renewal option selected. All mortgagors and any co-covenantors or guarantors must sign where indicated.

- EFFECTIVE DATE OF RENEWAL:** July 23, 2012
- OUTSTANDING BALANCE AT RENEWAL:** \$ 188,552.44 (principal and interest)
The Outstanding Balance at Renewal assumes all scheduled payments are made up to and including the Maturity Date. If all payments are not made the Outstanding Balance at Renewal will change and the Credit Union may refuse to renew your mortgage loan.
- FEES AND CHARGES:**
You are responsible for paying all fees and charges payable in connection with the renewal. By law only certain fees and charges are included in the Total of Cost of Credit and APR.

Fees and Charges	Amount	Included in Total Cost of Credit and APR	Financed Amount
Credit Union Admin / Renewal Fee			
Credit Union Skip A Payment Fee			
Credit Union Discharge Fee			
Credit Union Assignment Fee	\$ 250.00		
Other			
Total Fees		\$ -	\$ -

Credit Union fee amounts indicated are effective as of the date of disclosure and are subject to change at any time.

- TERM OF THE RENEWAL AND AMORTIZATION:**
The term is the period between the effective date of renewal and the date when full payment of the loan is due. Where the loan is on demand there is no fixed term for the loan.
The term for the renewal may be different depending upon the Option selected. The applicable term is specified in each Option.
Amortization is the time it would take to pay off your loan in full, based on the regular payments and the initial interest rate set out in this Statement.

Early Renewal

- 5. INTEREST RATE:**
 Each Option identifies an applicable annual interest rate. The interest rate is either fixed or floating. When the interest is fixed it stays constant for the term of the renewal chosen. When it is floating it varies according to changes in the Credit Union Prime Rate.
- "Credit Union Prime Rate" means the floating annual rate of interest established from time to time by the Credit Union as the base rate it will use to determine rates of interest on its Canadian Dollar loans which are payable at Credit Union Prime Rate. A change in the Credit Union Prime Rate will change the interest on your loan in the same manner.
- Interest continues to accrue daily on the outstanding balance of the loan.
- 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 this rate of interest.
- 6. PAYMENTS:**
 For Fixed Term renewals with scheduled payments the loan is being repaid by the fixed installments of principal and interest until the end of the term selected.
- For Demand renewals the principal amount of the loan and any accrued interest is due at any time upon the demand of the Credit Union. Where the renewal is specified as Demand with suggested payments you will be required to make payments of principal and interest or interest only until Demand or the date specified in the credit agreement.
- As between interest and principal, payments will be applied first to interest and second to principal.
- You may be required to make payments into a tax account as part of your regular payments. If there is a change to the amount of the taxes your payment may change. Payments into the tax account are not included when calculating the Total Cost of Credit and APR. If you are on a balance method of tax payments the payments will be applied to reduce the outstanding balance of the loan as and when received. When taxes are due the Credit Union will make an advance under the mortgage to pay the applicable taxes and add the advance to the outstanding balance of the loan.
- 7. TOTAL OF ALL PAYMENTS:**
 The total of all payments is the total amount of all principal and interest payments for the term plus any payments for fees, charges or insurance which are included in the Total Cost of Credit. For Floating Rate loans the total of all payments is an estimate based on the initial interest rate.
- 8. TOTAL COST OF CREDIT:**
 Total Cost of Credit is the difference between advances made to you or on your behalf and the Total of All Payments made by you. It takes into account interest and any fees and charges that are to be included in the Total Cost of Credit for the Term less any cash back amount and Fees and Charges Paid By the Credit Union. Where your loan does not have scheduled principal payments, the Total Cost of Credit calculation assumes the principal is repaid by one single payment one year after the Effective Date. Where your loan is payable on demand with suggested payments until a date specified in the credit agreement, that date is considered the end of the term for the purpose of calculating the Total Cost of Credit.
- 9. APR:**
 The APR is the Total Cost of Credit expressed as an annual percentage.
- 10. PREPAYMENT CONDITIONS AND CHARGES:**
 Each Option indicates whether the term is Open or Closed.
- If it is Open you are entitled to prepay your entire loan at any time during the term without additional charge or penalty. You may make a partial prepayment without penalty on any scheduled payment date or at least monthly.
- If it is Closed then when your loan is not in default you may prepay all or part of your loan before the end of the term upon the terms and conditions set out in the schedule.
- 11. SKIP A PAYMENT (complete if applicable)**
 So long as you meet any qualifying and notice requirements as specified by the Credit Union you may be allowed to skip a regular payment on your loan. The unpaid amount resulting from the skipped payment will be handled as follows:
- N/A
- 12. ELECTRONIC STATEMENTS (complete if applicable)**
 You request the Credit Union deliver, and You consent to receive, periodic statements relating to Your loans electronically via internet banking only, in which case You understand and agree that statements will be accessible via internet banking only.
- 13. OTHER TERMS AND CONDITIONS FOR THE RENEWAL:**
- (a) Any renewal fees are due upon the renewal of your mortgage.
 - (b) All terms of the Mortgage continue to apply except those that are changed by this Notice. This Agreement is a mortgage extension agreement only and not a new Mortgage or a substitution or novation to the Mortgage.
 - (c) The nominal rate method of interest calculation applies to your mortgage loan, meaning the Credit Union is not deemed to reinvest any interest that it receives from time to time to reduce the applicable interest rate under your Mortgage.
 - (d) Where you choose a floating rate of interest the Credit Union may adjust your payments, including any automatic debits, on notice to you to reflect any changes in the Credit Union Prime Rate of interest from time to time.
 - (e) Should the Mortgage rate decline at the Maturity Date, you will be given the benefit of the lower rate so long as this Agreement is signed and returned to us by the Maturity Date. In that event, we will advise you of the change in payments because of the decline in the interest rate applicable. A revised Notice of Mortgage Renewal and Disclosure Statement will be sent to you with the new payment terms.

- (f) If this Agreement is not returned to our office by the Effective Date of Renewal or is returned with no option selected, your loan will become immediately due and payable in full. However, if you have previously agreed, the Credit Union may, at its option, extend the loan for an equivalent term to the term that most recently expired at the current rate of interest applicable to such term, and all other terms of the loan and mortgage will continue to apply except those that are changed by this Notice. In the event the Credit Union elects to extend the term as allowed in this provision, the renewal terms are those indicated in Option _____.
- (g) If upon the expiry of the new Maturity Date of this or any future renewal you do not sign a further renewal agreement with the Credit Union, you agree the Credit Union may, at its option, extend the term of your loan a further term equivalent to the term that most recently expired at the current rate of interest applicable to such term. The Credit Union will advise you of the rate, term and payment amount.
- (h) This Agreement should be read with the original Mortgage and is treated as part of the Mortgage. Where terms are changed by this Notice, the Mortgage is considered to be amended as per those terms. For the purposes of section 10 of the Interest Act the date of the Mortgage shall be deemed to be the Effective Date of Renewal.
- (i) Nothing in this Notice is intended to create any merger or discharge or release the Mortgage or alter or affect the rights of the Credit Union against any guarantor or co-covenantor or against anyone claiming an interest in the mortgaged land.
- (j) Any default and payment as agreed in the Option selected under this Agreement is deemed to be a default under the Mortgage. Upon such default, at the option of the Credit Union, the entire loan is immediately due and payable.
- (k) You agree the Credit Union may debit any of your accounts for the Mortgage payment and every payment is your ongoing acknowledgement of the Mortgage debt.
- (l) This Notice is binding on the Mortgagor, and any co-covenantor or guarantor, and each of their executors, administrators, successors in title and assigns and will continue for the benefit of the Credit Union and the Credit Union's successors and assigns.
- (m) This Notice is intended to be written in a plain language easy-read format. When words or expressions of a general nature are used, it is intended that they be comprehensive, unless the context clearly dictates otherwise.

14. YOUR SIGNATURE:

Your signature on this Notice means


- (a) You agree to the terms and conditions for renewal,
- (b) You have received notice of the cost of borrowing,
- (c) You know the term and cost of borrowing for the Option selected
- (d) You know the term and cost of borrowing for the Option selected,
- (e) Where there is more than one Borrower on your mortgage loan, you consent and agree to the Credit Union delivering future statements, notices or other documents required to be delivered in relation to this mortgage loan to only one Borrower.

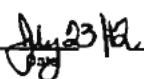
15. QUESTIONS:

If you have any questions about this Notice or any of the Options offered you may contact the Credit Union during ordinary business hours by calling 1-306-825-3301 or 1-866-825-3301. Any changes to this phone number will be set out in your monthly statement of account.

16. PRIVACY:

Credit Union and Privacy legislation 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.





 Date

Date

ACKNOWLEDGEMENT OF CO-COVENANTOR(S)

I have reviewed this Notice of Mortgage Renewal and Disclosure Statement and the Option selected and acknowledge my liability as Co-covenantor

Date

ACKNOWLEDGEMENT OF GUARANTOR(S)

I have reviewed this Notice of Mortgage Renewal and Disclosure Statement and the Option selected and acknowledge my liability as Guarantor

Date

Schedule of Renewal Options

SUMMARY OF RENEWAL INFORMATION:

Mortgage Loan Number 800201447614
Branch Number 1

Mortgage Type:

Closed Prepayment conditions and charges attached as Schedule "A"

Interest Rate (all rates indicated are per annum):

Fixed Interest Rate 3.100%

Term:

Fixed Term

Term 12 months Amortization 420 months

New Maturity Date:

July 23, 2013

Payments:

11 monthly payments of \$ 736.60
1 payment of \$ 186,355.20

Total of All Payments:

Principal and Interest \$ 184,457.80

Total of All Payments \$ 194,457.80

Total Cost of Credit:

Interest \$ 5,805.36

Total Cost of Credit \$ 5,805.36

APR (Annual Percentage Rate) 3.100%

Tax Payment:

Where taxes are collected on your behalf by the Credit Union, your tax payment will be resulting in a Total Payment (Principal, Interest and Taxes) of

\$ 87.14 monthly
\$ 823.74 monthly

I / We choose this Option _____

(Initials)

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Schedule of Renewal Options

SUMMARY OF RENEWAL INFORMATION:

Mortgage Loan Number 800201447614
 Branch Number 1

Mortgage Type:
 Closed Prepayment conditions and charges attached as Schedule "A"

Interest Rate (all rates indicated are per annum):
 Fixed Interest Rate 3.100%

Term:
 Fixed Term Term 12 months Amortization 420 months

New Maturity Date: July 23, 2013

Payments:
 25 bi-weekly payments of \$ 339.84
 1 payment of \$ 185,959.71

Total of All Payments:
 Principal and Interest \$ 194,455.71
 Total of All Payments \$ 194,455.71

Total Cost of Credit:
 Interest \$ 5,803.27
 Total Cost of Credit \$ 5,803.27
 APR (Annual Percentage Rate) 3.100%

Tax Payment:
 Where taxes are collected on your behalf by the Credit Union, your tax payment will be \$ 40.22 bi-weekly
 resulting in a Total Payment (Principal, Interest and Taxes) of \$ 380.08 bi-weekly

I / We choose this Option

_____ (Initials)

Page 4

**Current
 Payment Frequency**

Schedule "A"
Prepayment Schedule
SIMPLICITY Mortgage

When not in default of any of the terms, covenants, conditions or provisions of the mortgage, the Mortgagor(s) shall have the privilege of:

- a) Once in each twelve month period from the anniversary date, prepay on account of principal a sum not more than (20%) per cent of the original amount hereunder, without notice or bonus. This privilege is not cumulative from year to year and shall not apply in the event the Mortgagor wishes to prepay the Mortgage in full, renegotiate the interest rate, or where the Mortgagor wishes to prepay more than the percentage specified herein, in which case paragraph (b) shall apply;

The foregoing prepayment privilege shall not apply when:

- i) the mortgage is being paid out in full; OR
- ii) within any anniversary year, any portion of a payment is in excess of 20% of the original principal amount

- b) Prepaying the whole or any part of the principal amount then outstanding or renegotiate the interest rate, without notice, on payment of an amount equal to the greater of:

- 1. Three months interest at the mortgage rate on the amount so paid; OR
- 2. An amount equivalent to the loss of interest (otherwise known as the "Interest Differential"), if any, for the remainder of the term, calculated on the Mortgage balance then outstanding and computed as the amount of interest payable on the amount so paid calculated at the Mortgage rate for the remainder of the term less an amount of interest which would be payable for the same period, calculated according to the Mortgagee's rate then in effect for new mortgages of a similar type with term equal to the next shorter term than the remaining term of the existing Mortgage.

Notwithstanding any prepayment on account of principal, the regular installments due under the Mortgage shall continue to be payable on each regular payment date, if any monies remain unpaid after the prepayment.



Notice of Mortgage Renewal and Disclosure Statement

Synergy Credit Union Ltd (the "Credit Union") Mortgage Loan # 800201447614

To: Borrower/Mortgagor(s) Maturity Date July 23, 2016

TRICIA D MCDONALD (131) Name _____
Name _____

Name _____ Name _____

Address _____

Guarantor(s): _____

Co-covenantor(s) _____

This Notice of Mortgage Renewal and Disclosure Statement sets out the terms for the renewal of your mortgage loan and the associated cost of borrowing. Please keep a copy of this document for future reference.

The term of your mortgage loan expires on the Maturity Date and at that time your loan will be payable in full. However, the Credit Union is prepared to renew your loan for a further term on the terms and conditions contained in this Notice

The renewal terms are included as a Schedule with this Notice. Where more than one option is offered, each option is identified on a separate Schedule for you to choose one. If you wish to renew your mortgage on these terms, please return one copy to the Credit Union by the Maturity Date with your choice of renewal option selected. All mortgagors and any co-covenantors or guarantors must sign where indicated.

1. **EFFECTIVE DATE OF RENEWAL:** July 23, 2016
2. **OUTSTANDING BALANCE AT RENEWAL:** \$ 174,051.25 (principal and interest)
The Outstanding Balance at Renewal assumes all scheduled payments are made up to and including the Maturity Date. If all payments are not made the Outstanding Balance at Renewal will change and the Credit Union may refuse to renew your mortgage loan
3. **FEES AND CHARGES:**
You are responsible for paying all fees and charges payable in connection with the renewal. By law only certain fees and charges are included in the Total of Cost of Credit and APR

Fees and Charges	Amount	Included in Total Cost of Credit and APR	Financed Amount
Credit Union Admin. / Renewal Fee			
Credit Union Skip A Payment Fee			
Credit Union Discharge Fee			
Credit Union Assignment Fee	\$ 250.00		
Other			
Total Fees		\$ -	\$ -

Credit Union fee amounts indicated are effective as of the date of disclosure and are subject to change at any time

4. **TERM OF THE RENEWAL AND AMORTIZATION:**
The term is the period between the effective date of renewal and the date when full payment of the loan is due. Where the loan is on demand there is no fixed term for the loan.

The term for the renewal may be different depending upon the Option selected. The applicable term is specified in each Option.

Amortization is the time it would take to pay off your loan in full, based on the regular payments and the initial interest rate set out in this Statement

5. **INTEREST RATE:**

Each Option identifies an applicable annual interest rate. The interest rate is either fixed or floating. When the interest is fixed it stays constant for the term of the renewal chosen. When it is floating it varies according to changes in the Credit Union Prime Rate.

"Credit Union Prime Rate" means the floating annual rate of interest established from time to time by the Credit Union as the base rate it will use to determine rates of interest on its Canadian Dollar loans which are payable at Credit Union Prime Rate. A change in the Credit Union Prime Rate will change the interest on your loan in the same manner.

Interest continues to accrue daily on the outstanding balance of the loan.

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 this rate of interest.

6. **PAYMENTS:**

For Fixed Term renewals with scheduled payments the loan is being repaid by the fixed installments of principal and interest until the end of the term selected.

For Demand renewals the principal amount of the loan and any accrued interest is due at any time upon the demand of the Credit Union. Where the renewal is specified as Demand with suggested payments you will be required to make payments of principal and interest or interest only until Demand or the date specified in the credit agreement.

As between interest and principal, payments will be applied first to interest and second to principal.

You may be required to make payments into a tax account as part of your regular payments. If there is a change to the amount of the taxes your payment may change. Payments into the tax account are not included when calculating the Total Cost of Credit and APR. If you are on a balance method of tax payments the payments will be applied to reduce the outstanding balance of the loan as and when received. When taxes are due the Credit Union will make an advance under the mortgage to pay the applicable taxes and add the advance to the outstanding balance of the loan.

7. **TOTAL OF ALL PAYMENTS:**

The total of all payments is the total amount of all principal and interest payments for the term plus any payments for fees, charges or insurance which are included in the Total Cost of Credit. For Floating Rate loans the total of all payments is an estimate based on the initial interest rate.

8. **TOTAL COST OF CREDIT:**

Total Cost of Credit is the difference between advances made to you or on your behalf and the Total of All Payments made by you. It takes into account interest and any fees and charges that are to be included in the Total Cost of Credit for the Term less any cash back amount and Fees and Charges Paid By the Credit Union. Where your loan does not have scheduled principal payments, the Total Cost of Credit calculation assumes the principal is repaid by one single payment one year after the Effective Date. Where your loan is payable on demand with suggested payments until a date specified in the credit agreement, that date is considered the end of the term for the purpose of calculating the Total Cost of Credit.

9. **APR:**

The APR is the Total Cost of Credit expressed as an annual percentage.

10. **PREPAYMENT CONDITIONS AND CHARGES:**

Each Option indicates whether the term is Open or Closed.

If it is Open you are entitled to prepay your entire loan at any time during the term without additional charge or penalty. You may make a partial prepayment without penalty on any scheduled payment date or at least monthly.

If it is Closed then when your loan is not in default you may prepay all or part of your loan before the end of the term upon the terms and conditions set out in the schedule.

11. **SKIP A PAYMENT (complete if applicable)**

So long as you meet any qualifying and notice requirements as specified by the Credit Union you may be allowed to skip a regular payment on your loan. The unpaid amount resulting from the skipped payment will be handled as follows:

N/A

12. **ELECTRONIC STATEMENTS (complete if applicable)**

You request the Credit Union deliver and You consent to receive, periodic statements relating to Your loans electronically, via internet banking only, in which case You understand and agree that statements will be accessible via internet banking only.

13. **OTHER TERMS AND CONDITIONS FOR THE RENEWAL:**

(a) Any renewal fees are due upon the renewal of your mortgage.

(b) All terms of the Mortgage continue to apply except those that are changed by this Notice. This Agreement is a mortgage extension agreement only and not a new Mortgage or a substitution or novation to the Mortgage.

(c) The nominal rate method of interest calculation applies to your mortgage loan, meaning the Credit Union is not deemed to reinvest any interest that it receives from time to time to reduce the applicable interest rate under your Mortgage.

(d) Where you choose a floating rate of interest the Credit Union may adjust your payments, including any automatic debits, on notice to you to reflect any changes in the Credit Union Prime Rate of interest from time to time.

(e) Should the Mortgage rate decline at the Maturity Date, you will be given the benefit of the lower rate so long as this Agreement is signed and returned to us by the Maturity Date. In that event, we will advise you of the change in payments because of the decline in the interest rate applicable. A revised Notice of Mortgage Renewal and Disclosure Statement will be sent to you with the new payment terms.

- (f) If this Agreement is not returned to our office by the Effective Date of Renewal or is returned with no option selected, your loan will become immediately due and payable in full. However, if you have previously agreed, the Credit Union may, at its option, extend the loan for an equivalent term to the term that most recently expired at the current rate of interest applicable to such term and all other terms of the loan and mortgage will continue to apply except those that are changed by this Notice. In the event the Credit Union elects to extend the term as allowed in this provision, the renewal terms are those indicated in Option _____
- (g) If upon the expiry of the new Maturity Date of this or any future renewal you do not sign a further renewal agreement with the Credit Union you agree the Credit Union may, at its option, extend the term of your loan a further term equivalent to the term that most recently expired at the current rate of interest applicable to such term. The Credit union will advise you of the rate, term and payment amount
- (h) This Agreement should be read with the original Mortgage and is treated as part of the Mortgage. Where terms are changed by this Notice, the Mortgage is considered to be amended as per those terms. For the purposes of section 10 of the Interest Act the date of the Mortgage shall be deemed to be the Effective Date of Renewal
- (i) Nothing in this Notice is intended to create any merger or discharge or release the Mortgage or alter or affect the rights of the Credit Union against any guarantor or co-covenantor or against anyone claiming an interest in the mortgaged land.
- (j) Any default and payment as agreed in the Option selected under this Agreement is deemed to be a default under the Mortgage. Upon such default, at the option of the Credit Union, the entire loan is immediately due and payable
- (k) You agree the Credit Union may debit any of your accounts for the Mortgage payment and every payment is your ongoing acknowledgement of the Mortgage debt
- (l) This Notice is binding on the Mortgagor, and any co-covenantor or guarantor, and each of their executors, administrators, successors in title and assigns and will continue for the benefit of the Credit Union and the Credit Union's successors and assigns
- (m) This Notice is intended to be written in a plain language easy-read format. When words or expressions of a general nature are used, it is intended that they be comprehensive, unless the context clearly dictates otherwise.

14. YOUR SIGNATURE:

Your signature on this Notice means

- (a) You agree to the terms and conditions for renewal,
- (b) You have received notice of the cost of borrowing;
- (c) You know the term and cost of borrowing for the Option selected
- (d) You know the term and cost of borrowing for the Option selected,
- (e) Where there is more than one Borrower on your mortgage loan, you consent and agree to the Credit Union delivering future statements, notices or other documents required to be delivered in relation to this mortgage loan to only one Borrower

15. QUESTIONS:

If you have any questions about this Notice or any of the Options offered you may contact the Credit Union during ordinary business hours by calling 1-306-825-3301 or 1-866-825-3301. Any changes to this phone number will be set out in your monthly statement of account.

16. PRIVACY:

Credit Union and Privacy legislation 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.

_____ TRICIA D McDONALD (131) _____ Date _____ Date

_____ Date _____ Date

ACKNOWLEDGEMENT OF CO-COVENANTOR(S)

I have reviewed this Notice of Mortgage Renewal and Disclosure Statement and the Option selected and acknowledge my liability as Co-covenantor

_____ Date _____ Date

ACKNOWLEDGEMENT OF GUARANTOR(S)

I have reviewed this Notice of Mortgage Renewal and Disclosure Statement and the Option selected and acknowledge my liability as Guarantor

_____ Date _____ Date

Schedule of Renewal Options

SUMMARY OF RENEWAL INFORMATION:

Mortgage Loan Number: 800201447614
Branch Number: 165

Mortgage Type:
Open

Interest Rate (all rates indicated are per annum):
Fixed Interest Rate: 6.300%

Term:
Fixed Term

Term: 12 months Amortization: 372 months

New Maturity Date July 23, 2017

Payments:

25 bi-weekly payments of \$ 491.64
1 payment of \$ 172,669.35

Total of All Payments:

Principal and Interest: \$ 184,960.35
Total of All Payments: \$ 184,960.35

Total Cost of Credit:

Interest: \$ 10,909.10
Total Cost of Credit: \$ 10,909.10
APR (Annual Percentage Rate): 6.300%

I / We choose this Option

(Initials)

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SCHEDULE "A"

Prepayment Schedule – Open Mortgage

The Mortgagor(s) shall have the privilege of at any time paying any sum in addition to the sums payable hereunder, on account or in full of the mortgage and interest, without notice of bonus, and in that event, interest on such amount so paid shall be computed only to such date of payment.

Notwithstanding any partial prepayments, the mortgagor(s) shall continue to make all prescribed payments in accordance with the terms of this mortgage or of any collateral promissory note or any extensions or renewals thereof, without deduction, until all monies hereby secured have been fully repaid.

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

Politeski Strilchuk Milen
L A W Y E R S

Todd R. Kirkpatrick
Harvy J. Seufeld
Jeffrey D. Kerr
Meaghan C. Lalwase
Kulashree Gowender

Our File No.: 21756-49 JKPC

August 3, 2016

Robertson Stromberg LLP
Suite 600, 105, 21st 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

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

Politeski Strilchuk Milen
L A W Y E R S

Lodd B. Kirkpatrick
Harvey J. Neufeld
Jeffrey D. Kerr
Meaghan C. LaRose
Kubashnee Govender*

Our File No.: 21756-49 JKPC

August 15, 2016

Robertson Stromberg LLP
Suite 600, 105, 21st Street East
Saskatoon, SK S7K 0B3

Attention: Dustin Gillanders

Dear Sir:

Re: Synergy Credit Union Ltd. and Tricia McDonald

In follow-up to your response correspondence to us, I have had the opportunity to discuss with my client and Synergy is prepared to offer as an alternative to the previous mortgage renewal set out in our correspondence, a one year open variable of prime plus two percent. This would carry an effective rate of 4.7%.

My client indicates it is prepared to offer these two alternatives to Ms. McDonald. Please note that having given this matter careful consideration, Synergy is not prepared to offer a rate lower than the posted rates.

Accordingly, it is our client's position that this represents a fair and equitable means to resolve this matter and, in particular, the open variable would allow your client to arrange alternative mortgage financing without any penalty owing to our client.

We would ask that your client confirm which of these two alternatives she will be prepared to accept and we will arrange for the provision of the necessary renewal documents.

Yours truly,

Politeski Strilchuk Milen

Per: Jeffrey D. Kerr

JDK/lnl

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

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