Form 15.1

COLLATERAL MORTGAGE

***Land Titles Act*, S.N.B. 1981, c.L-1.1, s.25**
***Standard Forms of Conveyances Act*, S.N.B. 1980, c.S-12.2, s.2**

Parcel Identifier: _____

Mortgagor[1]: _____
_____

(Spouse of name of mortgagor: _____
_____

Mortgagee[2]: Computershare Trust Company of Canada
c/o Pine Canada Lending Corporation,
Suite 1000, 530 8th Avenue SW
Calgary, AB
T2P 3S8

Manner of Tenure: _____

(Limitation of Right, Title or Interest Mortgaged: _____

Particulars of Security: This mortgage is collateral security and continuing collateral security for the performance by the Mortgagor of the Mortgagor's promises including the due payment of:
(a) the customer liabilities to a maximum amount of $_____ (the "Principal Sum"); and
(b) costs; together with interest thereon calculated as follows:
PRIME INTEREST RATE
interest at a rate equal to the Prime Rate per annum in effect from time to time plus, three per cent (3%) per annum (the "Interest Rate"), calculated monthly, not in advance and payable on demand, before and after default and judgment. Interest will be charged on overdue interest at the same rate as on the Principal Sum."

Statutory Covenants and Conditions Excluded: ALL

Optional Covenants and Conditions Included: PCLC - 4719

(The recitals, affidavits, statutory declarations, or other documents attached hereto as Schedule "D" form part of this collateral mortgage.)

The mortgagor mortgages (subject to the specified limitation) to the mortgagee in the specified manner of tenure the specified parcel as collateral security, the particulars of which are specified.

The mortgagor acknowledges receipt of the text of the covenants and conditions which are contained in this mortgage by reference to a distinguishing number or by virtue of subsection 25(4) of the *Land Titles Act* and agrees to be bound by them to the same extent as if set out at length herein.

(The spouse of the mortgagor joins in this instrument and consents to this disposition for the purpose of complying with section 19 of the *Marital Property Act*.)

Date: _____

Witness:

signature _____

(Witness:

signature _____

Mortgagor:

signature _____

Spouse of name of mortgagor:

signature _____)

2000-37

Schedule D

Recitals:

A. The mortgagor is the owner of the specified parcel(s), subject to the limitation indicated on the face page hereof (if any).

B. We are lending money or providing other forms of credit (either now or in the future) to _____

who is referred to herein and in the set of optional mortgage covenants that apply to this Mortgage as the "Borrower". If more than one person is the Borrower, the term "Borrower" refers to all such persons.

C. You have agreed to grant this Mortgage of your Lands as continuing security for payment of, among other things, the Indebtedness (as defined in the Mortgage).

D. This Mortgage is an "All Obligations" mortgage.

E. In this document, we use the word "you" to describe the person who has signed, authorized, or promised to be bound by this Mortgage. If more than one person has signed, authorized, or promised to be bound by this Mortgage, then all those persons will be jointly and severally liable to comply with all promises under this Mortgage.

F. In this document, we use the word "we" or "us" to describe the financial institution lending money or providing other forms of credit to the Borrower, which is the same as the mortgagee under this Mortgage.

G. Unless otherwise defined in this document, any capitalized terms mean the same as they do in the set of optional mortgage covenants that apply to this Mortgage.