

## AGREEMENT

THIS AGREEMENT made the 26<sup>th</sup> day of September, A.D. 2000.

BETWEEN:

**CLAYTON FULLER and EVELYN FULLER**, both of Saskatoon,  
in the Province of Saskatchewan,

(hereinafter referred to as "Fuller")

OF THE FIRST PART

- and -

**CAROL TASTAD and GARTH TASTAD**, both of Saskatoon,  
in the Province of Saskatchewan

(hereinafter referred to as the "Tastad")

OF THE SECOND PART

**WHEREAS** Fuller has entered into an Offer to Purchase the property civically described as #108 - 3140 Louise Street, Saskatoon, Saskatchewan and legally described as Unit Number 80, in Condominium Plan Number 87 S 33840 and 104 Undivided One Ten Thousandth Shares in the Common Property therein, in the City of Saskatoon in the Province of Saskatchewan (hereinafter referred to as the "Lands") on the 28<sup>th</sup> day of August, 2000;

**AND WHEREAS** Tastad has agreed to assist Fuller in the funding for the purchase of the Lands until Fuller sells a cabin property located at Neis Beach on Emma Lake and applies the sale proceeds to the financing of the purchase of the Lands;

**AND WHEREAS** it has been agreed to by the parties hereto that the Lands will be registered in their joint names as security for the completion of the covenants hereinafter set forth;


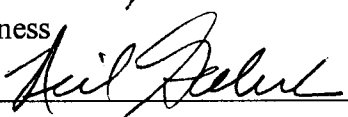
**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants herein contained and upon the terms and conditions hereinafter set forth, the parties hereto agree as follows:

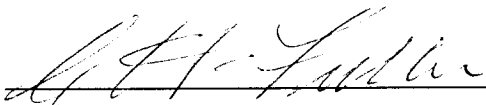
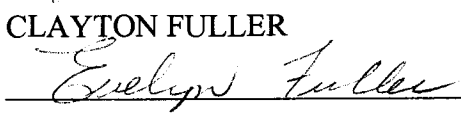
1. Tastad agrees that until Fuller has received the sale proceeds from the cabin property and in any event not to exceed the period of five years from the date hereof, Tastad will pay the following on behalf of Fuller:
  - (a) The sum of \$36,408.31 which sum represents the balance of cash to mortgage, as indicated in the attached Preliminary Statement of Adjustments, to complete the purchase of the Lands by Fuller;
  - (b) Mortgage payments to the Royal Bank of Canada on the mortgage for the principal amount of \$86,800.00 on the Lands, the details of which are indicated in the mortgage dated the 26<sup>th</sup> day of September, 2000;
  
2. Until receipt of sale proceeds of the cabin property and in any event not to exceed the period of five years from the date hereof, Fuller agrees to pay as follows:
  - (a) \$200.00 per month to Tastad on account of interest on the Royal Bank of Canada mortgage on the Lands;
  - (b) All applicable condominium fees and property taxes on the Lands.
  
3. Upon the expiration of five years from the date hereof or the receipt by Fuller of the sale proceeds of the cabin property, whichever is earlier, Fuller agrees to pay the following:
  - (a) The sum of \$126,208.31 to Tastad which sum is the repayment of the purchase price and costs as shown on the Preliminary Statement of Adjustments attached hereto.
  
4. Upon payment by Fuller of the purchase price and costs as indicated in paragraph 3, Tastad agrees to pay out the balance owing on the mortgage in favour of the Royal Bank of Canada and arrange for a discharge of the mortgage from the Lands and to transfer the title to the

Lands from the names of Fuller and Tastad to Fuller solely, with all costs incurred in connection therewith to be paid solely by Fuller.

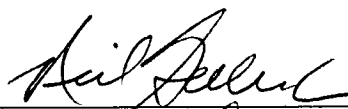
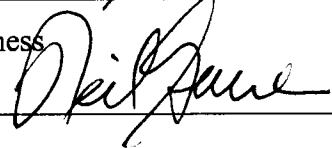
- 5. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their administrators, executors and assigns.

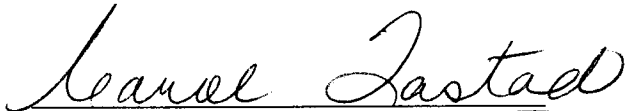
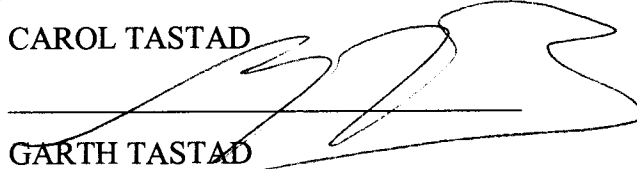
**IN WITNESS WHEREOF** CLAYTON FULLER and EVELYN FULLER have hereunto set their hands and seals as of the day and year first above written.

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
CLAYTON FULLER  
  
\_\_\_\_\_  
EVELYN FULLER

**IN WITNESS WHEREOF** CAROL TASTAD and GARTH TASTAD have hereunto set their hands and seals as of the day and year first above written.

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
CAROL TASTAD  
  
\_\_\_\_\_  
GARTH TASTAD