



**Form of Collateral Mortgage
Yukon Territory**

To be used for Commercial Loans only

As collateral security and for the better securing of payment to Canadian Imperial Bank of Commerce ("CIBC") of the Indebtedness (in an amount not exceeding the Amount Secured) and performance of all other obligations under this Mortgage,

(the "Mortgagor"),

gives to CIBC, as mortgagee, the mortgage and charge described below:

Delete Paragraph (a) or (b) as applicable

- a) **Mortgagor as owner.** The Mortgagor, being the registered owner of an estate in fee simple (subject to any Liens or other interests previously disclosed to CIBC in writing) mortgages the Property to CIBC.

- b) **Mortgagor as lessee.** The Mortgagor, being the owner of a leasehold interest in the Property (subject to any Liens or other interests previously disclosed to CIBC in writing), mortgages and subleases the Property (as defined hereafter) to CIBC for and during the unexpired residue of the term of each Lease (except the last day of each such Lease), and every other estate, term, right of renewal and other interest of the Mortgagor in each Lease. Where, at any time before the full performance of all obligations of the Mortgagor under this Mortgage, the Mortgagor becomes the registered owner of an estate in fee simple to all or any part of the Property, the Mortgagor hereby agrees and undertakes to, and shall mortgage that freehold estate to CIBC.

The Mortgagor agrees that, for the purposes of this Mortgage:

Principal Amount

The term "Principal Amount" means \$ _____

Indebtedness

The term "Indebtedness" means those liabilities and obligation as defined under "Indebtedness" in the Standard Charge Terms attached hereto.

Interest Rate

That interest shall be payable upon any Indebtedness and any other obligations of the Mortgagor under this Mortgage at the "Interest Rate", with such "Interest Rate" defined in the Standard Charge Terms attached hereto.

Additional Terms and Conditions

The Mortgagor further agrees that the Standard Charge Terms attached to this Mortgage, along with any other schedules or addendums, form part of this Mortgage.

Acknowledgements and Agreements

Governing Law

This Mortgage is governed by the laws of the Yukon Territory.

Charge

For the better securing to CIBC, the repayment, in the manner aforesaid of the Indebtedness, the Mortgagor hereby mortgages and charges to CIBC the Mortgagor's estate and interest in the Property.

The Mortgagor has signed this Mortgage on _____

Witness

Mortgagor

Witness

Mortgagor

Form of Mortgage
Yukon Territory

Description of Property

The following is the legal description of the Property to be mortgaged:

Subject to the following encumbrances:

Address of CIBC Branch (Mortgagee):

Form of Mortgage
Yukon Territory

Affidavit as to Spousal Status

I/We, _____, of _____, in the Yukon Territory,

Make oath and say that:

1. The word "Property" as used herein means the Property described in the attached Mortgage;
2. The words "spouse", "family home" and "separation agreement" as used herein are defined in section 1, and section 21 and 24, and section 1, respectively, of the *Family Property and Support Act*, R.S.Y. 1986, c.63, and amendments thereto (the "Act");
3. When I executed the attached Mortgage:
 - a) I was a spouse;
 - b) _____ was my spouse.
 - c) We were spouses of one another.
4.
 - a) The Property has never been occupied by me and my spouse as our family home;
 - b) The Property has never been occupied by me and my spouse as our family home since the cancellation of its designation as our family home under section 24 and 25 of the Act;
 - c) The Property is not designated as a family home under section 24 of the Act, and an instrument designating another property as a family home of me and my spouse is registered under section 24 and is not cancelled;
 - d) My spouse has released all rights under Part 2 of the Act by a separation agreement between me and my spouse.

Sworn before me at _____ in the _____ .
this _____ day of _____ , _____

A Notary Public in and for the Yukon Territory.

Signature

*Strike out inapplicable clauses in paragraph 3 and 4.
** Where paragraph 3 of the Affidavit indicates there is a spouse and that spouse does not join in or consent to the transaction at least one of the clauses in paragraph 4 must be included.

Form of Mortgage
Yukon Territory

Spousal Consent

I, _____, of _____, in the Yukon Territory,
spouse of the aforementioned _____, hereby consent to the transaction provided
for in the above (or attached) Mortgage and hereby release all my interest in the Property described in the said
Mortgage to the extent necessary to give effect to the said transaction.

Signed this _____ day of _____, _____

Witness (Notary Public)

Spouse

Affidavit of Witness (Re: Mortgagor)

In the Yukon Territory to wit:

I, _____, of _____, in the Yukon Territory,

Make oath and say that:

1. THAT I was personally present and did see _____ named in the
within Mortgage who identified himself/herself/themselves to me, to be the person(s) name, duly sign
and execute the same for the purpose named therein;
2. THAT the within Mortgage was executed at _____ in the
Yukon Territory and that I am the subscribing witness thereto;
3. THAT the said party(ies) is/are in my belief of the full age of nineteen years.

Sworn before me at _____ in the _____.

this _____ day of _____, _____

A Notary Public in and for the Yukon Territory.

Witness

Acknowledgement of Officer of Mortgagor Corporation

I hereby certify that on the _____ day of _____, _____ at _____,
in the Yukon Territory, _____ who is/are personally known to me, appeared
before me and acknowledged to me that he/she/they is/are the _____ of (the "Corporation")
and that he/she/they is/are the person(s) who subscribed his/her/their name(s) and affixed the seal of the
Corporation to the within Mortgage, that he/she/they was/were authorized to subscribe his/her/their name(s)
and affix the seal to it and that the Corporation existed at the date the within Mortgage was executed by the
Corporation.

In testimony whereof I have hereunto set my hand and
seal of office at _____ in the Yukon Territory
this _____ day of _____, _____.

A Notary Public in and for the Yukon Territory.