

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM B (Section 225)

Jan-17-2018 09:31:33.001

CA6571510 CA6571511

MORTGAGE - PART 1 Province of British Columbia

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Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Digitally signed by Carly Patricia Tyson JEZFVN
Date: 2018.01.17 09:26:27 -08'00'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

CARLY TYSON, Barrister & Solicitor

CLARK WILSON LLP

900 - 885 West Georgia Street

Vancouver

BC V6C 3H1

Telephone: 604.687.5700

File No. 26349-0040

Doc. No. 11759641

Document Fees: \$143.16

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

SEE SCHEDULE

STC? YES

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

QUEST RESIDENCES (GP) LTD.

800 - 885 WEST GEORGIA STREET

VANCOUVER

V6C 3H1

BRITISH COLUMBIA

CANADA

Incorporation No

BC1148295

4. LENDER(S) (MORTGAGEE(S)): (including occupation(s), postal address(es) and postal code(s))

ALMONER FOUNDATION

1250-1500 WEST GEORGIA STREET

VANCOUVER

CANADA

BRITISH COLUMBIA

V6G 2Z6

Incorporation No

XS0056568

5. PAYMENT PROVISIONS:

(a) Principal Amount:

3,000,000.00

(b) Interest Rate:

5% Per Annum

(c) Interest Adjustment

Date: N/A

Y

M

D

(d) Interest Calculation Period:

Monthly, not in advance

(e) Payment Dates:

The 17th day of each month

(f) First Payment

Date:

18

02

17

(g) Amount of each periodic payment:

Interest Only

(h) *Interest Act* (Canada) Statement.

The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.

(i) Last Payment

Date:

23

01

16

(j) Assignment of Rents which the applicant wants registered ?

YES NO

If YES, page and paragraph number:

See Schedule page 6

(k) Place of payment:

Postal Address in Item 4

(l) Balance Due

Date:

23

01

16

MORTGAGE – PART 1

6. MORTGAGE contains floating charge on land ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	7. MORTGAGE secures a current or running account ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
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8. INTEREST MORTGAGED:

Freehold

Other (specify)

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

(a) Prescribed Standard Mortgage Terms

(b) Filed Standard Mortgage Terms D F Number:

(c) Express Mortgage Terms (annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:

SEE SCHEDULE

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:

Lease BA449350, as Transferred by BB516700 and modified by BB228852, CA3071263, and renewed and modified by CA5487367
 Statutory Right of Way BB 305117

Mortgage CA6571402 in favour of Bank of Montreal

12. EXECUTION(S): This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy of, those terms.

Officer Signature(s) _____ JAMES A. SPEAKMAN Barrister & Solicitor CLARK WILSON LLP 900 - 885 WEST GEORGIA STREET VANCOUVER, BC V6C 3H1 T. 604.687.5700	<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th colspan="3">Execution Date</th> </tr> <tr> <th style="padding: 5px;">Y</th> <th style="padding: 5px;">M</th> <th style="padding: 5px;">D</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; padding: 5px;">18</td> <td style="text-align: center; padding: 5px;">01</td> <td style="text-align: center; padding: 5px;">15</td> </tr> </tbody> </table>	Execution Date			Y	M	D	18	01	15	Borrower(s) Signature(s) QUEST RESIDENCES (GP) LTD. by its authorized signatory(ies): _____ DEREK R. LEE _____
Execution Date											
Y	M	D									
18	01	15									

OFFICER CERTIFICATION:
 Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

FORM_E_V23

**LAND TITLE ACT
FORM E****SCHEDULE**

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
027-313-841	STRATA LOT 1 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-859	STRATA LOT 2 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-867	STRATA LOT 3 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-875	STRATA LOT 4 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-883	STRATA LOT 5 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-891	STRATA LOT 6 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-905	STRATA LOT 7 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-913	STRATA LOT 8 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-921	STRATA LOT 9 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-930	STRATA LOT 10 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-948	STRATA LOT 11 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-956	STRATA LOT 12 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-964	STRATA LOT 13 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-972	STRATA LOT 14 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-981	STRATA LOT 15 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-313-999	STRATA LOT 16 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-006	STRATA LOT 17 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-014	STRATA LOT 18 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-022	STRATA LOT 19 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-031	STRATA LOT 20 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-049	STRATA LOT 21 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-057	STRATA LOT 22 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-065	STRATA LOT 23 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-073	STRATA LOT 24 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-081	STRATA LOT 25 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-090	STRATA LOT 26 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-103	STRATA LOT 27 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-111	STRATA LOT 28 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-120	STRATA LOT 29 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-138	STRATA LOT 30 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
027-314-146	STRATA LOT 31 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-154	STRATA LOT 32 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-162	STRATA LOT 33 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-171	STRATA LOT 34 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-189	STRATA LOT 35 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-197	STRATA LOT 36 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-201	STRATA LOT 37 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-219	STRATA LOT 38 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-227	STRATA LOT 39 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-235	STRATA LOT 40 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-243	STRATA LOT 41 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-251	STRATA LOT 42 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-260	STRATA LOT 43 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-278	STRATA LOT 44 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-286	STRATA LOT 45 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-294	STRATA LOT 46 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-308	STRATA LOT 47 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-316	STRATA LOT 48 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-324	STRATA LOT 49 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-332	STRATA LOT 50 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-341	STRATA LOT 51 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-359	STRATA LOT 52 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-367	STRATA LOT 53 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-375	STRATA LOT 54 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-383	STRATA LOT 55 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-391	STRATA LOT 56 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-405	STRATA LOT 57 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-413	STRATA LOT 58 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-421	STRATA LOT 59 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-430	STRATA LOT 60 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
027-314-448	STRATA LOT 61 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-456	STRATA LOT 62 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-464	STRATA LOT 63 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-472	STRATA LOT 64 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-481	STRATA LOT 65 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-499	STRATA LOT 66 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-502	STRATA LOT 67 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-511	STRATA LOT 68 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-529	STRATA LOT 69 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-537	STRATA LOT 70 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-545	STRATA LOT 71 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-553	STRATA LOT 72 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-561	STRATA LOT 73 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-570	STRATA LOT 74 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-588	STRATA LOT 75 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-596	STRATA LOT 76 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-600	STRATA LOT 77 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-618	STRATA LOT 78 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-626	STRATA LOT 79 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-634	STRATA LOT 80 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-642	STRATA LOT 81 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-651	STRATA LOT 82 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651
027-314-669	STRATA LOT 83 DISTRICT LOT 512 GROUP 1 NWD STRATA PLAN BCS2651

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ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. PAYMENT PROVISIONS:**(j) Assignment of Rents**

In consideration of the lender advancing the principal amount to the borrower and the sum of One (\$1.00) Dollar and other good and valuable consideration now paid by the lender to the borrower (the receipt and sufficiency of which is acknowledged by the borrower), the borrower hereby gives, grants, assigns, transfer and sets over to the lender absolutely all leases of the land and agreements to lease affecting the said land whether such leases agreements are verbal, written or otherwise, together with all rents payable and all rights, benefits and advantages to be derived for the lender.

Nothing contained in this section shall have the effect of making the lender responsible for the collection, of the said rents or any part or for the performance of any of the covenants, promises, provisions, stipulations, terms or conditions either by the landlord or by the tenant and that the lender shall not be a mortgagee in possession by any action done under this section.

The lender shall be liable to account for only monies that may actually come into its hands by virtue of this section after deduction of all collection charges, inspection fees and other expenses to which the lender may be put and that such monies when so received by it shall be applied on the terms as set forth in this Mortgage.

The lender will not exercise its rights as set forth in this section until such time as the borrower defaults in any of the terms and provisions of this Mortgage and borrower hereby acknowledges and agrees that the decisions of the lender as to whether or not there has been any default shall be final, conclusive and binding in every respect upon the borrower.

This assignment shall be binding on the borrower, its successors and assigns until the whole sum of mortgage money has been fully paid and satisfied; it being understood and agreed between the lender and the borrower that the giving of this Assignment of Rents is additional collateral security for the repayment of the mortgage money and not in substitution for or in satisfaction of the same; provided further that the borrower will not accept prepayment of rent due or to become due with respect to the leases or agreements to lease, verbal, written or otherwise and will accept payments only in the amounts and on the days and on the times and in the manner stipulated in the said leases and agreements.

10. ADDITIONAL OR MODIFIED TERMS**10.1 Prepayment**

10.1.1 It is expressly agreed that the borrower shall be entitled to repay the balance of the mortgage money in whole or in part at any time without notice, bonus, interest, or penalty, provided that all such payments shall be applied first to amounts other than interest and principal amount then due and owing, second to accrued but unpaid interest, and third to the principal amount.

10.2 Extension

10.2.2 Provided that the borrower has duly paid all of the mones required to be paid under this mortgage in the amounts, at the times, and in the manner required under this mortgage and is not

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otherwise in default of its obligations under this mortgage on the maturity date, and provided that the borrower has provided the lender with a written request to extend the term of this mortgage not less than one hundred eighty (180) days prior to the maturity date, and further provided that the lender in the term of this mortgage for such additional term, at such rate of interest, and on such other terms and conditions as the parties may agree, in writing, and if so extended the mortgage money will be due on the maturity date of the extended term; provided that unless the parties have executed and delivered a formal written extension agreement not less than ninety (90) days prior to the maturity date, all of the mortgage monies shall be due and payable in full on the maturity date, and further provided that as a condition of such extension agreement, the borrower and lenders shall execute and deliver not later than ninety (90) days prior to the maturity date, such form of Modification of Mortgage Agreement, in form suitable for registration in the appropriate land title office, as the lender may reasonably require including terms and provisions that are not inconsistent with the terms of the extension agreement.

10.3 Acknowledgements Re Quest, Quest Lease, and Offer to Purchase

10.3.1 Reference is made to that certain lease dated for reference the 21st day of November 2006 between University Highlands Condominium Developments Ltd. ("Landlord") and Sea to Sky Foundation ("Tenant") and registered against title to the lands under registration number BA449350, in which the interest of the Tenant was transferred to Quest University Canada ("Quest") by an Assignment of Lease dated for reference the 15th day of April 2007, registered against title to the lands under registration number BB516700, and modified by modifications of lease registered against title to the lands under registration numbers BB228852 and CA3071263, and renewed and modified by a lease renewal and modification agreement registered against title to the lands under registration number CA5487367 (collectively the "Quest Lease"). Reference is made to that certain Offer to Purchase dated August 28, 2017 between the borrower as Purchaser and the lender as Vendor in respect of the lands (the "Purchase Agreement").

10.3.2 The borrower acknowledges and agrees that: (a) this mortgage secures payment of a portion of the Sale Price (as defined in the Purchase Agreement); and (b) the borrower agreed to pay the Sale Price in the expectation that Quest would: (i) continue to carry on operations as an educational institution ("Educational Institution") during the currency of this mortgage, (which for the purposes of this mortgage is defined as "carrying on operations as an Educational Institution"); and (ii) continue to pay, when due, all rents due under the Quest Lease, and (c) that the agreement of the lender to the provisions of Section 10.4 hereof, is expressly predicated on and subject to the conditions that: (i) the borrower will maintain the Quest Lease in force during the remainder of the current term of the Quest Lease; and (ii) the borrower will, at the expiry of the current term thereof, offer to Quest to enter into a renewal of the term of the Quest Lease for a term which expires not earlier than January 17, 2023 ("Lease Renewal Term") on the same terms and conditions, and at current market rents (the conditions set out in this subsection (c) being the "Lease Conditions").

10.4 Consequences of Cessation or Default - Cure or Forfeiture

10.4.1 Notwithstanding any other provision contained in this mortgage, if, at any time before the maturity date one of the events described in sub-section (a) hereof and the event described in sub-section (b) hereof, in the circumstances described in sub-section (b) hereof, occur contemporaneously, that is: (a) if either Quest publishes or gives written notice that it has ceased, or intends to cease, carrying on operations as an Educational institution; or, the Ministry of Advanced Education of the

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Province of British Columbia announces or provides written confirmation that Quest has ceased carrying on operations as an Educational institution; and, (b) provided that the Lease Conditions have been complied with by the borrower, if, during the current term of the Quest Lease, or the Lease Renewal Term, the rent payable pursuant to the Quest Lease is in default for a period of three consecutive months; then, without further notice or formality: (c) the obligation of the borrower to repay the mortgage money shall be extinguished; (d) the liability of the borrower to the lender under this mortgage or otherwise in respect of the mortgage money shall be extinguished; (e) the lender shall forfeit all of its right, title, and interest in and to the mortgage money and to any of the rights of a mortgagee under a mortgage in respect of this mortgage; and (f) the borrower shall be entitled, on written request, and without cost or charge, to a discharge of this mortgage from title to the lands.

10.5 Assumption on Sale

10.5.1 Notwithstanding any other provision of this mortgage, if the borrower sells or agrees to sell the land, the full amount of interest and principle due under the Mortgage will become due and payable.

10.6 Subordination

10.6.1 Notwithstanding any other provision in this mortgage, the borrower shall be entitled to grant a first mortgage over the land in a principal amount not greater than \$17,000,000 to a Canadian commercial lending institution provided that such mortgage is at a rate of interest and on terms that are not materially different from the terms required by Canadian commercial lending institutions for loans of a similar type to borrowers similar to the borrower, and this mortgage and the assignments of rents herein shall be subordinated to the mortgage and assignment of rents granted by the borrower to such commercial lender, and the lender shall enter into a priority agreement with such commercial lender on such terms as such commercial lender may reasonably require.