

Appendix 17

Quest University Canada's Mortgage "Gifted" from CHIMP to Vanchorverve Foundation

**Compiled by
Vivian Krause
March 26, 2021**

**Page 25 of the Supplement to the
2018 Tax Return Filed by
Charitable Impact Foundation ("CHIMP")**

T1236-Supplementary Schedule

BN/Registration Number	Name of Organization	City	Province	Total Gift Amount	Associated?	Political Amount	Gifts in Kind Amount	Designated Gift Amount
830879532RR0001	Co:Here Foundation	Vancouver	BC	583.40	No	-	-	-
831058615RR0001	The Ottawa Mission Foundation	Ottawa	ON	500.00	No	-	-	-
831110473RR0001	Sajjadiyya Trust	New Westminster	BC	208,100.00	No	-	-	-
831191754RR0001	Hands In Poor Places Organization	Mississauga	ON	168.47	No	-	-	-
831268354RR0001	Projet De La Realite Climatique Canada	Montreal	QC	42,430.25	No	-	-	-
831334453RR0001	Emmaus Anglican Church	Montreal	QC	34.99	No	-	-	-
831444310RR0001	Majengo Canada	Toronto	ON	850.50	No	-	-	-
831489679RR0001	Fondation De L'Ecole La Mennais De Montré	Montreal	QC	29.65	No	-	-	-
831567623RR0001	The Hadassah House Society	Murphy Lake	NS	486.00	No	-	-	-
831577283RR0001	Fondation Air Canada / Air Canada Foundat	Dorval	QC	4.96	No	-	-	-
831590666RR0001	Humanitarian Coalition	Ottawa	ON	106.92	No	-	-	-
831740634RR0001	York Region Children's Fund	Newmarket	ON	300.00	No	-	-	-
831785720RR0001	ANSO Collectives & Education Support Soci	Grande Prairie	AB	48.60	No	-	-	-
831817200RR0001	Moms Canada	Spruce Grove	AB	594.42	No	-	-	-
831828124RR0001	Warren Peace Bunny Sanctuary	North Vancouver	BC	5,195.34	No	-	-	-
831974829RR0001	Five Oaks Shared Ministry	Naicam	SK	194.40	No	-	-	-
832038228RR0001	Fondation Semafo / Semafo Foundation	Ville St-Laurent	QC	50.00	No	-	-	-
832200422RR0001	Pain Bc Society	Vancouver	BC	3,283.01	No	-	-	-
832221907RR0001	Silver Dollar Foundation/Fondation Dollar	Montreal	QC	97.20	No	-	-	-
832296602RR0001	Vanchorverve Foundation	Vancouver	BC	20,791,405.39	No	-	-	20,791,405.39
832309892RR0001	Canadian Roots Exchange	Toronto	ON	6,388.77	No	-	-	-
832309892RR0001	The Michael J. Fox Fdtn For Parkinson's R	Toronto	ON	728.44	No	-	-	-
832348247RR0001	Penticton And Area Access Society	Penticton	BC	9.91	No	-	-	-
832411094RR0001	Generation Rising	Winnipeg	MB	10.00	No	-	-	-
832467153RR0001	Orkidstra - Sistema Ottawa	Ottawa	ON	400.00	No	-	-	-
832477939RR0001	Saturna Island Marine Research And Educat	Saturna Island	BC	48.60	No	-	-	-
832615876RR0001	Gospel Operation Int'l For Chinese Chri	Toronto	ON	97.20	No	-	-	-
832625388RR0001	Rxart Canada	North Vancouver	BC	4.85	No	-	-	-
832848238RR0001	Vancouver Opera Foundation	Vancouver	BC	145.80	No	-	-	-
832858377RR0001	Hope Blooms Youth Social Entrepreneurial	Halifax	NS	38.88	No	-	-	-
832905665RR0001	Wicha Music Foundation	Montreal	QC	247.86	No	-	-	-
833095045RR0001	The Shoebox Project For Shelters	Toronto	ON	100.00	No	-	-	-
833132608RR0001	Roblin & District Health Care Auxiliary	Roblin	MB	145.80	No	-	-	-
833175433RR0001	Gajang Buddhist Center	Toronto	ON	137.76	No	-	-	-
833179369RR0001	The Princess Auto Foundation Inc.	Winnipeg	MB	48.60	No	-	-	-
833252554RR0001	Coronation/Consort Victim Services Societ	Coronation	AB	48.60	No	-	-	-
833288566RR0001	Canadian Communities 4 Africa Hope Societ	Bella Coola	BC	194.40	No	-	-	-
833358443RR0001	Viva Voce Charitable Foundation	North Vancouver	BC	8,610,541.00	No	-	-	-
833497209RR0001	Rainbow Refugee Society	Vancouver	BC	195.60	No	-	-	-
833539273RR0001	Parkinson Society Maritime Region	Halifax	NS	136.08	No	-	-	-
833629652RR0001	Gilles Boudreau & Friends Cancer Help Fu	Wellington	ON	24.30	No	-	-	-
833634678RR0001	Action Against Hunger ACF (Canada)	Toronto	ON	486.00	No	-	-	-
833678840RR0001	Place2give Foundation	Calgary	AB	23,960.16	No	-	-	-
833692726RR0001	Hope Springs Eternal Foundation	Vancouver	BC	200,000.00	No	-	-	-
833791320RR0001	Squamish Helping Hands Society	Squamish	BC	197.20	No	-	-	-
833805906RR0001	Resist Exploitation, Embrace Dignity Soc	Vancouver	BC	20,106.22	No	-	-	-
834036535RR0001	Malachi Dads Ministry Canada Inc.	Edmonton	AB	48.60	No	-	-	-
834075848RR0001	Educate Orphans Nepal Charitable Trust	Calgary	AB	500.00	No	-	-	-
834113144RR0001	Cowichan Valley Basket Society	Duncan	BC	39.44	No	-	-	-
834216038RR0001	Centre Communautaire Chabad De Saint Laza	St Lazare	QC	349.92	No	-	-	-
834394108RR0001	Ladies Learning Code Inc.	North Vancouver	BC	2,189.81	No	-	-	-
834522435RR0001	Soup's On Inc.	Steinbach	MB	2,187.00	No	-	-	-
834626673RR0001	Water Project For Haiti	Vernon	BC	4.96	No	-	-	-
834646341RR0001	International Christian Mission Services	Abbotsford	BC	145.80	No	-	-	-
834653073RR0001	ABBA Canada Foundation	Langley	BC	60,000.00	No	-	-	-
834713000RR0001	The Noble Hearts Foundation	Toronto	ON	243.00	No	-	-	-
834775967RR0001	The Against Malaria Foundation (Canada)	Toronto	ON	215,805.57	No	-	-	-
835004557RR0001	Inner Hope Youth Ministries Society	Vancouver	BC	5,350.85	No	-	-	-
835040973RR0001	Street Help Homeless Centre Of Windsor	Windsor	ON	486.00	No	-	-	-
835313891RR0001	Rexton Area Health Care Foundation Inc.	Rexton	NB	48.60	No	-	-	-
835434739RR0001	Saint Benedict's Table	Winnipeg	MB	7,610.76	No	-	-	-
835554817RR0001	Saint James Music Academy	Vancouver	BC	25,150.36	No	-	-	-
835559824RR0001	Ontario Shores Foundation For Mental Heal	Whitby	ON	1,000.00	No	-	-	-
835734583RR0001	Friends Of Animal Justice Canada	Toronto	ON	48.00	No	-	-	-
835857525RR0001	Fortius Foundation	Burnaby	BC	74,711,535.76	No	-	-	-
835857525RR0001	A Better Life Dog Rescue Society (ABLDR)	Surrey	AB	29.90	No	-	-	-
835895475RR0001	Imagine1day	Vancouver	BC	12.00	No	-	-	-
836010421RR0001	The Rosalyn Nickerson "Care" Fund Society	Barrington Passage	NS	48.60	No	-	-	-
836126060RR0001	Bladder Cancer Canada	North York	ON	690.00	No	-	-	-
836401349RR0001	Fondation De La Maison De Soins Palliatif	Hudson	QC	48.60	No	-	-	-
836468363RR0001	Innovation Workshop	Vancouver	BC	51,555.20	No	-	-	-
836551911RR0001	Mission Aid Brazil Society	Surrey	BC	155.52	No	-	-	-
836611244RR0001	BHN Indian Children's Development Society	Surrey	BC	199.30	No	-	-	-

\$20,791,405

\$74,711,535

Business number/?Registration number: **832038228RR0001**
City: **Ville St-Laurent**
Province/Territory: **QC**
Amounts of non-cash gifts:
Total amount of gifts: **CAN\$ 50.00**
Was any part of the gift intended for political activities?

Qualified donee # 1770

Name of organization: **Pain Bc Society**
Associated charity: **No**
Business number/?Registration number: **832200422RR0001**
City: **Vancouver**
Province/Territory: **BC**
Amounts of non-cash gifts:
Total amount of gifts: **CAN\$ 3,283.00**
Was any part of the gift intended for political activities?

Qualified donee # 1771

Name of organization: **Silver Dollar Foundation/Fondation Dollar**
Associated charity: **No**
Business number/?Registration number: **832221907RR0001**
City: **Montreal**
Province/Territory: **QC**
Amounts of non-cash gifts:
Total amount of gifts: **CAN\$ 97.00**
Was any part of the gift intended for political activities?

Qualified donee # 1772

Name of organization: **Vanchorverve Foundation**
Associated charity: **No**
Business number/?Registration number: **832241608RR0001**
City: **Vancouver**
Province/Territory: **BC**
Amounts of non-cash gifts:
Total amount of gifts: **CAN\$ 20,791,405.00**
Was any part of the gift intended for political activities?

Qualified donee # 1773

Name of organization: **Canadian Roots Exchange**
Associated charity: **No**
Business number/?Registration number: **832296602RR0001**
City: **Toronto**
Province/Territory: **ON**
Amounts of non-cash gifts:
Total amount of gifts: **CAN\$ 6,388.00**
Was any part of the gift intended for political activities?

Qualified donee # 1774

Name of organization: **The Michael J. Fox Fdtn For Parkinson's R**
Associated charity: **No**
Business number/?Registration number: **832309892RR0001**

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

Oct-31-2016 12:37:11.002

CA5615366 CA5615367

PAGE 1 OF 6 PAGES

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.

Adam Chi Wai
Chan E3DHHH

Digitally signed by Adam Chi Wai Chan E3DHHH
DN: c=CA, cn=Adam Chi Wai Chan E3DHHH, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=E3DHHH
Date: 2016.10.31 11:36:41 -0700'

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

William H.T. Woodson
Woodsons
207 - 314 West Cordova Street
Vancouver BC V6B 1E8
Document Fees: \$143.16

File No. 16-7488
Phone: 604-685-8528

Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]
026-175-835 LOT 1 DISTRICT LOT 512 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
BCP15538 EXCEPT PLAN EPP17088

STC? YES []

3. NATURE OF INTEREST

Modification
Modification

CHARGE NO.

CA3682766
CA3682767

ADDITIONAL INFORMATION

Modification of Mortgage
Modification of Assignment of Rents

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) [] Filed Standard Charge Terms D.F. No. (b) [checked] Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

QUEST UNIVERSITY CANADA

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

CHIMP: CHARITABLE IMPACT FOUNDATION (CANADA)

1250 - 1500 WEST GEORGIA STREET
VANCOUVER V6G 2Z6
BRITISH COLUMBIA
CANADA

Incorporation No
448472-0

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Laura Peach
Barrister & Solicitor
Legacy Tax + Trust Lawyers
1300 - 777 Dunsmuir Street
Vancouver, BC V7Y 1K2
Tel: (604) 631-1298

Table with 3 columns: Y, M, D. Values: 16, 10, 21

Transferor(s) Signature(s)

QUEST UNIVERSITY CANADA
by its authorized signatory(ies):

Ian Worland

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.

TERMS OF INSTRUMENT – PART 2
MODIFICATION AGREEMENT

BETWEEN:

CHIMP: CHARITABLE IMPACT FOUNDATION (CANADA)
("CHIMP")

AND:

QUEST UNIVERSITY CANADA
("Quest")

RECITALS:

Whereas:

- A. Global Charity Fund has advanced to Quest for its general operating purposes (the "Purposes") six loans and Foundation for Public Good ("FPG") has taken an assignment from Global Charity Fund of such loans to Quest and has advanced to Quest for the Purposes two further loans which loan advances, along with certain prepaid interest, and accrued interest to October 31, 2016 are reconciled and consolidated in a loan agreement dated March 1, 2015 as of which date Quest was indebted to FPG in the aggregate principal amount of Nineteen Million Sixty Six Thousand Nine Hundred Sixty Eight Dollars (\$19,066,968.00);
- B. Quest has granted to FPG a first mortgage and assignment of rents with a Principal Amount of \$20,000,000 registered in the New Westminster Land Title Office under numbers CA3682766 and CA3682767 over that certain parcel or tract of land and premises situate in the District of Squamish, in the Province of British Columbia, more particularly known and described as PID 026-175-835, Lot 1, District Lot 512 Group 1 NWD Plan BCP15538 (collectively, the "Mortgage") to secure repayment of the Third Consolidated Loan and interest thereon;
- C. FPG has assigned to CHIMP the security taken by FPG for repayment by Quest of all principal and interest of the Third Consolidated Loan, including but not limited to the Mortgage; and
- D. Quest and CHIMP have agreed to increase the Principal Amount of the Mortgage to \$30,000,000.



NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Definitions

1. In this Agreement:
 - a. "Third Consolidated Loan Agreement" means the loan agreement referable to the Third Consolidated Loan made by Quest as borrower and FPG as lender dated March 1, 2015; and
 - b. "Third Consolidated Loan" means the reconciled and consolidated loan of Nineteen Million Sixty Six Thousand Nine Hundred Sixty Eight Dollars (\$19,066,968.00) owed by Quest to CHIMP pursuant to the Third Consolidated Loan Agreement as assigned to CHIMP by FPG.

Extension of Term

2. Quest and CHIMP agree that:
 - a. The term of the Third Consolidated Loan shall be extended for a period of ~~two~~ ^{three} years commencing October 31, 2016 and ending November 1, 2019 on which date the Third Consolidated Loan is due and payable;
 - b. The Principal Amount secured by the Mortgage, being the amount appearing in Item 5(a) of the registered Form B Mortgage, shall be increased to \$30,000,000 from \$20,000,000; and
 - c. All other terms of the Third Consolidated Loan Agreement shall continue to apply to the Mortgage as modified by this Agreement.

Representations and Warranties of Quest

3. Quest represents and warrants to CHIMP that:
 - a. Quest is validly existing and in good standing under the laws of the Province of British Columbia and is qualified to carry on its business in all jurisdictions where the nature of its business and the character of its properties make such qualification necessary;
 - b. The borrowing of money by Quest and the execution, delivery and performance of this Agreement are within the powers and capacities of Quest and have been duly authorized by proper corporate proceedings;

- c. There are no actions, suits or proceedings pending or to the knowledge of Quest threatened against or adversely affecting Quest in any Court or by any Federal, Provincial, Municipal or other governmental department, commission, board, bureau or agency, Canadian or Foreign which might materially affect the financial condition of Quest or the title to its property or assets that are not known to CHIMP or its agents;
- d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the compliance with the covenants, terms and conditions of this Agreement will not conflict with or result in the breach of any of the terms and provisions of the constating documents or by-laws of Quest, any resolution of the Directors of Quest, any laws of Canada, or the Province of British Columbia, governing Quest, or any agreement or instrument to which Quest is now a party or which purports to be binding on Quest or its property and assets;
- e. The Agreement and all other deeds, documents or instruments to be delivered pursuant to this Agreement will, when executed and delivered, constitute valid and binding obligations of Quest enforceable against it in accordance with their respective terms, except as may be limited by other deeds, documents or instruments, delivered pursuant to this Agreement or by applicable bankruptcy, reorganization, insolvency or other laws affecting the enforcement of creditor's rights.

Representations and Warranties of CHIMP

- 4. CHIMP represents and warrants to Quest that:
 - a. FPG holds the Mortgage as bare trustee for the benefit of CHIMP; and
 - b. CHIMP shall direct FPG to execute and deliver all such further documents and do such further acts as are necessary to fully carry out the terms of this Agreement, including the registration of a Form C Charge at the New Westminster Land Title Office.

General

- 5. Any notice to be given under this Agreement shall be in writing addressed to the party for whom it is intended and shall be sent by pre-paid post or by facsimile as follows:
 - a. As to Quest: 3200 University Boulevard
Squamish, BC V8B 0N8
Attention: President
Facsimile: 604-815-0829



b. As to CHIMP: 1250, 1500 West Georgia Street
Vancouver, BC V6G 2Z6
Attention: Leslie Brandlmayr
Facsimile: 604-683-5676

Any notice given by mail shall be deemed to have been received 3 business days after its mailing, and any notice given by facsimile shall be deemed to have been received on the business date next following the date of transmission.

- 6. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 7. This Agreement shall be binding on and enure to the benefit of Quest and CHIMP and their respective successors and assigns. For greater certainty it is agreed and acknowledged that CHIMP may assign its rights under this Agreement.
- 8. No waiver or act or omission of CHIMP shall extend to or be taken in any manner whatsoever to affect any subsequent event of default or breach by Quest of any provision of this Agreement or the rights resulting from it.
- 9. This Agreement shall remain in full force and effect until the payment and performance in full of all of Quest's obligations under this Agreement.
- 10. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF the parties duly cause this Agreement to be executed by their respective duly authorized officers with effect from the 3rd day of October, 2016.

CHIMP: Charitable Impact
Foundation (Canada)

Per: _____

Per: Christopher Richardson

Quest University Canada

Per: _____

Per: _____

NEW WESTMINSTER LAND TITLE OFFICE

DECLARATION(S) ATTACHED
CA6591916 CA6591917

LAND TITLE ACT
FORM C (Section 233) CHARGE

Jan-26-2018 15:54:35.001

1517010595 PAGE 1 OF 6 PAGES

GENERAL INSTRUMENT - PART 1 Province of British Columbia

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.

Max Eli
Wolinsky
RU3475
Digitally signed by Max
Eli Wolinsky RU3475
Date: 2018.01.26
15:52:48 -08'00'

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

William H.T. Woodson
Woodsons
207 - 314 West Cordova Street
Vancouver BC V6B 1E8
Document Fees: \$143.16

File No. 16-7425
Phone: 604-685-8528

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]
**026-175-835 LOT 1 DISTRICT LOT 512 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
BCP15538 EXCEPT PLAN EPP17088**

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Transfer of Charge

CA3682766

Transfer of Mortgage

Transfer of Charge

CA3682767

Transfer of Assignment of Rents

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

CHIMP: CHARITABLE IMPACT FOUNDATION (CANADA) (INC. NO. 448472)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

VANCHORVERVE FOUNDATION

1250 - 1500 WEST GEORGIA STREET

BRITISH COLUMBIA
CANADA

Incorporation No
S0057464

V6G 2Z6

7. ADDITIONAL OR MODIFIED TERMS:

n/a

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

William H.T. Woodson
Barrister & Solicitor
207 - 314 West Cordova Street
Vancouver, BC V6B 1E8

Y	M	D
18	01	26

CHIMP: CHARITABLE IMPACT
FOUNDATION (CANADA), by its
authorized
signatory(ies):

Christopher Richardson

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.

Terms of Instrument – Part 2

In consideration of \$ 1.00 and other valuable consideration , the Transferor hereby assigns, transfers, and sets unto the Transferee of Charge(s) described in Item 3 of the Form C to which this is attached.

Additional Terms

See attached.

DEED OF GIFT

This DEED OF GIFT as of the 22 day of January, 2018

BETWEEN:

CHIMP: CHARITABLE IMPACT FOUNDATION (CANADA), a corporation incorporated pursuant to the *Canada Not-for-Profit Corporations Act*, and having its registered address at Suite 1250 – 1500 West Georgia Street, Vancouver, British Columbia V6G 2Z6

(hereinafter called "CHIMP")

AND:

VANCHORVERVE FOUNDATION, a corporation incorporated pursuant to the *Canada Not-for-Profit Corporations Act*, and having its registered address at Suite 1250 – 1500 West Georgia Street, Vancouver, British Columbia V6G 2Z6

(hereinafter called "VANCHORVERVE")

WHEREAS:

- A. CHIMP holds a mortgage and assignment of rents registered under respective Land Title Office registration numbers CA3682766 and CA3682767 assigned by the prior holder under respective Land Title Office registration numbers CA5615364 and CA5615365 and modified under respective Land Title Office registration numbers CA5615366 and CA5615367 (collectively, the "Mortgage") on certain lands in the District of Squamish owned by Quest University Canada legally described as Lot 1 District Lot 512 Group 1 New Westminster District Plan BCP15538 Except Plan EPP17088 (the "Lands").
- B. CHIMP is desirous of assigning and transferring by way of gift all of its rights, and interest in and to the Mortgage to VANCHORVERVE (the "Gift");
- C. VANCHORVERVE wishes to accept the Gift of the Mortgage;
- D. the Fair Market Value of the Mortgage, being the Fair Market Value of the Gift, is \$20,726,405.40;
- E. the Fair Market Value of the Lands as recorded on the most recent T3010 Registered Charity Information Return of Quest University Canada is \$110,000,000;

- F. the Mortgage is held by a registered charity and the Gift is being made to another registered charity;
- G. an independent valuation of the Mortgage is not required by law and would be expensive and time consuming; and
- H. Canada Revenue Agency's policy position is that a recipient registered charity should not issue official donation receipts for property donated to it by another registered charity.

NOW THEREFORE THIS DEED WITNESSETH THAT:

1. CHIMP hereby assigns and transfers by way of gift to VANCHORVERVE all of its right, title and interest in and to the Mortgage for VANCHORVERVE's sole use and benefit absolutely and VANCHORVERVE accepts the Mortgage effective the day and date first above written.
2. Upon delivery of this duly executed and completed Deed of Gift to VANCHORVERVE, CHIMP agrees to deliver to VANCHORVERVE forthwith a Declaration of Nominee Status in the form set out in Schedule "A" to this Deed of Gift, in respect of the Mortgage and CHIMP agrees to hold legal title thereto for the time being as a bare trustee for the benefit of VANCHORVERVE and to comply with all the terms and obligations agreed to in the said Declaration of Nominee Status.
3. VANCHORVERVE hereby acknowledges receipt of the gift of the Mortgage from CHIMP and accepts the gift of the Mortgage.
4. CHIMP and VANCHORVERVE agree to record the value of the Gift as \$20,726,405.40 in their financial statements and the T3010 Information Returns filed for the fiscal period in which the Gift is recorded.

IN WITNESS WHEREOF the parties have caused their respective seals to be affixed in the presence of their duly authorized officers in that behalf, all as of the day and year first above written.

THE CORPORATE SIGNATURE of)
 CHIMP: CHARITABLE IMPACT)
 FOUNDATION (CANADA) was affixed by:)
Christopher Richardson)
 Print Name of Authorized Signatory)
)
 _____)

CHIMP: CHARITABLE IMPACT FOUNDATION)
 (CANADA))
 Per Christopher Richardson)
 Authorized Signatory)

3

THE CORPORATE SIGNATURE of
VANHORVERVE FOUNDATION was
affixed by:

Leslie Brandmayr
Print Name of Authorized Signatory

) VANHORVERVE FOUNDATION

)
) Per Leslie Brandmayr
) Authorized Signatory

)
)
)

SCHEDULE "A" TO DEED OF GIFT

DECLARATION OF NOMINEE STATUS

CHIMP: CHARITABLE IMPACT FOUNDATION (CANADA) (the "Nominee") hereby declares and acknowledges that pursuant to a Deed of Gift dated the 22 day of January, 2018 between the Nominee and VANCHORVERVE FOUNDATION (the "Foundation") that as of and from January 22, 2018 the Nominee holds a mortgage and assignment of rents registered in the New Westminster Land Titles Office under numbers CA3682766 and CA3682767 over that certain parcel or tract of land and premises situate in the District of Squamish, in the Province of British Columbia, more particularly known and described as PID 026-175-835, Lot 1, District Lot 512 Group 1 NWD Plan BCP15538 Except Plan EPP17088 (the "Mortgage") as bare trustee and mere nominee for the benefit of the Foundation on the following terms and conditions:

- The Nominee will transfer, convey, assign, mortgage and otherwise dispose of the Mortgage to such organization or persons as the Foundation shall direct in writing.
- The Nominee will hold all rents and profits arising from the Mortgage as mere nominee for the account of the Foundation.
- The Nominee will transfer and make all payments required of the Foundation in the name of the Nominee upon receipt of such funds from the Foundation. The Nominee accepts no legal responsibility for any payment obligations until such time as the requisite funds are provided to the Nominee.
- The Nominee shall execute and deliver all such further documents and do such further acts and things as are necessary to ensure that the terms and conditions contained herein are satisfied in full.

The terms and conditions contained herein shall be binding on the Nominee, its administrators, successors and assigns.

IN WITNESS WHEREOF the Nominee has caused its seal to be affixed in the presence of its duly authorized officer in that behalf, this 22 day of January, 2018

THE CORPORATE SIGNATURE of)
 CHIMP: CHARITABLE IMPACT)
 FOUNDATION (CANADA) was affixed by:)
Christophe Richardson)
 Print Name of Authorized Signatory)
 _____)

CHIMP: CHARITABLE IMPACT FOUNDATION)
 (CANADA))
 Per Christophe Richardson)
 Authorized Signatory)

**LAND TITLE ACT
FORM DECLARATION**

Related Document Number: CA6591916

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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, the original or where designated by the Director, a true copy of the supporting document is in your possession and that the summary of the material facts set out in this declaration accurately reflects the material facts set out in each supporting document and if a supporting document is evidenced by an imaged copy the material facts of the supporting document are set out in the imaged copy of it attached. Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the Land Title Act.

Max Eli Wolinsky RU3475	Digitally signed by Max Eli Wolinsky RU3475 Date: 2018.02.08 15:37:05 -08'00'
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I, Max Wolinsky, have obtained consent from our client to correct item 5 on the Form C and have made such correction on the original executed Form C Charge to read as follows:

Transferor(s):

CHIMP: CHARITABLE IMPACT FOUNDATION (CANADA) (INC. NO. 448472-0)

NOTE:

A Declaration cannot be used to submit a request to the Registrar for the withdrawal of a document.

Fee Collected for Document: \$12.88

Last page.