

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

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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

Incorporation No

V6G 2Z6

CANADA

S0057464

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