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FORM\_C\_V19 (Charge)

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM C (Section 233) CHARGE

Jun-18-2014 10:45:37.001

CA3785386 CA3785387

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 5 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.

Gregory Joseph Lee USDQWA

Digitally signed by Gregory Joseph Lee USDQWA  
DN: c=CA, cn=Gregory Joseph Lee USDQWA, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm?id=USDQWA  
Date: 2014.06.18 10:40:15 -0700'

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)  
GREG LEE, BLAKE, CASSELS & GRAYDON LLP, BARRISTERS & SOLICITORS  
595 BURRARD STREET, P.O. BOX 49314 (604) 631-5252 LTO Client No: 11163  
SUITE 2600, THREE BENTALL CENTRE c/m: 70553/90013  
VANCOUVER BC V7X 1L3 Doc ID No: 50898928  
Document Fees: \$147.00 Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
<b>Modification</b>	CA2277533	Modification of Mortgage CA2277533
<b>Assignment of Rents</b>	CA2277534	Modification of AR CA2277534

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):  
**FORTIUS FOUNDATION (INC. NO. 4447018), A FEDERAL CORPORATION**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))  
**ROMSPEN INVESTMENT CORPORATION**  
SUITE 300 - 162 CUMBERLAND STREET Incorporation No  
TORONTO ONTARIO A0067154  
M5R 3N5 CANADA

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)

ROGER G. HOWAY  
Barrister & Solicitor  
BLAKE, CASSELS & GRAYDON LLP  
Suite 2600, Three Bentall Centre  
595 Burrard St., P.O. Box 49314  
Vancouver, B.C. V7X 1L3  
(604) 631-3356

Execution Date		
Y	M	D
14	06	03

Transferor(s) Signature(s)

FORTIUS FOUNDATION by its authorized signatory:

Name: SCOTT COUSENS

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.

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**027-414-892 LOT 1 DISTRICT LOT 77 GROUP 1 NEW WESTMINSTER DISTRICT PLAN  
BCP35150**

STC? YES

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

**025-550-322 LOT 1 DISTRICT LOTS 75, 76 AND 77 GROUP 1 NEW WESTMINSTER  
DISTRICT PLAN BCP281**

STC? YES

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

STC? YES

**TERMS OF INSTRUMENT - PART 2**

THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT OF RENTS made as of  
April 30, 2014,

BETWEEN:

**FORTIUS FOUNDATION (Inc. No. 4447018),**  
Suite 210, 1201 West Pender Street, Vancouver, BC V6E 2V2

(the "Mortgagor")

AND:

**ROMSPEN INVESTMENT CORPORATION (Inc. No. A0067154),**  
Suite 300, 162 Cumberland Street, Toronto, ON M5R 3N5

("RMI")

WITNESSES THAT WHEREAS:

A. By a mortgage dated November 17, 2011 (as extended, modified or amended, the "Mortgage") between the Mortgagor as mortgagor and RMI as mortgagee and registered in the New Westminster Land Title Office on November 18, 2011 under No. CA2277533, the Mortgagor did grant and mortgage unto RMI those certain parcels of land and premises situate in the City of Burnaby, Province of British Columbia and being more particularly known and described in the attached Form C General Instrument (the "Lands") to secure repayment of the sum of \$20,000,000.00 together with interest and other charges as provided in the Mortgage subject to a proviso for redemption of the Lands on payment to RMI of the sum set out therein together with interest as therein provided;

B. By an assignment of rents dated November 17, 2011 (as extended, modified or amended, the "Assignment of Rents") between the Mortgagor as assignor and RMI as assignee and registered in the New Westminster Land Title Office on November 18, 2011 under No. CA2277534, the Mortgagor assigned, transferred and granted any and all rents thereafter to become due under any and all leases and agreements to lease with respect to the Lands as additional security to the Mortgage;

C. For good and sufficient reason the parties hereto have agreed to modify the Mortgage and Assignment of Rents in the manner hereinafter described.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), the parties hereto hereby agree as follows:

1. From and including the date hereof (the "Effective Date") the Mortgage shall be amended as follows:

(a) Section 5(a) shall be deleted in its entirety and the following substituted therefor:

"(a) Principal Amount

\$25,000,000.00”;

(b) Section 5(e) shall be deleted in its entirety and the following substituted therefor:

“(e) Payment Dates: N/A”;

(c) Section 5(i) shall be deleted in its entirety and the following substituted therefor:

“(i) Last Payment Date: N/A”; and

(d) Section 5(l) shall be deleted in its entirety and replaced with the following:

“(l) Balance Due Date: 15/04/01”.

2. The Assignment of Rents shall be amended by adding to the definition of Mortgage in Recital B the words “as amended, modified or replaced (the “Mortgage”)”; and by deleting the reference to \$20,000,000 in that paragraph and replacing it with “\$25,000,000.00”.

3. The Mortgagor covenants with RMI to pay the principal sum together with interest and all other moneys secured by or payable under the Mortgage as hereby amended as and when the same become due and payable and to observe and perform all of the terms, conditions, provisos and covenants in the Mortgage as hereby amended.

4. The Assignment of Rents shall from the Effective Date be read and construed as being additional and equal ranking security for the repayment of the moneys secured by the Mortgage as amended by this Modification of Mortgage and Assignment of Rents.

5. This Modification of Mortgage and Assignment of Rents shall from the Effective Date be read and construed along with the Mortgage and shall, together with all the terms, covenants and conditions thereof, be and continue to be of full force, virtue and effect, save as the same is hereby modified.

6. The Mortgagor covenants and agrees that this Modification of Mortgage and Assignment of Rents will be subject to the same terms, conditions and provisos as those contained in the Mortgage as herein modified and shall be void on payment of all the moneys due under the Mortgage as herein amended and on the performance of all the covenants on the part of the Mortgagor therein and herein to be performed.

7. This Assignment and Modification of Mortgage and Assignment of Rents does not prejudice any rights which RMI may have under the Mortgage and shall not create any merger or alter or prejudice the rights of RMI as regards any security collateral to the Mortgage or as regards any surety or subsequent encumbrances or any person not a party hereto liable to pay the mortgage moneys or interested in the Lands all of which rights are hereby reserved.

8. That the Mortgagor does hereby mortgage the Lands unto RMI as security for all principal and interest now and hereafter due under the Mortgage as herein modified.

9. This Modification of Mortgage and Assignment of Rents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and wherever the singular and masculine are used throughout this Modification of Mortgage and Assignment of Rents the same shall be construed as meaning the plural or feminine or neuter where the context or the parties so require.

**END OF DOCUMENT**