

**Fortius Foundation  
Mortgage Agreement with  
Bank of Montreal  
\$20 Million  
(2018)**

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Oct-01-2018 11:24:38.001

CA7099996 CA7099997

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 7 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.

Edward Jia Tong Wang ALT1Z1  
Digitally signed by Edward Jia Tong Wang ALT1Z1  
Date: 2018.10.01 11:05:32 -07'00'

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

**Borden Ladner Gervais LLP**

1200 - 200 Burrard Street

P.O. Box 48600

Vancouver

BC V7X 1T2

Tel. No. 604-687-5744

File No. 500001-006471

Client No. 10439

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))

**FORTIUS FOUNDATION**

1500 WEST GEORGIA STREET, SUITE 1250

VANCOUVER

V6G 2Z6

BRITISH COLUMBIA

CANADA

Incorporation No

4447018

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

**BANK OF MONTREAL**

A CANADIAN CHARTERED BANK, HAVING A BRANCH OFFICE AND POSTAL ADDRESS AT  
4720 KINGSWAY, SUITE 2200

BURNABY

CANADA

BRITISH COLUMBIA

V5H 4N2

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment	Y	M	D
\$20,000,000	Prime Rate plus 5.00% per annum	Date: N/A			
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment			
Monthly, not in advance	First day of each month	Date: N/A			
(g) Amount of each periodic payment:	(h) <i>Interest Act</i> (Canada) Statement.	(i) Last Payment			
N/A	The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	Date: N/A			
(j) Assignment of Rents which the applicant wants registered ?	(k) Place of payment:	(l) Balance Due			
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	POSTAL ADDRESS IN ITEM 4	Date: ON DEMAND			
If YES, page and paragraph number:					
Page 14, Paragraph F.1 D.F. No. MT160005					

**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 checked="" type="checkbox"/> NO <input type="checkbox"/>
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8. INTEREST MORTGAGED:

Freehold

Other (specify)  Lease BB836781 transferred from CA2860030 (as to PID: 025-550-322)

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: MT160005

(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:

SEE SCHEDULE

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)

\_\_\_\_\_

Roger G. Howay

Solicitor

3713 Kensington Avenue

Burnaby, BC

Execution Date		
Y	M	D
18	09	26

Borrower(s) Signature(s)

FORTIUS FOUNDATION

By its authorized signatory:

\_\_\_\_\_

Name: Scott Cousens

Title: Chairman

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.

Status: Registered

Doc #: CA7099996

RCVD: 2018-10-01 RQST: 2020-06-22 13.56.08

FORM\_E\_V23

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 3 OF 7 PAGES

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

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

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

STC? YES

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 4 of 7

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

**10. ADDITIONAL OR MODIFIED TERMS:\***

10.1 The Standard Mortgage Terms are modified as follows:

- (a) by replacing the definition of "Lease" in Section B (Definitions) of the Standard Mortgage Terms with the following:

**"Lease" means the lease agreement dated February 28, 2008 between the City of Burnaby, as lessor, New Dimensions Foundation (Inc. No. 436886-0) as lessee and registered in the Land Title Office (the "LTO") under Registration Number BB1836781, as assigned to Multisport Centre of Excellence Foundation, pursuant to an assignment of lease registered in the LTO under Registration Number BB0909758 and a change of name from Multisport Centre of Excellence Foundation to Fortius Foundation, registered in the LTO under Registration Number CA2860030, and any lease with respect to all or any part of the real property located at 3677 Kensington Avenue, Burnaby, BC and legally described as PID: 025-550-322, Lot 1 District Lots 75, 76 and 77 Group 1 New Westminster District Plan BCP281, which may be entered into in replacement or renewal of such lease, as any of the foregoing may be amended from time to time";**

- (b) by the addition of the following definition to Section B (Definitions) of the Standard Mortgage Terms in the appropriate place such that this definition and the other definitions in Section B are all in alphabetical order:

**"Mortgagor's Interest" means the Mortgagor's presently held right, title and interest, described in Item 8 of the Mortgage, in and to the Mortgaged Land and any other right, title or interest that the Mortgagor may in the future acquire in the Mortgaged Land and includes, without limitation, all the Mortgagor's right, title and interest as the registered owner of the fee simple or of any charge affecting the Mortgaged Land.";**

- (c) by the deletion of the word "or" at the end of Section I (Default), Paragraph 14 of the Standard Mortgage Terms;

- (d) by the deletion of the period and the addition of a semi-colon and the word "or" at the end of Section I, Paragraph 15 of the Standard Mortgage Terms;

- (e) by the addition of a new paragraph 16 to Section I of the Standard Mortgage Terms as follows:

**"16. without the prior written consent of the Mortgagee, the Mortgagor creates or permits to exist any mortgage, lien or charge on, claim against, or security interest in, the Mortgagor's Interest."**

- (f) by the addition of new paragraphs 27, 28 and 29 to Section L (Miscellaneous) of the Standard Mortgage Terms as follows:

**"27. Loan Commitment. If this Mortgage is granted pursuant to a letter of agreement in respect of the loan secured by this Mortgage, issued by the Mortgagee or its agent and accepted by the Mortgagor or a loan application made by the Mortgagor and accepted by the Mortgagee or its agent (herein called the "Loan Commitment"), the provisions of the Loan Commitment which are not expressly restated herein or in any collateral or other security documentation which is to be executed and delivered to the Mortgagee by the**

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

PAGE 5 of 7

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

**Mortgagor or any guarantor or covenantor, shall survive the execution and registration of this Mortgage and there shall be no merger of such provisions in this Mortgage or the collateral or other security documents, until the Mortgagor and the Mortgagee, by an appropriate instrument in writing so declare. If in the opinion of the Mortgagee there shall exist any conflict between the terms of the Loan Commitment and the terms of this Mortgage, then the terms of the Loan Commitment shall govern and take precedence. It is understood and agreed that a default under the terms of the Loan Commitment shall constitute a default under this Mortgage and shall entitle the Mortgagee to exercise all of its rights and remedies contained in this Mortgage.**

**28. Acceleration Upon Sale or Other Disposition.**

**28.1 It is understood and agreed between the parties hereto that in the event of the Mortgagor selling, conveying, transferring or entering into an agreement for the sale or transfer of the Mortgaged Land or any portion thereof or any interest therein to a purchaser or transferee not approved of in writing by the Mortgagee, the whole of the principal sum hereby secured together with interest thereon at the Applicable Rate, interest on overdue interest, the full amount of all legal fees, costs, charges and expenses incurred by the Mortgagee and all other moneys owing or secured under this Mortgage shall, at the option of the Mortgagee and notwithstanding the other provisions of this Mortgage, immediately become due and be paid and the Mortgagee may exercise any and all remedies under this Mortgage or otherwise available to the Mortgagee. Notwithstanding the foregoing, any agreement between the Mortgagor and the Mortgagee as set out in the Loan Commitment or in any other agreement between the Mortgagee and the Mortgagor with respect to profit participation, ownership, or other remuneration and consideration to the Mortgagee shall remain in force and be binding upon the Mortgagor.**

**28.2 It is understood and agreed between the parties hereto that, if the Mortgagor is a corporation, in the event that part of or all of the shares or voting rights of the Mortgagor, or of a corporation that is an associate or affiliate of the Mortgagor (as "associate" (in section 195) and "affiliate" are defined in the Business Corporations Act (British Columbia) as amended, or any statute enacted in replacement therefor), are allotted, issued, cancelled, redeemed or transferred (whether by amalgamation, assignment, bequest, inheritance, operation of law or otherwise) so as to result in a change from the effective voting or other control of the Mortgagor by the person or persons holding control on the date of execution of this Mortgage, such change in control shall be deemed to be a transfer of the Mortgaged Land to which paragraph 28.1 above shall apply. This paragraph 28.2 shall not apply to any transfer of shares which are listed on a recognized stock exchange in Canada.**

**29. Sale of Mortgaged Land. The Mortgagor agrees that all monies secured by this Mortgage shall at the option of the Mortgagee become immediately due and payable in full, in the event the Mortgaged Land or any part thereof or any interest therein is sold, conveyed, transferred, exchanged, assigned, mortgaged, leased, foreclosed or otherwise disposed of, or the Mortgagor enters into any agreement to effect any of the foregoing to any person, whether for nominal or valuable consideration, without the Mortgagee's prior**

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

PAGE 6 of 7

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**written consent and, if required by the Mortgagee, the entering into of an assumption agreement in the form required by the Mortgagee.”**

**11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:****AS TO PID: 027-414-892:**Legal Notations:

- (i) Hereto is annexed Easement BB836775 over Part of Lot 2 Plan BCP35150;
- (ii) Hereto is annexed Easement BB836776 over Part of Lot 137 Block 4 Plan 3051 shown on Plan BCP35156; and
- (iii) Hereto is annexed Easement BB836777 over Part of Lot 138 Block 4 Plan 3051 shown on Plan BCP35156;

Charges, Liens and Interests:

- (i) Undersurface and Other EXC & RES BB201345;
- (ii) Statutory Right of Way BB836751;
- (iii) Covenant BB836753;
- (iv) Covenant BB836754;
- (v) Covenant BB836755;
- (vi) Covenant BB836756;
- (vii) Covenant BB836757;
- (viii) Covenant BB836758;
- (ix) Covenant BB836759;
- (x) Covenant BB836760;
- (xi) Covenant BB836761;
- (xii) Covenant BB836762;
- (xiii) Statutory Right of Way BB836764;
- (xiv) Statutory Right of Way BB836766;
- (xv) Easement BB836772;
- (xvi) Covenant BB836773;
- (xvii) Mortgage CA3114099 in favour of Telus Corporation;
- (xviii) Assignment of Rents CA3114100 in favour of Telus Corporation;
- (xix) Statutory Right of Way CA3413733; and
- (xx) Statutory Right of Way CA4258143.

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

PAGE 7 of 7

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**AS TO PID: 025-550-322:**Legal Notations:

Notice of Interest, *Builders Lien Act* (s.3(2)), see CA506486 filed 2017-12-13;

Charges, Liens and Interests:

- (i) Undersurface Rights AA82856;
- (ii) Undersurface Rights AB107312;
- (iii) Undersurface Rights Y164233;
- (iv) Undersurface Rights Y186529;
- (v) Statutory Right of Way A17262;
- (vi) Statutory Right of Way A32793;
- (vii) Statutory Right of Way BJ121603;
- (viii) Statutory Right of Way BT255819;
- (ix) Statutory Right of Way BT255821;
- (x) Statutory Right of Way BT255823;
- (xi) Statutory Right of Way BT255825;
- (xii) Statutory Right of Way BT265693;
- (xiii) Lease BB836781 in favour of Fortius Foundation;
- (xiv) Mortgage CA3114099 in favour of Telus Corporation; and
- (xv) Assignment of Rents CA3114100 in favour of Telus Corporation.

**END OF DOCUMENT**