

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT  
FORM B (Section 225)

Jun-27-2014 16:22:24.043

CA3809860 CA3809861

MORTGAGE - PART 1 Province of British Columbia

PAGE 1 OF 4 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.

**Mandeep Randy Singh Dhaliwal J7D3Y2**  
Digitally signed by Mandeep Randy Singh Dhaliwal J7D3Y2  
DN: o=CA, cn=Mandeep Randy Singh Dhaliwal J7D3Y2, o=Lawyer, ou=Verify ID at www.juricert.com/LKUP.cfm? id=J7D3Y2  
Date: 2014.06.24 12:03:31 -07'00'

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

Irving D. Laskin (Julia Hagel)

LAWSON LUNDELL LLP, Barristers & Solicitors

16th Floor - 925 West Georgia Street

Vancouver

BC V6C 3L2

Ph: 604-685-3456

LTO Client No. 010431

File No. 27575-95035 Doc. No. 10716289

Document Fees: \$147.00

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))

**HOWE STREET VENTURES LTD.**

SUITE 501, 1067 WEST CORDOVA STREET

VANCOUVER

V6C 1C7

BRITISH COLUMBIA

CANADA

Incorporation No

BC06833469

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

**FULCRUM CAPITAL PARTNERS INC.**

SUITE 1020 - 885 WEST GEORGIA STREET

VANCOUVER

CANADA

BRITISH COLUMBIA

V6C 3E8

5. PAYMENT PROVISIONS:

(a) Principal Amount:	(b) Interest Rate:	(c) Interest Adjustment	Y	M	D
\$50,000,000	13.5% per annum	Date: N/A			
(d) Interest Calculation Period:	(e) Payment Dates:	(f) First Payment			
Monthly	N/A	Date: N/A			
(g) Amount of each periodic payment:	(h) <i>Interest Act</i> (Canada) Statement.	(i) Last Payment			
Interest only	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 Items 4	Date: N/A			
If YES, page and paragraph number:					
Pages 21 and 22 Paragraph 10 D.F. No. MT990021					

**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)

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: MT990021

(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:

Easement and Indemnity Agreement 141833M in favour of the City of Vancouver  
 Indemnity Agreement 479265M in favour of the City of Vancouver  
 Easement and Indemnity Agreement 499823M in favour of the City of Vancouver  
 Those easements, covenants and statutory rights of way in favour of the City of Vancouver  
 necessary or desirable for the provision of utilities or public access

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)

\_\_\_\_\_

E.Neil Kornfeld, Q.C.  
 Barrister & Solicitor  
 1100-505 Burrard Street  
 Vancouver, B.C. V7X 1M5  
 Telephone: (604) 331-8300

Execution Date		
Y	M	D
14	6	23

Borrower(s) Signature(s)

HOWE STREET VENTURES LTD.,  
 by its authorized signatory:

\_\_\_\_\_

Judy Leung

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\_V20

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

Related Plan Number: **EPP40230**

STC for each PID listed below? YES

[PID] [LEGAL DESCRIPTION – must fit in a single text line]

**NO PID NMBR LOT A DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP40230**

**NO PID NMBR LOT B DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP40230**

**NO PID NMBR LOT C DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP40230**

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

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:**

The Mortgagee's Standard Mortgage Terms No. MT990021 forming Part 2 of this Mortgage are hereby amended as follows:

1. In section 1.1.1, words "Condominium Act (British Columbia) and any amendments thereto" are deleted and the following substituted therefor:

**"Strata Property Act** (British Columbia) and any amendments thereto;"

2. Section 1.1.2 is hereby deleted and the following substituted therefor:

**"Indebtedness"** means all present and future debts and liabilities, matured or not, direct or indirect, absolute or contingent, now or at any time and from time to time hereafter due or owing to the Mortgagee from or by the Mortgagor, including without limitation, all debts and liabilities in respect of or in connection with:

- (a) outstanding direct advances made by the Mortgagee to or for the benefit of the Mortgagor or Abbey West Properties Inc. (the **"Borrower"**);
- (b) the amount payable by the Mortgagor to the Mortgagee under any guarantee of the indebtedness of the Borrower or any other Person, or under any other instrument or agreement in favour of the Mortgagee granted by the Mortgagor, alone or with any other Person;"

3. Section 1.1.6 shall be deleted and the following substituted therefor:

**"Mortgagee"** means Fulcrum Capital Partners Inc., and its successors and assigns

4. In the heading of Part 7, the words **"Condominium Act"** are deleted and the words **"Strata Property Act"** are substituted therefor.

5. In section 7.1.2, the words "a Form B certificate under the schedule to the Act" are deleted and the following substituted therefor:

"a certificate in Form G under the regulations made pursuant to the Act, as they may be amended from time to time,"; and

6. In section 7.1.10, the words "a Form A certificate under the schedule to the Act" are deleted and the following substituted therefor:

"a certificate in form F under the regulations made pursuant to the Act, as they may be amended from time to time".

END OF DOCUMENT