

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 2

Properties

PIN 04118 - 0027 LT *Interest/Estate* Fee Simple
Description PT LT 2 & LTS 3 & 4, PL 15558 , W/S METCALFE ST, AS IN N704662 ;
 OTTAWA/NEPEAN
Address 252 METCALFE STREET
 OTTAWA

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name TRINITY WESTERN UNIVERSITY
Address for Service 7600 Glover Road
 Langley, British Columbia V2Y 1Y1

I, Jim Poulsen, Vice-President of Finance, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)*Capacity**Share*

Name VALIANT TRUST COMPANY
Address for Service in trust for Trinity Western University Note Indenture Program
 Suite 310, 606 - 4th Street SW
 Calgary, Alberta T2P 1T1

Provisions

Principal \$ 6,000,000.00 *Currency* CDN
Calculation Period monthly
Balance Due Date On Demand
Interest Rate prime plus 3% per annum
Payments
Interest Adjustment Date
Payment Date On Demand
First Payment Date
Last Payment Date
Standard Charge Terms 20015
Insurance Amount full insurable value
Guarantor

Additional Provisions

Notice is hereby given to every person dealing with title to the Property that the liabilities secured by this Charge/Mortgage include, without limiting the generality of any other provisions hereof, the liabilities of the Chargor to the Chargee with respect to any banker's acceptances from time to time issued by the Chargor and accepted by the Chargee and with respect to any letters of credit or letters of guarantee from time to time issued by the Chargee at the request of the Chargor and that advances by the Chargee not exceeding from time to time the aggregate amount referred to herein are contemplated and secured by this Charge/Mortgage and that with respect to any such bankers' acceptances and any such letters of credit or letters of guarantee, the Chargee is hereby requested and thereby required, subject to the defences available to any obligant thereunder, from the date of acceptance of each such bankers' acceptance and from the date of issuance of each such letter of credit or letter of guarantee, to make the advances contemplated therein in accordance with the terms thereof.

Without the prior written consent of the Chargee, the Chargor shall not and shall not have the power to:

(a) grant, create or permit to be created any mortgage, charge or security interest in, encumbrance or lien over, or claim against the Property, or any part thereof, which ranks or could in any event rank in priority to or pari passu with the charge of this Charge/Mortgage; or

(b) issue or have outstanding at any time any secured or unsecured bonds, debentures, debenture stock or other evidences of indebtedness of the Chargor or of any predecessor in title of the Chargor issued under a trust deed or other instrument in favour of a trustee.

The Chargee may exercise its rights and remedies hereunder immediately upon default, and the Chargor hereby confirms that except as may be expressly otherwise provided herein or in any other written agreement between the Chargor and the Chargee contemplating the granting of this Charge/Mortgage, the Chargee has not given any covenant, express or implied, and is under no obligation to allow the Chargor any period of time to remedy any default prior to the Chargee exercising its rights and remedies hereunder.

Any right or option contained in the referenced Standard Charge Terms to prepay or repay prior to the date of final payment hereunder the whole balance or any portion of the principal monies remaining unpaid hereunder may only be exercised in the absence of any agreement to the contrary with respect to all or any portion of the debts, liabilities and obligations from time to time secured hereby.

Modifications to Standard Charge Terms 20015:

The definition of "Prime Rate" as set out in Section 4. (a) of the herein referenced Standard Charge Terms shall be amended by replacing the word "Chargee" with "Royal Bank of Canada" in each instance therein.

Signed By

Ann Woodland	59103.353400-1 First Canadian Place Toronto M5X 1A4	acting for Chargor(s)	Signed	2011 04 11
Tel	416-777-4886			
Fax	4168631716			

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

BENNETT JONES LLP	59103.353400-1 First Canadian Place Toronto M5X 1A4		2011 04 11
Tel	416-777-4886		
Fax	4168631716		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Chargor Client File Number : 67348.1

MORTGAGE - 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.

John Allen
Cherrington
GPCVRY

Digitally signed by John Allen
Cherrington GPCVRY
DN: c=CA, cn=John Allen Cherrington
GPCVRY, o=Lawyer, ou=Verify ID at
www.juricert.com/LKUP.cfm?
id=GPCVRY
Date: 2011.04.11 08:55:34 -07'00'

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

LINDSAY KENNEY LLP

BARRISTERS & SOLICITORS

9067 CHURCH STREET

FORT LANGLEY

BC V1M 2R9

604-888-5811

LTO Client No:

File: 20110874/TRINITY

Document Fees: \$71.90

STC Fees: \$10.20

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

SEE SCHEDULESTC? YES

3. BORROWER(S) (MORTGAGOR(S)): (including postal address(es) and postal code(s))

TRINITY WESTERN UNIVERSITY

7600 GLOVER ROAD

LANGLEY

V2Y 1Y1

BRITISH COLUMBIA

CANADA

Incorporation No

97-PA

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

SEE SCHEDULE

5. PAYMENT PROVISIONS:

(a) Principal Amount: \$6,000,000.00	(b) Interest Rate: Prime plus 3% per annum	(c) Interest Adjustment Date: N/A	Y	M	D
(d) Interest Calculation Period: Monthly	(e) Payment Dates: On Demand	(f) First Payment Date: On Demand			
(g) Amount of each periodic payment: N/A	(h) <i>Interest Act</i> (Canada) Statement. The equivalent rate of interest calculated half yearly not in advance is N/A % per annum.	(i) Last Payment Date: On Demand			
(j) Assignment of Rents which the applicant wants registered ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If YES, page and paragraph number:	(k) Place of payment: Postal address in Item 4	(l) Balance Due Date: On Demand			

6. MORTGAGE contains floating charge on land ?
YES NO

7. MORTGAGE secures a current or running account ?
YES NO

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
- (c) Express Mortgage Terms

D F Number: MT900186

(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:

As to PID: 000-031-054

Right of First Refusal No. CA1035580 in favour of Helene Tollovson and Yenita Vani

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)

Execution Date

Borrower(s) Signature(s)

JOHN A. CHERRINGTON
BARRISTER & SOLICITOR
9067 CHURCH STREET
FORT LANGLEY, B.C. V1M 2R9

Y	M	D
11	04	08

TRINITY WESTERN UNIVERSITY
by its authorized signatory(ies):

James Poulsen

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

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

000-031-054 LOT 6, SECTIONS 61 AND 71, SOUTH SALT SPRING ISLAND, COWICHAN DISTRICT, PLAN 29658

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

STC? YES

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

PAGE 4 OF 5 PAGES

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

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

VALIANT TRUST COMPANY (Registration No. A0064607),
In Trust for TRINITY WESTERN UNIVERSITY NOTE INDENTURE PROGRAM,
310, 606 - 4th Street SW, Calgary, Alberta. T2P 1T1

10. ADDITIONAL OR MODIFIED TERMS:**1. COLLATERAL SECURITY:**

This Mortgage is granted for valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Mortgagor) as general and continuing collateral security for payment and satisfaction of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, of whatsoever nature and kind and howsoever arising, at any time and from time to time owing or payable by the Mortgagor to the Mortgagee, all as may be more fully set forth in the Filed Standard Mortgage Terms (referred to in Item 9 of Form B) which form part of this Mortgage and Defeasance Option #3 under Section 3 of the said Filed Standard Mortgage Terms applies to this Mortgage, and in interpreting this Mortgage, Section 21 of the said Filed Standard Mortgage Terms shall be read subject to the following:

NOTICE IS HEREBY GIVEN to every person dealing with the title to the Mortgaged Land that the liabilities secured by this Mortgage include, without limiting the generality of any other provisions hereof, the liabilities of the Mortgagor to the Mortgagee with respect to any bankers' acceptances from time to time issued by the Mortgagor and accepted by the Mortgagee and with respect to any letters of credit or letters of guarantee from time to time issued by the Mortgagee at the request of the Mortgagor and that advances by the Mortgagee not exceeding from time to time the aggregate amount referred to herein are contemplated and secured by this Mortgage and that with respect to any such bankers' acceptances and any such letters of credit or letters of guarantee, the Mortgagee is hereby and thereby required, subject to the defences available to any obligant thereunder, from the date of acceptance of each such bankers' acceptance and from the date of issuance of each such letter of credit or letter of guarantee, to make the advances contemplated therein in accordance with the terms thereof.

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

PAGE 5 OF 5 PAGES

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

2. The following shall be added immediately following Section 8 of the said Filed Standard Mortgage Terms:

"8A. PROHIBITIONS

Without the prior written consent of the Mortgagee, the Mortgagor shall not and shall not have the power to:

(a) grant, create or permit to be created any mortgage, charge or security interest in, encumbrance or lien over, or claim against the Mortgaged Land or any part thereof which ranks or could in any event rank in priority to or pari passu with the charge of this Mortgage; or

(b) issue or have outstanding at any time any secured or unsecured bonds, debentures, debenture stock or other evidences of indebtedness of the Mortgagor or of any predecessor in title of the Mortgagor issued under a trust deed or other instrument running in favour of a trustee."

3. The following shall be added immediately following Section 20 of the said Filed Standard Mortgage Terms:

"20A. IMMEDIATE PAYMENT AND PREPAYMENT

The Mortgagee may exercise its rights and remedies hereunder immediately upon default, and the Mortgagor hereby confirms that except as may be expressly otherwise provided herein or in any other written agreement between the Mortgagor and the Mortgagee contemplating the granting of this Mortgage, the Mortgagee has not given any covenant, express or implied, and is under no obligation to allow the Mortgagor any period of time to remedy any default prior to the Mortgagee exercising its rights and remedies hereunder.

Any right or option contained in the said Filed Standard Mortgage Terms to prepay or repay prior to the date of final payment hereunder the whole balance or any portion of the principal monies remaining unpaid hereunder may only be exercised in the absence of any agreement to the contrary with respect to all or any portion of the debts, liabilities and obligations from time to time secured hereby."

4. Section 41 of the said Filed Standard Mortgage Terms shall be amended by deleting the first sentence thereof and substituting the following therefor:

"For the purposes of these provisions, the "Condominium Act" means the Strata Property Act, S.B.C. 1998, c. 43 as amended by the Strata Property Amendment Act, 1999, S.B.C. 1999, c. 21 and any amendments thereto or replacements thereof in effect from time to time."