

Mortgage Commitment

Response: Apr-04-2014 04:39:49 PM EST

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BROKER INFORMATION

Name: Origination Mortgage Corp.

Address: 2061 Abbott Street Kelowna BC V1Y 1C5

Attention: Steve Nicholson

Application Reference #:OMGC-292

LENDER INFORMATION

Name: TD Canada Trust

Address: 3500 Steeles Avenue East Tower 3 Level 2 Markham ON L3R0X1

Lender Reference #: 1085979

Mortgage Insurance Reference #:

APPLICANT INFORMATION

Applicant: Rob Anderson

Lynn Anderson

Property Information

Address: 2275 Aberdeen RD S Kelowna BC V1Y2T3

With reference to the above, TD Canada Trust is pleased to provide a mortgage loan offer, under the following terms and conditions:

Loan		Terms	Payment	
Purchase/Value	\$ 580,000.00	Mortgage Type	First	Principal and Interest \$ 1,177.58
Downpayment	\$ 280,000.00	Term Type	Closed	Taxes (Estimated) \$ 435.88
Amount	\$ 300,000.00	Interest Rate	2.450%	Taxes Paid By Borrower
Insurance Premium		Term (Months)	60	Total Installment \$ 1,613.46
Total Loan	\$ 300,000.00	Amortization (Months)	360	
Other Mortgages		Frequency	Monthly	Commitment Expires 01-Aug-2014
Closing Date	30-May-2014			

LENDER AUTHORIZATION

All of our normal requirements and, if applicable, those of the mortgage insurer must be met. All costs including legal, survey, mortgage insurance, etc. are for the account of the applicant(s). The mortgage insurance premium (if applicable) will be added to the mortgage. This mortgage is subject to the details and terms outlined as well as the conditions described on the attached Schedule A.

Approved by: Nigel Peyrau

TD CANADA TRUST

CLIENT ACCEPTANCE

I/We the undersigned applicant(s) accept the terms of this mortgage as stated above and agree to fulfill the conditions of approval as outlined on the attached Schedule A to the lender's satisfaction. I/We further certify that the information given on the mortgage application is true and correct.

Applicant: Rob Anderson

Signature _____

Date _____

Applicant: Lynn Anderson

Signature _____

Date _____

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CONDITIONS OF APPROVAL**CONDITIONS**

- ☐ **Appraisal Report Required**
Satisfactory appraisal addressed to TD Canada Trust as prepared by an AIC or CNAREA designated appraiser to meet our RESIDENTIAL standards for conventional mortgages in all respects to be sent by the appraiser directly to the following TD NAS generic id TD.NASBroker@td.com
A) Loan to value not to exceed 80 % (Value of House on maximum 5 acres - excluding outbuildings, if applicable).
B) Property not to be Hotel suite, Rental pool or Quarter ownership
C) The dwelling square footage must be minimum 850 for House, and 600 Condo
D) If the appraisal does not meet TD Canada Trust guidelines of conventional financing, the mortgage may require CMHC/Genworth insurance.
Note: Appraisals will not be accepted if not addressed to TD. A letter of transmittal with attached appraisal report will be requested in these cases.
(Source of Business)
- ☐ This is a BRANCH FULFILLMENT MORTGAGE. Under this program, the clients will sign mortgage documents at the TD Canada Trust servicing branch.
- PRE-AUTHORIZED PAYMENT PLAN: Upon acceptance of the mortgage commitment, the client is required to complete the following and attach a VOID CHEQUE (fax copy to TD IMAC)
- MORTGAGE PAYMENT OPTIONS:
Is the payment coming from a TD Canada Trust Account ?
If Yes, please provide: the Bank Account # _____ and Branch Transit # _____
If No, please provide: the Name of the Financial Institution _____ and your Account # _____
You will need to take the original voided cheque on this bank account with you to your lawyer when you complete your mortgage documentation. (Applicant)
- ☐ The terms in this commitment cannot be altered unless confirmed in writing by TD Canada Trust.
- ☐ **Power of Attorney disclaimer**
Use of Power of Attorney to close a transaction must have TD Canada Trust approval.
* TD needs to be advised of the relation between applicant and POA, the reason the applicant can not be present to close the transaction, the applicant and Attorney must be TD Canada Trust clients (current account # required to confirm
(Source of Business)
- ☐ The last 2 Years Notice of Assessments (NOA) confirming the average annual income from line 150 as stated with no tax owing. (Source of Business)
- ☐ **COLLATERAL CHARGE - Mortgage Loan Agreement**
TD Canada Trust Mortgage Loans are now secured by a collateral charge. Customers have the opportunity to register the collateral charge for an amount greater than the approved principal amount of the mortgage loan, up to a maximum of 125% of the property value.
Please complete the following: (Client to initial by the appropriate response and sign below.)
() Yes, please register the collateral charge for \$ _____ (which can be up to a maximum of 125% of the APPRAISED property value).
() No, please register for the MORTGAGE LOAN amount
Client(s) to sign here: _____ (Applicant)
- ☐ **Void Cheque Required**
(Applicant)
- ☐ **KYC-Employer Address:**
Please provide complete employer details to include legal address, postal code and phone number. Please note that we can no longer accept P.O Boxes.
(Source of Business)

Date:

Initials:

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CONDITIONS

- ☐ Business for Self Verification of Employment ? CONVENTIONAL

Client to provide one form of written third party documentation to confirm BFS status.
At least one document must provide evidence of at least 3 full years of self-employment such as:

- ? Master Business License
 - ? Business Registration
 - ? Articles of Incorporation
 - ? GST/HST Returns
 - ? Audited financial Statements
 - ? Financial Statements prepared by a licensed accountant
 - ? Last 3 years income tax returns supported by 3 years Notice of Assessments.
 - ? Active business account opened 3 years ago or more.
- (Source of Business)

- ☐ Copy of firm Purchase Agreement including all schedules, amendments and waivers. (Applicant)
- ☐ o Bona fide savings - confirmed from the clients current bank statements with minimum 30 days history
o Non repayable gift letter
o From relative or immediate family member
o Must include confirmation of the gifts existence
o Confirmation that funds are on deposit in applicant's account prior to funding
o Liquid/Other Assets - current investment or portfolio statements required
o Net proceeds from the sale of property - copy of executed offer to purchase with current mortgage statement confirming equity position (Source of Business)
- ☐ Please be advised that the Condition Notification will be communicated to you via your email address that is stored on Morty and the Condition Notification will no longer be sent via fax. (Source of Business)
- ☐ Receipt of an MLS listing with photo of the subject property. (Applicant)
- ☐ Receipt of a signed approval and all applicable conditions within 10 days of approval date or this approval may be cancelled without further notice. (Applicant)
- ☐ I/We accept the Offer to provide mortgage financing and agree to be bound by the terms, conditions and provisions contained herein. I/We hereby authorize TD Canada Trust, its successor and/or assigns, to make whatever credit/payoff inquiries it deems necessary in connection with my/our credit application or in the course of review or collection of any credit extended in reliance on the application. I/We hereby authorize any person or consumer reporting agency to compile and furnish any information it may have or obtain in response to such credit inquiries. I/We authorize this document to be reproduced by a copy machine to facilitate multiple credit and payoff inquiries.
- ☐ Clients have selected the VARIABLE INTEREST RATE (VIRM) - CLOSED TERM with details as follows:
- 5 year term
- Interest Rate is set at the TD Mortgage Prime Rate less -0.55, and changed in TD's discretion
- Interest is compounded Monthly
- Mortgage payments remain fixed for the term, subject to customer change or bank triggered changes.
Conversion:
- Clients have the option of converting the VIRM to a fixed rate mortgage at the rate then in effect for the term which you select, but such term must, at minimum, be equivalent to the lesser of three (3) years or the remaining period of your Term

Pre-Payment Privileges with a Charge:

- Mortgage may be prepaid upon payment of compensation calculated as three months (90 days) interest

Pre-Payment Privileges without a Charge

- Each calendar year, on any regular payment date, on written notice, mortgagors can increase their regular payment without charge, to a maximum of 100%
- Each calendar year mortgagors may also prepay up to 15% of the original mortgage principal amount without charge. This privilege is not cumulative from year to year.

Conventional VIRMs : If at any time the outstanding Principal Amount (including and Deferred Interest) exceeds 80% of the fair market value of the Mortgaged Property as determined by us (with or without an appraisal/valuation), (such amount being the Trigger Point), we will give you notice of such excess (the Trigger Point Excess) and within thirty (30) days of receiving that notice you must do one of the following:

- i. make a lump sum payable to us at least equal to the amount of the Trigger Point Excess; or
- ii. satisfy us that the outstanding Principal Amount (including any Deferred Interest) does not exceed 80% of the fair market value of the Mortgaged Property as established by a qualified real estate appraiser approved in writing by us, but at your expense.

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High Ratio VIRMs: If at any time the outstanding Principal Amount (including any Deferred Interest) exceeds greater than 105% of original advance amount (the Trigger Point) you must do one of the following:

- i. pay us a lump sum to reduce the outstanding Principal Amount by an amount at least equal to the amount of the Trigger Point Excess; or
- ii. agree with us to convert the Mortgage Loan to a fixed rate mortgage loan; or
- iii. increase the amount of each Regular Principal and Interest Payment to an amount sufficient to amortize the outstanding Principal Amount (including Deferred Interest) over the remaining Amortization Period., we will give you notice of such excess (the Trigger Point Excess) and within thirty (30) days of receiving that notice you must do one of the following:

If you do not do what is required above, we have the option of demanding repayment in full of the outstanding Principal Amount (including Deferred Interest), plus unpaid interest, costs, charges and expenses that you owe to us under this Agreement and enforcing our remedies under the Mortgage.

** The VIRM product is not portable and therefore is subject to full compensation (i.e. prepayment charge) upon payout and/or refinance. If client obtains a replacement mortgage with TD Canada Trust on this or another property, the 3 months interest prepayment charge may be waived or refunded provided that the following conditions are met: 1. The amount of the replacement mortgage is greater than the mortgage being paid out. 2. The replacement mortgage must be advanced within 1 year of discharging the old one. ** (Source of Business)

☐**Approval Contact Info**

Please forward all supporting documentation for this approval to: Fax: 1-888-387-8269 or Email to : TDPCMBRK@TD.COM

Please note that we require all conditions to be satisfied 10 days prior to closing to ensure a comfortable customer experience. Thank you for your Business!

Approved by Nigel Peyrau, Email: NIGEL.PEYRAU@TD.COM, Phone: 1-888-283-1576 or 416-349-2328.

Document Review will be completed by ESTE GEBRETEKLE, Email: gebree2@td.com , Phone: 1-888-262-6103 Local: 416-380-7117 (Source of Business)

☐**Our TD Canada Trust servicing branch will be:**

Our solicitor acting on behalf of this transaction will be:

TD Canada Trust reserves the right to request that you retain another solicitor of our choice at your sole expense, rather than the one you have indicated. (Applicant)

OTHER☐**TD CANADA TRUST****Privacy Agreement**

In this Agreement, the words "you" and "your" mean any person who has requested from us, or offered to provide a guarantee for, any product or service offered by us. The words "we", "us" and "our" mean TD Canada Trust, which is part of the TD Bank Financial Group ("TDBFG"). TDBFG means The Toronto-Dominion Bank and its affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means personal, financial and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use.

You acknowledge, authorize and agree as follows:

COLLECTING AND USING YOUR INFORMATION

At the time you begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, date of birth, occupation and other identification, all of which are required under law
- records that reflect your business dealings with and through us
- your financial preferences and activities.

This Information may be collected from you and from sources outside our organization, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial institutions
- other service providers, agents and other organizations with whom you make arrangements

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- references you have provided
 - persons authorized to act on your behalf under a power of attorney or other legal authority.
- You authorize those sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service
- analyze your financial needs and activities to help us serve you better
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

DISCLOSING YOUR INFORMATION

We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us or on our behalf
- when we buy or sell all or part of our businesses or when considering such transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law

SHARING INFORMATION WITHIN TDBFG

Within TDBFG we may share Information, other than health-related Information, for the following purposes:

- To manage your total relationship within TDBFG, including servicing your account, as well as our business risks and operations.
- To comply with legal or regulatory requirements.
- To allow other businesses within TDBFG to tell you about products and services. If you prefer, you may choose not to have us share your Information in this way.

ADDITIONAL COLLECTIONS, USES AND DISCLOSURES

Social Insurance Number (SIN) - If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, your choice to provide it is optional. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

Credit Consent - For a credit card, line of credit, loan, mortgage or other credit facility, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will obtain information and reports about you from credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us, we may from time to time disclose your Information to other lenders and credit reporting agencies seeking such Information, which helps establish your credit history and supports the credit granting and processing functions in general. If you have a credit product with us, you may not withdraw your credit consent.

Insurance - If you are applying for, requesting prescreening for, modifying or making a claim under an insurance product that we insure, reinsure, administer or sell, we may, if necessary, collect, use, disclose and retain health-related Information about you. We may collect this information from you or any health care professional, medically-related facility, insurance company or other person who has knowledge of your Information. We may also obtain a personal investigation report.

We may use your Information to:

- ensure you are eligible for coverage
- administer your insurance and our relationship with you
- investigate and adjudicate your claims
- help manage and assess our risks.

We may share your Information with any health-care professional, medically-related facility, insurance company or other person who has knowledge of your personal Information, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TDBFG, except to the extent that other TDBFG companies insure, reinsure, administer or sell relevant coverage and the disclosure is required for the purposes described above. Your health-related Information may be shared with administrators, service providers, reinsurers and prospective

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insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

Marketing Purposes - We may also use your Information for marketing purposes, including to:

- better understand your financial needs and activities so that we may tell you about other products and services that may be of interest to you, including those offered by our affiliates and third parties we select
- determine your eligibility to participate in contests, surveys or promotions, and to conduct and administer contests that you enter
- conduct research and surveys to assess your satisfaction with us as a customer, and to develop products and services to meet your needs
- contact you by telephone, fax and automatic dialing-announcing device, at the numbers you have provided us, or by internet, mail and other methods.

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally either by mail, telephone, email, fax, internet or all of these methods, with offers that may be of benefit to you
- contact you to participate in customer research and surveys.

Telephone discussions - When speaking with one of our telephone service representatives, we may monitor and/or record your telephone discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

MORE INFORMATION

Please read our Privacy Code - "Protecting Your Privacy" for further details about this Agreement and our privacy policies. Visit www.td.com/privacy or contact us for a copy.

You acknowledge that we may amend this Agreement and our Privacy Code from time to time to reflect changes in legislation or other issues that may arise. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement, you may do so by contacting us at 1-866-567-8888. Please read our Privacy Code for further details about your opt-out choices.

Third Party Statement

Will this credit facility be used by or on behalf of a person other than the Applicant or Joint Applicant?

- ☐ Yes (complete Third Party Statement form #592018)
☐ No

PURPOSE OF ACCOUNT

At this time, this credit facility is intended to be used primarily for the following purpose:

- ☐ to purchase real estate property
☐ to improve / renovate real estate property
☐ to purchase personal property
☐ to refinance / consolidate existing debt
☐ to have available credit for future use
☐ other (explain):

Applicant: _____ Co-Applicant: _____

Date: _____ Date: _____
(Source of Business)

Date:

Initials: