Mortgage Commitment

Response: Jul-17-2014 10:55:11 PM EST

BROKER INFORMATION

Name: Origination Mortgage Corp.

Address: 2061 Abbott Street Kelowna BC V1Y 1C5

Attention: Steve Nicholson | Application Reference #:OMGC-313

LENDER INFORMATION

Name: Optimum Mortgage

Address: 10303 Jasper Avenue Suite 3000 Edmonton AB T5J3X6

Lender Reference #: 35598 | Mortgage Insurance Reference #:

APPLICANT INFORMATION

Applicant: Chris Sinclair
Crystal Miller

Property Information

Address: 12882 East Ridge CRT lake country BC V4V2R2

With reference to the above, Optimum Mortgage is pleased to provide a mortgage loan offer, under the following terms and conditions:

Loan		**Terms**		**Payment**	
Purchase/Value	$ 645,000.00	Mortgage Type	First	Principal and Interest	$ 2,189.42
Downpayment	$ 161,250.00	Term Type	Closed	Taxes (Estimated)	$ 324.17
Amount	$ 483,750.00	Interest Rate	3.590%	Taxes Paid By	Borrower
Insurance Premium	$ 0.00	Term (Months)	12	Total Installment	$ 2,513.59
Total Loan	$ 483,750.00	Amortization (Months)	360		
Other Mortgages		Frequency	Monthly	Commitment Expires	15-Aug-2014
Closing Date	28-Jul-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: Hazel Paquette

OPTIMUM MORTGAGE

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: Chris Sinclair	Signature ______________________	Date ______________
Applicant: Crystal Miller	Signature ______________________	Date ______________

INITIAL

FirmName:	Origination Mortgage Corp.	**Lender Name:**	Optimum Mortgage
Attention:	Steve Nicholson	**Lender Reference #:**	35598
Application Reference #:	OMGC-313	**Mortgage Insurance Reference #:**	

CONDITIONS OF APPROVAL

CONDITIONS

- ☐ The Lender reserves the right to cancel or amend the Commitment if the Property is not being occupied as the Borrower's principal residence. (Applicant)
- ☐ This Commitment shall be open for acceptance by you until 11:59 pm on Jul 21, 2014 after which time, if not accepted, shall be considered null and void. (Applicant)
- ☐ The terms in this commitment cannot be altered unless confirmed in writing by Lender. (Applicant)
- ☐ The applicant is responsible for any costs relating to the mortgage including legal, appraisal, survey, Title Insurance or inspection fees, unless otherwise specified in this commitment letter. (Applicant)
- ☐ This mortgage is subject to a Lending Fee of $500.00. This amount will be deducted from the total loan amount shown above. (Applicant)
- ☐ Lender has the sole discretion to renew this mortgage at maturity for any term, with or without change in the interest rate payable under the Mortgage, by entering into one or more written agreements with the mortgagor(s). (Applicant)
- ☐ ERRORS AND OMISSIONS EXCEPTED (Applicant)
- ☐ Pre-payment Privileges
  You have a maximum pre-payment privilege of up to 20% per year. Without paying a penalty, you may once per year:
  (i) increase your monthly payment by 20% of the original payment;
  (ii) pay a lump sum of up to 20% of the original mortgage amount toward your outstanding balance; or
  (iii) double up your payments.

  You may also do a combination of the above mentioned options without any penalty, provided that the amount of your pre-payment does not exceed 20% of the original principal amount of your mortgage in that year. (Applicant)
- ☐ Pre-payment Charges:
  You will pay a penalty if you pay more of your mortgage than the prepayment privilege allows. If you want to pay out all or part of your mortgage before the end of your term, you will also pay a penalty.

  Your penalty will be
  1% of the balance outstanding plus the greater of:
  - three months interest, or
  - the interest rate differential: the difference between your mortgage rate and the rate of a mortgage that is closest to the remainder of your term, inclusive of any interest discount accorded on the mortgage, multiplied by the outstanding balance of your mortgage for the time that is left on your term. It is calculated on the amount being prepaid. (Applicant)
- ☐ THIS MORTGAGE COMMITMENT HAS BEEN ISSUED BY OPTIMUM MORTGAGE, A DIVISION OF CANADIAN WESTERN TRUST COMPANY (THE "LENDER"). (Applicant)
- ☐ Optimum Mortgage will obtain an Internal Payout Statement for the existing Optimum Mortgage with an approximate balance owing of $405,204.00(NO PENALTY/RENEWING). An Internal Payout of this Mortgage will be processed and the additional amount of approximately $78,000.00 will be remitted to the Solicitor. (Underwriter)
- ☐ Satisfactory credit bureau report(s) on the Mortgagor(s)/Guarantor(s). New credit bureau will be required prior to funding and is the Lender's responsibility. (Underwriter)
- ☐ This Mortgage Commitment is subject to the following terms and conditions. The Lender reserves the right to cancel this Commitment at any time if it is determined that any information supplied by the Applicant(s) is incorrect or that there has been a change in circumstances that might adversely affect the mortgage or the security to be given in connection with it.

  The specific terms and conditions that apply to your mortgage will be outlined in the legal documents (collectively referred to as the "Contract") prepared by the Lender. This Offer shall not create a binding or legal mortgage, loan or line of credit between the parties. No credit shall be advanced to you until the Contract prepared by Lender has been accepted by you and properly executed and registered and all conditions have been satisfied. If there is any conflict between this Commitment and the Contract, the terms of the Contract shall govern.

  Title Insurance is required. If the property is on Well and Septic, Title Insurance must include the Endorsement for Septic Coverage.

	Date:	Initials:	INITIAL

FirmName:	Origination Mortgage Corp.	**Lender Name:**	Optimum Mortgage
Attention:	Steve Nicholson	**Lender Reference #:**	35598
Application Reference #:	OMGC-313	**Mortgage Insurance Reference #:**	

CONDITIONS

Late Payments: In the event the mortgage is not repaid at maturity, or a payment is not made on the date required, the following charges may be imposed:
(a) Interest;
(b) legal costs resulting from actions to collect a payment or repayment;
(c) reasonable costs, including legal fees incurred, in order to protect or realize on the security given;
(d) handling fees relating to cheques returned for non-sufficient funds, or for other reasons, plus $42.50 and escalating for each subsequent offense. (Underwriter)

☐ Lawyer to confirm details of secondary financing and to provide Mortgagee with a charge not to exceed $31,000.00. (Solicitor)

☐ Optimum Mortgage will obtain an Internal Payout Statement for the existing Optimum Mortgage with an approximate balance owing of $405,204.00(NO PENALTY/RENEWING). An Internal Payout of this Mortgage will be processed and the additional amount of approximately $78,000.00 will be remitted to the Solicitor. (Solicitor)

☐ Solicitor to ensure that tax lien is discharged upon full payment of property taxes. (Solicitor)

☐ Second Lender to postpone to 2nd charge. (Solicitor)

☐ Lender requires a Solicitor's Undertaking to be signed to retain from the proceeds of the loan, prior to the advancement of funds the following debts: Pay down Private Mortgage debt by $64,000.00 and pay full amount of Property Taxes owing $4000.00 (Solicitor)

☐ A statutory declaration indicating that the property will be occupied by the applicant(s) as their principal residence. (Solicitor)

☐ Lender requires that Fire Insurance, acceptable to the Lender, with loss payable to Lender must be arranged prior to any advance of funds. (Solicitor)

☐ As a requirement of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, the ANTI-MONEY LAUNDERING INFORMATION FORM FOR BORROWING ACCOUNTS is to be completed in entirety by the Borrower(s). (Solicitor)

☐ As per the Loan and Trust Companies Act / Bank Act and evidenced by a checkmark within the Statement of Disclosure document, the Mortgagor must either consent to waive the requirement for cost of borrowing disclosure two days prior to funding, or must alternatively elect to delay funding to accommodate this provision (Solicitor)

☐ Mortgagor to provide Lawyer with Payment statement(s) for all debt(s) to be paid by Lawyer as outlined below (please note that these are approximate payout balances only) : IF THIS LOAN INVOLVES THE PAYOUT OF AN EXISTING MORTGAGE AGAINST THE SUBJECT PROPERTY, PLEASE OBTAIN RELEASE OF INTEREST IN FIRE INSURANCE POLICY UPON RECEIPT OF OUR DISBURSEMENT. (Solicitor)

☐ If there are any Association Fees attached to the property and/or lands, solicitor to confirm fees are up to date.

All legal documents are to be signed by all parties in Canada and POAs are not accepted.

Tax certificate evidencing all taxes are paid and up to date with no arrears outstanding and/or confirmation of TIPPS enrollment. Lawyer to contact the Lender prior to funding, if any arrears exist. (Solicitor)

☐ Optimum Mortgage will guarantee the disclosed rate of interest for a period of seven (7) days from the date indicated on the offer letter. Once the Mortgagor(s) has signed the offer letter, the rate is guaranteed for 90 days. In the event that the rate is lower on the day solicitor instructions are issued, the lower rate will automatically take effect. (Broker)

☐ Copy of current NOA confirming no outstanding taxes for Chris Sinclair (Broker)

☐ Most recent 3 months personal bank statements to show business income deposits for Chris Sinclair (Broker)

☐ Provide confirmation that Chris' Infinite Avion card has been paid to within limit. Limit $7500.00/owing $8241.00 (Broker)

☐ Self-Declared Letter from Chris Sinclair(see www.optimummortgage.ca for letter template). This letter must state occupation of the Mortgagor(s), self-declared income for the past year, and expected income for the upcoming year. (Broker)

☐ For Crystal Miller Lender requires current letter of employment stating: full or part-time position that is not probationary, base income amount ($50,000.00 annual), and start date. In addition, Lender also requires a year to day pay slip or a copy of the Borrowers T4. The Bank will confirm employment status with the employer. If funding is within 30 days of acceptance no further call will be made. If funding is greater than 30 days then a confirmation call will be made just before instructing lawyer. Loss of employment may nullify this offer. (Broker)

	Date:	Initials: INITIAL

FirmName:	Origination Mortgage Corp.	**Lender Name:**	Optimum Mortgage
Attention:	Steve Nicholson	**Lender Reference #:**	35598
Application Reference #:	OMGC-313	**Mortgage Insurance Reference #:**	

CONDITIONS

- [ ] For Chris Sinclair lender requires current letter of employment.
The Bank will confirm employment status with the employer. If funding is within 30 days of acceptance no further call will be made. If funding is greater than 30 days then a confirmation call will be made just before instructing lawyer. Loss of employment may nullify this offer. (Broker)
- [ ] Signed Commitment (Broker)
- [ ] In the case of a refinance for an existing client, the Lender will deduct the existing mortgage balance of mortgage number , from the funds sent by the Borrower(s) solicitor. The Borrower(s)'s solicitor will be required to discharge the existing mortgage, payout any existing debt and to provide verification that the existing debts were paid out in full from the mortgage proceeds. (Broker)
- [ ] To improve the Lender's efficiency in accurately funding the deal, Mortgagor(s) shall provide copies of government issued photo identification and a second piece of identification upon acceptance of this Mortgage Commitment. (Broker)
- [ ] An Appraisal Report satisfactory to the Lender must be provided within 30 days of the funding date by a Lender-approved CRA or AACI appraiser (see www.optimummortgage.ca for a list of approved appraisers). The Appraisal Report must include a Letter of Transmittal addressed to the Lender and be sent directly from the appraiser by email to the Lender at mortgage.documents@cwbank.com. Appraisal Report must include fair market value with a minimum of 3 interior photos. For acreage properties, value to be based on a maximum of acres, excluding outbuildings, and must be located within an acreage subdivision. For properties with well and septic, loan to value will be reduced. Property must be confirmed as being at least 95% complete. (Broker)
- [ ] A completed Pre-Authorized Debit Agreement signed by the Mortgagor(s) is required in addition to a voided cheque from the financial institution and account that will be debited for the payments. See www.optimummortgage.ca to obtain form. (Broker)
- [ ] Lawyer details:
Legal Work and documentation will be completed on behalf of Optimum Mortgage by an Optimum Approved Lawyer. Visit www.optimummortgage.ca to view list. The costs and services rendered by this lawyer will be the responsibility of the Borrower(s). If the Borrower(s) wish to use another lawyer in addition to our lawyer, the Borrower(s) will incur both lawyer fees. (Broker)
- [ ] Signed Waiver/Acceptance of Optional Life and Disability Insurance Details:
Mortgage or line of credit (as applicable) life insurance and disability insurance may be taken at the Mortgagor's option, subject to eligibility requirements. See www.optimummortgage.ca to obtain form. (Broker)

OTHER

- [ ] Lender reserves the right to amend or cancel this application if the documentation received is not satisfactory and/or if it differs from the information shown on the application. (Applicant)

	Date:	Initials: INITIAL

FIXED CREDIT
DISCLOSURE STATEMENT

Pursuant to the *Mortgage Brokers Act* and
The *Business Practices and Consumer Protection Act*

Lender: Optimum Mortgage (CWT)

The Borrower may use the following phone number to obtain information about the Mortgagor's account during the Lender's ordinary business hours: (250) 212-2010

Broker: Steve Nicholson, Origination Mortgage Corp.

Borrower: Chris j Sinclair, Crystal Miller

Property: 12882 East Ridge Court lake country, British Columbia V4V 2R2

Effective Date of Disclosure Statement: July 18, 2014

Mortgage Terms and Details

1 The interest rate on the mortgage is: Fixed

2 The initial annual interest rate is: 3.590 %
and the compounding period is: Semi Annually

3 Total mortgage amount: $ 483,750.00

4 The total interest paid: $ 17,089.11

5 The Total Cost of Credit (Calculation details are in 'Cost of Credit Details' section): $ 17,089.11

6 (1) If the mortgage amount advanced is to be repaid in accordance with a specific schedule of payments:

(a) To be advanced as follows: as per mortgage commitment

(b) The term of the mortgage is: 1 year

(c) The amortization period is: 30 years

(d) The maturity date is: May 7, 2013

(e) Payments in the amount of $ 2,189.42 are to be made by the Borrower as follows:
Monthly (timing) commencing June 7, 2012 for a term of 1 year

(f) Prepayments can be made under the following conditions:
as per mortgage commitment

OR

(2) If the amount advanced is not to be repaid in accordance with a specific schedule of payments, outstanding balance (or portion thereof) must be paid out under the following circumstances:
as per mortgage commitment
(Alternatively, reference the specific provisions of the credit agreement that describes those circumstances.)

Interest

7 The date on which interest begins to accrue is: May 7, 2012
AND if a grace period is given, the details are: as per mortgage commitment

8 Interest for each payment period is calculated against the balance owing. Unpaid interest will be compounded under the following circumstances:
as per mortgage commitment

9 Where the annual interest rate may change, the method of determining the annual interest is:
as per mortgage commitment

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Cost of Credit Details

10 Total Mortgage Amount: $ 483,750.00

11 Fees, Charges and Payments deducted from mortgage amount from Lender

- (a) Lender fee: $
- (b) Broker Fee if deducted by lender: $
- (c) Estimated Inspection/Appraisal costs: $
- (d) Estimated Survey costs: $
- (e) Loan pay outs: $
- (f) Other charges, fees and payments:
  - (i) ____ $
  - (ii) ____ $
  - (iii) ____ $
- (g) Default Insurance (CMHC/Genworth/Other): $

Total deducted from mortgage amount: $ 0.00

Total amount from lender: $ 483,750.00

12 Value Received by the borrower for proceeding with the transaction

- (a) Total from Lender less deductions: $ 483,750.00
- (b) Estimated appraisal if borrower has unrestricted use at or prior to completion: $
- (c) Estimated survey if borrower has unrestricted use at or prior to completion: $
- (d) Estimated loan pay outs: $
- (e) Cashback received from lender: $
- (f) Default Insurance (CMHC/Genworth/Other): $
- (g) Other Value Received:
  - (i) ____ $
  - (ii) ____ $
  - (iii) ____ $

Total Value Received by the borrower: $ 483,750.00

13 Value Given by the borrower for proceeding with the transaction

- (a) Commencing June 7, 2012, 12 Monthly payments of $ 2,189.42

  will be paid by the borrower.

  Total Payments: $ 26,273.04
- (b) Remaining mortgage balance on maturity date: $ 474,566.07
- (c) Other Value Given by Borrower at or prior to completion
  - (i) Legal fees where choice of legal firm is restricted: $
  - (ii) Title Insurance: $
  - (iii) ____ $
  - (iv) ____ $
  - (v) ____ $

Total Value Given by the borrower: $ 500,839.11

14 Cost of Credit (Value Given Less Value Received): $ 17,089.11

15 The Annual Percentage Rate[1] (APR) is: 3.590 %

The APR is not the contract rate of the mortgage. It is the interest costs, plus the non-interest costs required to obtain the mortgage, expressed as a percentage of the average mortgage balance over the term of the mortgage.

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16 Payments not included in the cost of credit

Payments contained in the transaction the borrower derives a direct and unrestricted benefit from:

(a)	Estimated legal fees if freely chosen by borrower:	$
(b)	Estimated appraisal if borrower has unrestricted use at or prior to completion:	$
(c)	Estimated survey if borrower has unrestricted use at or prior to completion:	$
(d)	Land Title Registration Fees:	$
(e)	Other Payments not included in the cost of credit:	
	(i)	$
	(ii)	$
	(iii)	$

Total Payments not included in the cost of credit: $ 0.00

Security

17 In addition to the Mortgage, the following security was granted for Credit:

(a)

(b)

(c)

Other Charges:

18 Other Charges possibly applicable to borrower

(a) Default Charges:

(b) Discharge Fee:

(c) NSF:

(d) Other Charges:

(i)

(ii)

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Certification and Acknowledgement

I, Steve Nicholson of Origination Mortgage Corp., 2061 Abbott Street Kelowna, British Columbia, V1Y1C5
the Lender / Broker in this Mortgage, have fully completed the above statement.

Signature of Lender or Broker

I, ______________________ of ______________________
(Name) (Address)
the Borrower in this Mortgage, acknowledge receipt of the above Disclosure Statement which I received on the
________ day of ________________ year ______________________

Signature of Borrower

Notes:

1. The Annual Percentage Rate is calculated using the formula:
   APR = Annualized Cost of Credit / Average Principal
   = Cost of Credit / (Mortgage Term x Average Principal) where the Mortgage Term is expressed in years

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BRITISH COLUMBIA
The Best Place on Earth

Registrar of Mortgage Brokers
1200² 13450 102nd Avenue
Surrey, BC V3T 5X3

BORROWER CONFLICT OF INTEREST DISCLOSURE STATEMENT
FORM 10 - Section 17.3

This information statement has not been filed with the Registrar of Mortgage Brokers. There has been no determination made by the Registrar as to whether the disclosed information complies with the *Mortgage Brokers Act.*

Please write or print clearly. If additional information is required, reference and attach a schedule to this form.

Chris j. Sinclair, Crystal Miller
Name of Borrower(s):

Optimum Mortgage (CWT)
Name of Lender:

Origination Mortgage Corp. — (250) 212-2010
Name of Mortgage Broker: — *Telephone:*

Steve Nicholson — Jul 31, 2014
Name of Submortgage Broker: — *Date of transaction:*

12882 East Ridge Court lake country, British Columbia V4V 2R2
Civic address of property to be mortgaged:

Detached
Legal description of property to be mortgaged:

Other Parties to the Transaction Represented by the Mortgage Broker

The Mortgage Broker represents the following parties to the transaction:

- [X] The borrower(s): Chris Sinclair & Crystal Miller
- [X] The lender: Optimum Mortgage
- [ ] Syndicate mortgage lenders: *(attach list if more space required)* *Name* / *Name* / *Name*
- [X] A person or entity which will acquire the mortgage from the investor/lender: Chris Sinclair & Crystal Miller *Name*
- [ ] Other - please describe:

NOTE:
If the Mortgage Broker has NOT indicated that it represents you, the Mortgage Broker must still exercise a duty of care to you and deal with you fairly. It is recommended that you obtain independent advice with respect to the transaction.

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Mortgage Broker's Interest in the Transaction

- [X] The Mortgage Broker and/or its associates or related parties **will not** acquire a direct or indirect interest in the transaction described above.
- [ ] The Mortgage Broker and/or its associates or related parties **will** acquire a direct or indirect interest in the transaction described above. In particular,____________________,
(State the Name of Party)
who is ____________________________________ will:
(State Relationship with Mortgage Broker)
  - [ ] be the lender in the transaction;
  - [ ] be a syndicate mortgage lender with the lender/investors;
  - [ ] acquire the mortgage from the lender or investor; or
  - [ ] ____________________________________
(Identify nature of interest)

Are there Other Mortgage Brokers acting in this Transaction?

- (X) No
- ( ) Yes ____________________________________
(State Name, Relationship to Mortgage Broker and/or Borrowers and role in transaction)
____

Compensation to the Mortgage Broker

The Mortgage Broker will be compensated for this mortgage transaction in the following ways:

- [X] Commission/income or fee paid by the lender
- [ ] Commission/income or fee paid by another mortgage broker
- [ ] ____________________________________
(Other - please specify)

The Mortgage Broker may (or will) also receive additional compensation (either monetary or non-monetary) from the lender which includes:

- [X] Additional commission/income based on its or another mortgage broker's volume of business or funding efficiency with the lender
- [ ] Additional commission/income because the Borrower is paying a higher interest rate than would otherwise be available to the Borrower from the lender in the transaction
- [X] Points, Rewards and other incentives
(Other- please describe)

Referrals to the Mortgage Broker

The Mortgage Broker, its associates or related parties have paid or will pay a fee in the amount of $ 0 to NA (Name) for receiving a referral or recommendation relating to the transaction.

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Please state any other facts which may result in a conflict of interest with the borrower:

CERTIFICATION

I certify that I am the mortgage broker or an authorized representative of the mortgage broker and based on my knowledge, belief and information provided by third parties, this Disclosure Statement contains no untrue statement and does not omit to state a fact that is required to be stated or that Is necessary to prevent a statement that is made from being false or misleading in circumstances in which it was made.

Origination Mortgage Corp.	2061 Abbott Street Kelowna, British Columbia, V1Y1C5
Full name of Mortgage Broker	*Address (Including Postal Code)*
	2014,07,18
Signature of Mortgage Broker or Authorized Representative	*Date Signed (YYYY,MM,DD)*

ACKNOWLEDGEMENT OF RECEIPT

		2014,07,18
Signature	*Name (Please Print)*	*Date Signed (YYYY,MM,DD)*
		2014,07,18
Signature	*Name (Please Print)*	*Date Signed (YYYY,MM,DD)*

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