

Mortgage Commitment

Response: Sep-19-2014 06:51:02 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-317

LENDER INFORMATION

Name: TD Canada Trust

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

Lender Reference #: 1127579

Mortgage Insurance Reference #:

APPLICANT INFORMATION

Applicant: Carmen Froment

James Davidson

Property Information

Address: 2056 Pandosy ST Kelowna BC V1Y1S3

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	\$ 502,500.00	Mortgage Type First	Principal and Interest \$ 1,479.33
Downpayment	\$ 125,625.00	Term Type Closed	Taxes (Estimated) \$ 789.47
Amount	\$ 376,875.00	Interest Rate 2.450%	Taxes Paid By Borrower
Insurance Premium		Term (Months) 60	Total Installment \$ 2,268.80
Total Loan	\$ 376,875.00	Amortization (Months) 360	
Other Mortgages		Frequency Monthly	Commitment Expires 16-Jan-2015
Closing Date	10-Oct-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: Larry Sampson

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: Carmen Froment

Signature

Carmen Froment

Date

Sept. 25, 2014

Applicant: James Davidson

Signature

James Davidson

Date

9.25.14

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CONDITIONS OF APPROVAL

CONDITIONS

- ☐ Solicitor to confirm applicants own 417 Cedar Ave., Kelowna BC free and clear (Solicitor)
- ☐ The terms in this commitment cannot be altered unless confirmed in writing by TD Canada Trust.
- ☐ Please provide confirmation of the legal description of the property (Applicant)
- ☐ Confirmation that RENTAL PROPERTIES are self-supporting and rental income is as stated on application:
- by current lease agreements, and
 - applicable mortgage statements

***Assignment of rents required on subject property. (Source of Business)

- ☐ 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.
- ☐ Business for Self Verification

Client (James) 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)

- ☐ 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: James Froment (Applicant)

- ☐ A POA cannot be used for this transaction, unless its use has been approved, in writing, by TD Canada Trust. (Source of Business)
- ☐ Property tax confirmation is required:

- If the taxes are paid as part of another FI (financial institution) Mortgage, send to IMAC a Mortgage statement showing the tax account or the tax portion of their Mortgage payment.
- If other, provide IMAC with a copy of one of the following:
 - A tax bill that is no more than 12 months old that shows that there are no tax arrears.
 - A recent copy of the client's bank account statement (current within the last 30 day period) confirming pre-authorized payment to the applicable tax municipality.
 - Confirmation of enrollment into a pre-authorized payment with the applicable tax municipality - must show confirmation of acceptance by the municipality IE: stamped and signed by an officer from the tax municipality office. (Applicant)

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CONDITIONS

- ☐ 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 .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:

- make a lump sum payable to us at least equal to the amount of the Trigger Point Excess; or
- 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.

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:

- 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
- agree with us to convert the Mortgage Loan to a fixed rate mortgage loan; or
- 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)

- ☐ 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)

- ☐ Void Cheque (Applicant)
- ☐ For Carmen Froment Please provide 2 of the following:
- * Current LETTER OF EMPLOYMENT on company letterhead confirming information as disclosed in the application. Must include:
 - * Applicants Name
 - * Salary
 - * Name and Title of person signing the letter.
 - * Current Pay Stub identifying employer and including full deductions.
 - * Confirmation of Direct Pay Deposit via Current Bank Account Statement. (Applicant)

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CONDITIONS

☐ Void Cheque (Source of Business)☐ Our TD Canada Trust servicing branch will be:DILWORTH

Our solicitor acting on behalf of this transaction will be:

RICHARD MONTGOMERY

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)

☐ The following debts are to be paid in full and closed from proceeds: mortgage - subject property debt of \$1.00,

TD CREDIT CARDS debt of \$3,235.00,

MBNA debt of \$7,247.00,

ROYAL BANK OF CANADA debt of \$40,000.00,

. (Source of Business)

☐ Where an existing mortgage is being discharged from a financial institution, and funded at TD Canada Trust, a Letter of Discharge Request must be completed and signed by the customer, and returned to TD Canada Trust. (Applicant)☐ Approved by Larry Sampson, Email: larry.sampson@td.com Phone: 888-232-3008/416-307-0680

Document Review will be completed by Ryan Wheeldon, Email: ryan.wheeldon@td.com

Please forward all supporting documentation for this approval to: Fax: 1-888-837-9055 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!

(Source of Business)

☐ 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)☐ The TD In-House Registration Mortgages Acknowledgement form # 511762 must be completed, and signed by the customer, and returned to TD Canada Trust prior to mortgage funding. (Applicant)☐ 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)☐ 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)

☐ Please note that conditions of your credit approval may involve actions regarding assets or liabilities belonging solely to one applicant. These conditions will be disclosed to all applicants on the approval letter and/or the credit agreement. (Applicant)☐ The following list details the types of deals that can be completed with In-House Registration. All other deals, including the ones outlined in the Ineligible list, must still be completed at a solicitor.

Eligibility

This Program is only available for the types of deals outlined below.

- Equity Take Out (ETO)

- Single Advance Mortgages

- Properties within the same Province as the Branch - The document must be signed and the process enacted within the same province.

- Collateral Mortgages

- Conventional Mortgages

- Mortgage Increases and Refinances (including Mortgage Transfer and increase)

- VIRM

- Mortgage High-Ratio Refinances

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CONDITIONS

- Rental Properties
- Properties registered in the name of a person

Non-Eligible

- Purchase Transactions
- Construction and/or Multiple Draw Mortgages
- Registering a mortgage in the name of a trust / "In Trust"
- Mortgages requiring external Postponements
- Vacant Land
- Mortgages being signed under external POA
- Agricultural Properties
- Commercial Properties
- Properties located in the Territories and Nunavut
- First Nations Bank originations
- Properties outside of the Province which the Branch is located
- Requests for title changes
- Blanket/Interalia Mortgages
- Mortgages on Leased Lands
- CLIP mortgages
- Self Directed RSP Mortgages
- Mortgages behind an existing Private Mortgages
- Discharges of Private Mortgages
- Discharges of Judgments, Tax Liens, Condo arrears Liens, Executions or any other lien on title that is not a registered mortgage with lender
- Properties registered in the name of a business or company
- Properties with outstanding DCTs (applicable in British Columbia, Saskatchewan, Manitoba and Alberta only)
- LOC BOAT (Balance of Account Transfer) cannot be used for pay out and closing of any real estate secured facility. CAS will deduct funds from the advance and issue a draft/money order and mail with the discharge statement
- Any item not included on either of these lists should be considered excluded from the program

Note: The customer must always be given the option of using the full services of his/her own solicitor, through instructions from the relevant CAS. (Applicant)

- ☐ The following debts are to be paid in full and closed from proceeds: subject property debt of \$1.00,

TD CREDIT CARDS debt of \$3,235.00,

MBNA debt of \$7,247.00,

ROYAL BANK OF CANADA debt of \$40,000.00,

(Source of Business)

- ☐ 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 75% (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)

- ☐ Current Mortgage Statement for 112 Timberline Rd, Kelowna confirming principal balance and monthly payment as disclosed (Source of Business)

- ☐ Confirmation of Fire Insurance information, for the purpose of obtaining an assignment, is required. (Applicant)

- ☐ Mortgage Discharge Statement required from current mortgagee.
Statement to include principal balance as at transfer date and per diem rate. (Applicant)

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OTHER

☐ TD Canada Trust

PRIVACY AGREEMENT

In this Agreement, the words "you" and "your" mean any person, or that person's authorized representative, who has requested from us, or offered to provide a guarantee for any product service or account offered by us in Canada. The words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide 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 TD, including through the products and services you use. You acknowledge, authorize and agree as follows:

COLLECTING AND USING YOUR INFORMATION

At the time you request to 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, contact information, date of birth, occupation and other identification

- * records that reflect your dealings with and through us
- * details about your browsing activities, your browser or mobile device
- * your preferences and activities.

This Information may be collected from you and from sources within or outside TD, including from:

- * government agencies and registries, law enforcement authorities and public records
- * credit reporting agencies
- * other financial or lending institutions
- * organizations with whom you make arrangements, other service providers or agents, including payment card networks
- * references or other information you have provided
- * persons authorized to act on your behalf under a power of attorney or other legal authority
- * your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
- * records that reflect your dealings with and through us

You authorize the collection of Information from these sources and, if applicable, you authorize these 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 and information related to the products, accounts and services you hold with us
- * analyze your needs and activities to help us serve you better and develop new products and services
- * help protect you and us against fraud and error
- * help manage and assess our risks, operations and relationship with you
- * help us collect a debt or enforce an obligation owed to us by 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, or 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
- * to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
- * on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- * when we buy a business or sell all or part of our business or when considering those transactions
- * to help us collect a debt or enforce an obligation owed to us by you
- * where permitted by law

SHARING INFORMATION WITH TD

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

- * to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you

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

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods.

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

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

Telephone and Internet discussions - When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

Credit Products - If you are applying for a Mortgage or a Home Equity Line of Credit, or other product that may be insured by mortgage default insurance, you agree that a mortgage default insurer may also obtain Information about you from time to time, including from a credit reporting agency, and may use such information for any purpose related to the credit product and the mortgage default insurance. You agree that the approval or granting of any credit by us to you, with or without mortgage default insurance, is not to be construed or relied on by you as representing the value or condition of any underlying security or that it confirms that you have the ability to pay the credit facility.

You agree that we make no representation, warranty, statement, recommendation, guarantee or endorsement with respect to any investment or with any goods or services purchased using the credit facility.

MORE INFORMATION

This Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, 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. 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: James D. Gaudin Co-Applicant: Larmon Droment

Date: _____ Date: _____ (Source of Business)

Date:

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