

# MORTGAGE COMMITMENT



1 Yonge Street Suite 2401  
Toronto, Ontario, M5E 1E5

Tel: (877) 416-7873

Fax: (877) 905-7873

**Underwriter**

Bente Fleurie

Tel: (604) 629-2073

Fax: (888) 906-5824

E-mail: bente.fleurie@streetcapital.ca

**Date**

November 12, 2014

Steve Darley  
Barbara Darley *4.11*  
13439 Lake Hill Drive  
Lake Country, British Columbia, V4V 2S7

**Mortgage Reference Number:** OMGC-333

**Deal Number:** 325940

**ADDRESS FOR SERVICE:**

13439 Lake Hill Drive  
Lake Country, British Columbia, V4V 2S7

*We are pleased to confirm that your application for a Mortgage Loan has been approved under the following terms and conditions:*

**BORROWER(S)** Steve Darley  
Barbara Darley

**PURPOSE:** Refinance External

**COVENANTOR(S):**

**SECURITY ADDRESS:**

13439 Lake Hill Drive  
Lake Country, British Columbia, V4V2S7

**LEGAL DESCRIPTION:**

**COMMITMENT DATE:**

October 31, 2014

**COMMITMENT EXPIRY DATE:**

December 13, 2014

**ADVANCE DATE:**

November 21, 2014

**INTEREST ADJUSTMENT DATE:**

November 21, 2014

**FIRST PAYMENT DATE:**

December 21, 2014

**MATURITY DATE:**

November 21, 2019

**PRODUCT:** 5 year closed - Fixed Rate

**BASIC LOAN AMOUNT:** \$524,000.00

**MTG.INSUR.PREMIUM:** \$0.00

**TOTAL LOAN AMOUNT:** \$524,000.00

**PST ON INSUR.PREMIUM:** \$0.00

**BASIC P&I AMOUNT:** \$2,173.41

**PROPERTY TAX PAYMENT:** \$0.00

**TOTAL PAYMENT:** \$2,173.41

**LTV:**

80.00%

**INTEREST RATE:**

2.890%

**INTEREST TYPE:**

Fixed

**TERM:**

5 years 0 months Closed

**AMORTIZATION PERIOD**

30 years 0 months

**PAYMENT FREQUENCY:**

Monthly

**EST.ANNUAL PROP.TAXES:**

\$2,600.00

**TAXES TO BE PAID BY:**

Borrower

**MORTGAGE FEES:** \$0.00

In this approval and any schedule(s) to this approval, **you and your** mean the Borrower, Co-Borrower and Covenantor, if any, and **we, our and us** mean Street Capital Financial Corporation

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 borrower(s). The mortgage insurance premium (if applicable) will be added to the mortgage. Any fees specified herein may be deducted from the Mortgage advance. If for any reason the loan is not advanced, you agree to pay all application, legal, appraisal and survey costs incurred in this transaction.

This Mortgage Commitment is subject to the details and terms outlined herein as well as the conditions described on the attached schedules.

To accept these terms, this Mortgage Commitment must be signed by all parties and returned to us by no later than November 10, 2014 after which time if not accepted, shall be considered null and void

Thank you for choosing Street Capital Financial Corporation for your financing.



## **THIS COMMITMENT IS CONDITIONAL UPON RECEIPT OF THE FOLLOWING**

The following conditions must be met, and the requested documents must be received in form and content satisfactory to Street Capital Financial Corporation no later than ten (10) days prior to the advance of the mortgage. Failure to do so may delay or void this commitment.

### **Assumption Policies**

1. Street Capital Financial Corporation reserves the right to approve all subsequent purchasers prior to mortgage assumption or transfer, otherwise, upon vacating or selling the mortgaged property, this loan becomes due and payable. (Applicant)

### **Conditions**

#### **Applicant**

You must satisfy the following conditions at least 10 days before closing:

1. The 'Mortgage Requirements' section in the Solicitor's Guide contains information required to prepare the mortgage. (Applicant)
2. The terms in this commitment cannot be altered unless confirmed in writing by Street Capital Financial Corporation. (Applicant)
3. This Commitment shall be open for acceptance by you until 11:59 pm on November 4, 2014 after which time, if not accepted, shall be considered null and void. (Applicant)
4. Street Capital will retain a third party service provider to manage the closing of this mortgage transaction. As an agent of Street Capital, the service provider will instruct and fund this mortgage transaction as well as receive and store (whether electronically or otherwise) Borrower information, including the final report on behalf of Street Capital. It will also obtain a Lender policy of Title Insurance. The Borrower(s) will be required to pay the "Title Insurance Processing Fee" on closing. This fee includes administration costs and the cost of the Lender policy of Title Insurance. (Applicant)
5. Notwithstanding the registration of the mortgage and advances made pursuant to same, the terms and conditions of this commitment shall remain binding and effective on the parties hereto. (Applicant)
6. Street Capital Financial Corporation 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)
7. Prior to releasing any mortgage proceeds, the solicitor will carry out the necessary searches with respect to any liens, encumbrances or executions, that may be registered against the property. (Applicant)
8. This mortgage will be subject to all extended terms set forth in the Street Capital Financial Corporation's standard form of mortgage contract or within the mortgage contract prepared by our solicitors whichever the case may be. (Applicant)

#### **Broker**

We will obtain the following:

1. Street Capital requires a current property tax bill. Any arrears must be paid prior to closing and confirmation of payment is required. (Broker)
2. Street Capital Financial Corporation reserves the right to request the Borrower(s) to retain a solicitor that is on the Lender's approved list, at the Borrower(s) expense. (Broker)
3. Where the Date of Advance of funds for this Mortgage is prior to the Interest Adjustment Date, an Interest Adjustment Payment will be required. The Payment is to be made on the interest adjustment date by way of the pre-authorized payment plan as will be used for the regular ongoing payments and for the amount as set out in the Statement of Disclosure, and provided to the solicitor prior to the advance of funds under this Mortgage. (Broker)
4. The Borrower is responsible to satisfy himself as to the contents of the Lender's Privacy Policy and, when signing the remainder of the mortgage loan documents, will be required to acknowledge he has reviewed the details of said policy. The Lender's Privacy Policy is available on the Lender's web site ([streetcapital.ca](http://streetcapital.ca)) or upon request to the Lender. (Broker)
5. Street Capital Financial Corporation requires either a current mortgage statement, annual statement or internet mortgage statement for the subject property confirming the outstanding balance. (Broker)
6. Street Capital reserves the right to request additional information if deemed necessary in order to meet its regulatory



requirements with respect to the Proceeds of Crime and Terrorist Financing Act of Canada and/or other applicable legislation. (Broker)

7. Street Capital Financial Corporation requires a full appraisal report for the subject property confirming value of \$ 690,000.00. The Appraisal can be ordered through NAS ([www.nationwideappraisals.com](http://www.nationwideappraisals.com)) or SOLIDIFI ([www.solidifi.com](http://www.solidifi.com)). The appraisal fee is to be paid by the borrower(s). (Broker)
8. We require receipt of a satisfactory written report confirming any existing mortgage has been paid as agreed and is up to date, outlining all amounts outstanding and monthly payments and that existing mortgage balance and related monthly payments do not exceed the amounts declared in the application and that the mortgage may not be re-advanced. (Broker)
9. Street Capital Financial Corporation will require the following: written confirmation of employment by way of letter indicating the start date and position; copies of personal tax returns and Tax Assessment Notices for the past 2 years confirming a minimum average net income as declared on Steve Darley's credit application. (Broker)

**Solicitor**

**Your Solicitor is to provide the following before closing:**

1. Solicitor to ensure that the mortgage contains any statements required under the applicable marital property or matrimonial home legislation and that any required spousal/domestic partner consent to the mortgage is properly given. (Solicitor)
2. A Statement of Disclosure will be required to be signed in accordance with the Consumer Protection Legislation of your province. In addition, certification will be required that all requirements under the Matrimonial Property Act in your province have been met and that the status does not in any way affect Street Capital Financial Corporation's charge. All copies of the Statement of Disclosure must be original signature. These documents will be executed by your Solicitor. (Solicitor)
3. Please provide a void cheque with the acceptance of this commitment and complete the Mortgage Pre-Authorized Payment Plan form showing your complete banking information. By signing the form, you authorize the servicing company, to debit the account described therein for the regular mortgage payments as set out in the mortgage loan documents. (Solicitor)
4. Prior to the disbursement of funds, fire hazard and extended coverage insurance must be arranged with first loss payable to the Lender name and address to be reflected in the registered mortgage. Street Capital Financial Corporation may request the mortgage be registered in its name, that of one of its entities or its custodian, Computershare Trust Company of Canada. The Instructions to Solicitor will set out the details for registration.  
Fire insurance coverage must be for full replacement value of the building(s) and for an amount not less than the amount of the mortgage. Where the policy provides blanket coverage in an amount that meets this requirement, the Lender will require written confirmation from the insurer that the blanket coverage includes building replacement coverage and that no individual limit exists under the blanket coverage with respect to building replacement. Alternatively, for policies not meeting the foregoing requirements the Lender will accept a Guaranteed Replacement Cost Endorsement to the policy. For rental or income producing properties, a "loss of rental income" must be included in the insurance coverage. (Solicitor)
5. Receipt of original, or a satisfactory copy of a Mortgage Payout Statement indicating any penalties and fees from the existing lender. If the existing mortgage is in arrears or has had repayment issues, the solicitor must notify Street Capital Financial Corporation for review and approval prior to funding as we reserve the right to cancel our commitment. (Solicitor)
6. Solicitor's undertaking to confirm applicant(s) identification is legitimate and matches the information provided in the commitment. (Solicitor)
7. Solicitor to confirm that clients own no other properties other than those disclosed on the application by way of signed affidavit by borrowers (Solicitor)
8. Title to the property must be acceptable to our Solicitor who will ensure that the Borrower(s) have good and marketable title in fee simple to the property and that the property is clear of any encumbrances which might affect the priority of this Mortgage. Street Capital will require a Lender policy of Title Insurance to be obtained prior to closing. The cost of this insurance will be payable by the Borrower(s). In order to obtain Title Insurance, the following will be required: (a) confirmation that property taxes are up-to-date; (b) confirmation that adequate fire insurance is in place; (c) a legal description of the property; and (d) the completed forms as required by the service provider assigned by Street Capital to close this transaction. (Solicitor)
9. Street Capital Financial Corporation refuse any subsequent financial charges to be registered against the subject property without our approval. (Solicitor)
10. Street Capital Financial Corporation 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: Valley First Type: Mortgage Subject Property - 13439 Lake Hill debt of \$430,000.00,  
6500.00 CAPITAL ONE HBC debt of \$2,985.00,  
17000.00 BANK OF MONTREAL M C debt of \$2,858.00,  
25000.00 CIBC CARD SERVICES debt of \$3,431.00,  
VALLEY FIRST CR UN debt of \$4,894.00.



20000.00 TANGERINE debt of \$19,000.00,  
26000.00 MBNA debt of \$20,000.00,  
15000.00 CAPITAL ONE BANK debt of \$11,000.00.  
(Solicitor)

## Instructions

- 1 No deletions from or additions to the Mortgage are permissible unless approved by Street Capital Financial Corporation (Applicant)
- 2 The Instructions to Solicitor will set out the Lender name and service address to be used for mortgage registration purposes. Street Capital Financial Corporation may request the mortgage be registered in its name, that of one of its entities or its custodian, Computershare Trust Company of Canada. (Applicant)
- 3 Street Capital Financial Corporation reserves the right, should the property taxes fall into arrears, to take over the payment of property taxes and bill the mortgagor(s) with their regular principal and interest payments. Any fees and penalties incurred as a result of the property tax arrears will be the sole responsibility of the Borrower(s). (Applicant)
- 4 Street Capital Financial Corporation reserves the right to decline or amend the commitment if the property is not being occupied as your principal residence. (Applicant)
- 5 Street Capital Financial Corporation reserves the right to amend or cancel this application COMMITMENT if the documentation received is not satisfactory and/or if it differs from the information shown on the application. We will also not be liable for any legal fees already incurred by the solicitor assigned to this transaction. (Applicant)
- 6 The Borrower(s) is responsible for the payment of property taxes. The payment of property taxes will be made through a pre-authorized payment plan offered by the Municipality. The Borrower will provide confirmation to Street Capital Financial Corporation that the property has been enrolled in such plan. In addition, the Borrower is responsible for claiming any Home Owner's Grants or tax subsidies available from the municipal tax offices. (Applicant)
- 7 You agree that we may share information concerning you with (a) any proposed assignee of this commitment or the mortgage loan, (b) our duly authorized agents and representatives who are engaged in the processing or servicing of your mortgage, (c) any parties necessary or desirable in connection with any sale or securitization of this mortgage loan (d) organizations with which the Lender has strategic alliances who may use such information to provide you from time to time with information on financial products which may be of interest to you and (e) any third persons, including credit bureaux, credit reporting and collection agencies, financial institutions, your past and present employers, creditors and tenants, your spouse or any other person who has information about you for the purposes of recording, evaluating and responding to your application for mortgage financing or related activities. If you prefer that your personal information not be shared with any party referred to in subsection (d) of this Section, you may so advise us in writing at any time and we will not share the information with them.  
You agree that we and the parties referred to in subsections (a), (b) and (c) of this Section may obtain information about you from any third persons, including credit bureaux, credit reporting and collection agencies as we may deem advisable and such information will be used by us for the purpose of recording, evaluating and responding to your application for mortgage financing or related activities and for ongoing administration of the Mortgage. (Applicant)

## Other

- 1 ERRORS AND OMISSIONS EXCEPTED (Applicant)
- 2 This commitment is subject to mortgage insurance approval (pending). (Underwriter)
- 3 Solicitor to verify Steve R Darley AKA Stephen Darley is one and the same (Solicitor)
- 4 Solicitor to verify Barbara K Darley AKA Barbara K Snobelen is one and the same (Solicitor)
- 5 Documents: current mortgage statement, title search, property tax bill (Broker)

## Portability Options

- 1 The borrower may, when not in default, and upon a bona fide arm's length sale of the property charged hereunder and the purchase of another property, apply for approval to transfer this mortgage as a charge of the same priority and of the same amount to the new property. The completion of the borrower's purchase transaction must occur no later than 30 days after the completion of the borrower's sale transaction. In most cases, an arm's length sale is one where the buyer and seller are unrelated and have no personal or business relationship with each other.  
The existing borrower and the new property must both qualify under the lender's underwriting policies, criteria, procedures and documentation requirements and those of any insurer, if applicable, in effect at the time of application. The borrower will be required to pay the port application fee, title insurance processing fee, appraisal fee and insurance premiums, if any, and all other fees and prepayment compensation that may be associated with the granting of the approval to port. (Broker)



## Prepayment Policies

- 1 The Borrower may prepay this mortgage in full at any time upon a compensation payment to the Lender of an amount equal to the greater of:

(a) three (3) months interest calculated by the Lender on the remaining balance and at the interest rate set out in the mortgage form or last renewal, conversion or amendment thereto, or

(b) the interest rate differential (IRD) calculation for the remaining term of this mortgage. The IRD is the amount of money the Lender requires, on the prepayment date, to compensate the Lender for the loss of interest income which results from a lower rate of interest on a replacing loan for the remainder of the term. The remainder of the term is the length of time from the payment due date of the last full loan payment made under this mortgage to the maturity date of this mortgage. The IRD is calculated by determining the difference between the mortgage rate in effect, at the time this mortgage was given or last renewed, converted or amended, and the Lender's posted rate in effect at the time such IRD calculation is made for the term closest to the remaining term, as determined by the Lender. The difference in these two rates is used to calculate the loss of interest income. The posted rate is that the Lender publishes on its web site and identifies as the rate for this mortgage product.

If the term of this mortgage is longer than five (5) years and the prepayment is made after the fifth (5th) anniversary date then the compensation payment is limited to three (3) months interest only as set out in (a). (Applicant)

- 2 The following privileges may be used in the same year.

The exercising of either privilege will not affect any of the borrower's obligations under this mortgage including the continuing regular loan payments as to amount or due date.

Privileges are not cumulative and may not be carried over from one year to the next.

### (a) PARTIAL PREPAYMENT

The borrower, when not in default, may prepay partial amounts of principal, without payment of compensation to the lender, on any payment date. Such partial payments must each be a minimum amount of \$ 100.00, and total no more than 20% of the original principal amount of this mortgage during each year. This privilege is only available if this mortgage is continuing in force and is not applicable in part to any prepayment in full of this mortgage. Any unused partial prepayment privilege will not reduce the compensation payable on any prepayment in full of this mortgage. This privilege may not be used in the 31 days prior to a prepayment in full of this mortgage.

### (b) PAYMENT INCREASE

The borrower, when not in default, shall have the privilege of increasing the then regular loan payment on account of principal and interest, in an amount not to exceed 20% thereof, or reducing the aforesaid increased payment by an amount up to but not exceeding 20%, once during any year. It is understood that the principal and interest portion of the regular loan payment may never be less than the original principal and interest amount.  
(Applicant)

## Rate Adjustment Policies

- 1 Should the actual interest rate charged on the mortgage be less than the amount set out in the Commitment Letter or the mortgage document, the Lender shall not be obligated to communicate this change in rate to the mortgagor. (Broker)

## Administration & Service Fees

- 1 If, at any time or from time to time, any default or breach of covenant occurs under any encumbrances registered against the land and which encumbrance has priority over this Mortgage, it shall constitute default under this Mortgage and we may pay all monies and take appropriate action to cure any default or breach under any such encumbrance. All costs, fees, charges, expenses and amounts paid by Street Capital Financial Corporation to cure any default or breach under any such prior encumbrance, shall be charged on the land and secured under this Mortgage and shall be recoverable by us in the same manner as any default or breach of covenant under this Mortgage. (Applicant)
- 2 There may be a fee charged for any payment that is returned or dishonoured. (Applicant)
- 3 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)



Requests for any changes to the terms and conditions of the Commitment will only be considered if your request is received by us in writing at least 5 business days prior to the Advance Date.

**Acceptance:**

This Commitment shall be open for acceptance by you until 11:59 pm on November 10, 2014 after which time, if not accepted, shall be considered null and void. Furthermore, the mortgage must be advanced by no later than November 21, 2014 at which time it expires.

Street Capital Financial Corporation

Authorized by \_\_\_\_\_

Bente Fleurie



I / We, hereby authorize Street Capital Financial Corporation to debit the account indicated below with payments on the Mortgage Loan (including taxes and life insurance premiums, if applicable)

☐ Chequing/Savings Account

☐ Chequing Account

☐ Current Account No. 1010007737 39

Bank Valley First

Branch Glenora

Address 401 Glenora Rd, Kelowna, BC

Transit No. 16940

Telephone No. 800-667-8328

A sample "VOID" cheque is enclosed. ✓

I / We Steve Darley, Barbara Darley warrant that all representations made by me/us and all the information submitted to you in connection with my/our mortgage application are true and accurate. I / We fully understand that any misrepresentations of fact contained in my/our mortgage application or other documentation entitles you to decline to advance a portion or all of the loan proceeds, or to demand immediate repayment of all monies secured by the Mortgage.

I / We, the undersigned borrowers accept the terms of this Mortgage Commitment as stated above and agree to fulfill the conditions of approval outlined herein.

WITNESS

BORROWER

DATE

Nov 12, 2014

WITNESS

CO-BORROWER

DATE

Nov 12, 2014