



TD Canada Trust

Mortgage Commitment (Broker Channel)

Mortgage Number: 1380540

APPLICANT(S)
Woon Jae Lee

Home: 250-300-0594, Bus: 250-300-0594

BORROWERS CURRENT ADDRESS
524 Mica Court
Kelowna, BC
V1W 5J6, CAN

SUBJECT PROPERTY ADDRESS
5700 Mountainside Drive
Kelowna, BC
V1W 5L6, CAN

SERVICING ADDRESS
The Toronto-Dominion Bank
1575 - 1130 Pender Street W
Vancouver, BC V6E 4A4, CAN

DETAILS

With reference to the above, The Toronto-Dominion Bank (TD) is pleased to provide a mortgage loan offer under the following conditions:

Loan		Terms		Payment	
Downpayment	\$333,037.60	Mortgage Priority	First	Monthly P&I	\$2,728.20
Loan Amount	\$618,498.40	Int. Calculated	Monthly	Est Annual Realty Taxes	\$4,758.00
		Interest Rate	See Below		
		Term (closed)	60 Month(s)		
		Amortization	25 years		
		Payment Frequency	Monthly		

Closing Date: Jun 24, 2016
Interest Adjustment Date: Jul 1, 2016
Maturity Date: Jul 1, 2021
Commitment Expires: Jun 24, 2016

CONDITIONS OF APPROVAL

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 in this document.

CONDITIONS

1. Signed Broker Commitment.
2. Signed Mortgage Loan Agreement.
3. Subject to no secondary financing.
4. Receipt of Full appraisal confirming a value of \$955,000.00 completed by an AACI, CRA, or DAR meeting TD mortgage standards. LTV not to exceed 65.00%. If the appraisal is not addressed to TD, provide letter of transmittal.
5. Mortgagor to be responsible for Realty Taxes.
6. Broker to provide satisfactory Purchase contract with all addendums along with floor plan and feature sheet.
7. Broker to provide current title search for #105-5650 The Edge Place confirming clear title along with undertaking from lawyer and email stating the mortgage reporting on the title is the sellers and is in the process of being discharged. With confirmation annual property taxes are \$3749.57
8. Solicitor to provide Order to pay/SOA for the sale of existing residence that is in wife's name only to confirm net sale proceeds as this is where the 'gifted' funds are coming from for down payment.
9. Solicitor to provide confirmation property taxes do not exceed \$4,725.

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Date June 21/16
20900 Broker (0416)

10. Broker to provide confirmation of Landed immigrant status has been granted in the last 5 years. (for both)
11. Broker to provide satisfactory gift letter from wife Mun Young Ma along with proof of deposit to confirm down payment and closing cost
12. Solicitor to provide (1) New Home Warranty Certificate, (2) Final Occupancy Certificate
13. Solicitor to provide legal description of the property.
14. Broker to provide addendum Mun Young Ma is removed from contract.
15. Broker to provide confirmation borrower has sufficient funds on deposit in Canada to cover 12 months principal, interest and tax payments.
16. Broker to provide MLS
17. Broker to provide title search on 532 Mica to confirm clients do not own property
18. Woon: Broker to provide most recent NOA to confirm no Taxes owing.

OTHER CONDITIONS

1. Provide VOID check.
2. All mortgage documentation will be signed at the Solicitors office or through remote agent signing prior to closing. In order to ensure this mortgage will close as scheduled, **ALL conditions must be satisfied no less than 10 business days prior to closing.** In the case of a purchase, if all conditions are not satisfied within that timeframe, TD Canada Trust will require an amendment to the offer in order to extend the closing date.
3. Notwithstanding the approval in this Commitment, we reserve the right to verify any information received and at any time, may require additional information or decline the application.
4. **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 \$ 728,498 (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)

5. **SOURCE OF DOWNPAYMENT** - Please indicate the source of funds for down payment for this mortgage transaction:

- [☒] Sale of Real Estate Property
 [☐] Borrowed against Liquid Assets
 [☐] RRSP
 [☐] Gift
 [☐] Proceeds from Sale of Investments
 [☐] Savings – From Employment/Investment Income
 [☐] Savings – From Pension
 [☐] Savings – From Inheritance
 [☐] Savings – From Government Benefit
 [☐] Savings – From Lottery winnings
 [☐] Savings – Casino winnings
 [☐] Non-Liquid Secured/Unsecured Credit
 [☐] Trust Funds
 [☐] Grants
 [☐] Proceeds from Business

6. **TD BRANCH SELECTION** - I/We would like our mortgage to be placed at the following TD Branch:

Transit #: 26758 -001 - 3148689

Address: 2705 hawthorn drive, Regina, SASK S4S 6H8

Initials AY Initials _____ Initials _____ Initials _____

Date June 21/16
20900 Broker (0416)

7. **SOLICITOR INFORMATION** - Our solicitor acting on behalf of this transaction will be:

Name:

Address:

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

8. Interest Rate is set at the TD Mortgage Prime Rate less 0.350%. Rate varies with TD Mortgage Prime Rate changes

9. Clients have selected the **Variable Interest Rate (Closed Term) mortgage (VIRM)** with details as follows:

- 5 year term
- Interest Rate is set using TD Mortgage Prime Rate less discount on the 1st of every month
- Interest is calculated and compounded Monthly
- Mortgage payments remain fixed for the term unless your established payment no longer meets the minimum payment required as a result of increased interest rates.

10. Conversion: Clients have the option of converting the VIRM to a fixed interest rate mortgage with a term equal to or longer than the number of years remaining on the current term. Once converted to a fixed term mortgage regular pre-payment penalties including IRD may apply.

11. Pre-Payments:

VIRM may be prepaid upon payment of the 3 months interest penalty

- Each calendar year, on any regular payment date, on written notice, the clients can increase their regular mortgage principal and interest payment without charge, to a maximum of 100%
- Each calendar year the clients may also prepay a principal sum of not more than 15% of the original mortgage principal amount. The privilege is not cumulative from year to year

12. The VIRM is not portable

13. For Conventional VIRMs if interest rate fluctuations push the outstanding principal balance to more than 80% of the lending value, the mortgage becomes due and payable. The clients have the following options:

- Apply a lump sum payment against the mortgage to reduce the loan-to-value to 80%.
- Convert to a fixed rate mortgage to prevent any further erosion of the client's equity
- Re-appraise the property at the client's expense; if the loan-to-value ratio based on the appraisal falls within guidelines, no adjustment is required.

14. **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)

[x] No

15. **POWER OF ATTORNEY** - Use of Power of Attorney to close a transaction requires TD approval. Provide:

- Relationship of Attorney to applicant
- Reason the applicant can not be present
- Relationship of Attorney and Applicant to TD

MORTGAGORS ACKNOWLEDGEMENT

If using remote signing process:

1. I/We acknowledge and agree that I/we have applied to TD Canada Trust for a first residential Mortgage Loan.
2. I/We understand the nature of this transaction. The mortgage will be an encumbrance registered against my property. TD Canada Trust may use a third party service provider to register the mortgage and may title insure the mortgage to protect its interest. I consent to the sharing of my information necessary to effect these transactions with the third party service provider and/or title insurer. I have been given the opportunity to obtain independent legal advice and I have decided not to hire a lawyer to represent me in this transaction. I acknowledge that I have no legal representation in this transaction and that TD Canada Trust will ensure only that its own interests are protected and that TD Canada Trust has no obligation to protect my interests. I acknowledge that I can, at my own expense, retain a lawyer to represent me at any stage of this transaction. (Applicable in B.C. and New Brunswick only) Any lawyer, notary or commissioner I may meet with is only witnessing my/our signature(s) and is not acting for me/us.

Initials *ig* Initials _____ Initials _____ Initials _____Date June 21/16

20900 Broker (0416)

3. If my/our application is accepted, TD Canada Trust will require me/us to execute one or more of a mortgage, credit agreement, or other supporting documentation to secure its interests in the subject property. I/We authorize TD Canada Trust or its agents to make any non-material change to the document(s) I/we signed, which may be required in order to facilitate registration with the appropriate government agencies. I hereby agree to execute or re-execute at my cost any documents or additional documents that TD Canada Trust may reasonably require to make its mortgage security enforceable or resolve any uncertainties relating to my title in the subject property.

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)

Initials gy Initials _____ Initials _____ Initials _____

Date June 21/16
20900 Broker (0416)

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 Within 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.
- to manage and assess our risks and operations, including to collect a debt owed to us by you.
- to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the Marketing Purposes section below.

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, it is your option to provide it. 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 Reporting Agencies and Other Lenders – For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with 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, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. 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 and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

Fraud – In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

Insurance – This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may, collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process.

With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

Initials *JS* Initials Initials Initials

Date *June 21/16*
20900 Broker (0416)

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, 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 TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective 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:

- 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.

Initials  Initials _____ Initials _____ Initials _____

Date June 21/16
20900 Broker (0416)

CLIENT ACCEPTANCE

If the conditions contained herein are satisfactory to you, please indicate your acceptance thereof by signing below.

Applicant(s):

Woon Jae Lee

Signature



Date

June 21/16

LENDER AUTHORIZATION

Approved by The Toronto-Dominion Bank

Phone: 778-328-3556

Fax: 855-522-2355

Initials _____ Initials _____ Initials _____ Initials _____

Date

June 21/16

20900 Broker (0416)

MR WOON JAE LEE
MRS MUN YOUNG MA
524 MICA CRT
KELOWNA BC V1W 5J6

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VOID

PAY TO THE ORDER OF \$

/ 100 DOLLARS

☒ Security features included. Details on back.

BMO Bank of Montreal
2705 GORDON ROAD
REGINA, SASKATCHEWAN S4S 6H8

MEMO

MP

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