

# **Package #530134**

## **British Columbia - Collateral**

***Last Revised: September 2021***

523066 - Solicitor/Notary Instructions (Last Revised: November 2018)  
523064 - Request for Funds/Information (Last Revised: April 2010)  
525342 - Collateral Mortgage (Last Revised: November 2018)  
525344 - Schedule - Collateral (Last Revised: October 2010)  
525298 - Collateral Standard Mortgage Terms (Last Revised: November 2018)  
523070 - Solicitor's/Notary's Final Report on Title and Certificate of Insurance (Last Revised: October 2018)

## Solicitor/Notary Instructions Collateral Mortgage

We are retaining you to act on behalf of **The Toronto-Dominion Bank** (also referred to as the "Bank") in this mortgage transaction. In all instances and at all times, where you are acting for more than one client in the same mortgage transaction, you must comply with your professional rules and obligations, and in particular the rules relating to joint retainers; including without limitation, any requirement to obtain the Bank's (or any other party's) express or implied consent. **If this is a purchase transaction, and you or any other employee/partner of your firm also act for the Vendor, you must notify the Bank in writing, no later than when submitting the request for funds, that you have accepted the joint retainer.**

The Bank will not require or approve an interim report on title, requisition of funds or draft documentation, including the Mortgage. The Bank relies solely on you to ensure that the Mortgage is prepared in accordance with these Instructions. You assume sole responsibility for the accuracy and validity of all documents, including the Mortgage. As the Bank's legal counsel, you will ensure that all of the Bank's interests as Mortgagee are valid and appropriately secured.

**The Mortgage must show the address for the Bank noted on the Solicitor/Notary Instructions Re: Customer Details (the "Customer Details").**

**In Quebec**, please visit our office at the address provided on the Customer Details for the signature of the Mortgagee. When you visit our office to sign the Mortgage, you must provide us with the Customer Details.

You are not authorized to alter any of the Mortgage documents or the Final Report on Title except as may be specified in these Instructions or the Customer Details. Furthermore, issues related to title which affect the Bank's security or which are contrary to the intent of the Bank as outlined herein are to be referred to the named contact on the Customer Details for written direction prior to your release of the Mortgage funds.

You must use the name **The Toronto-Dominion Bank** for **Registration** purposes.

Refer to the Customer Details for the delivery instructions of the final documents, including the Mortgage.

### **ADDITIONAL REQUIREMENTS FOR ELECTRONIC INSTRUCTIONS SENT THROUGH ASSYST REAL ESTATE (the "Platform"):**

Unless otherwise indicated, all instructions applicable to non-Platform/non-LLC/non-LDD transactions also apply to Platform transactions. In addition:

- (i) For electronic instructions sent through the Platform, the instructions are deemed to have been received by you at the time of acceptance by you via the Platform.
- (ii) Unless otherwise indicated, all documents you require, including the Mortgage and related documentation, are available on the Platform and are to be used by you. Do not use other documents unless directed by us.
- (iii) When you accept our electronic instructions you are representing to us that you have been issued a valid digital signature by:
  - (a) In Ontario, Alberta and Saskatchewan: Emergis Certification Authority;
  - (b) In British Columbia: the Law Society of British Columbia, through Juricert;
  - (c) In Quebec: the Chambre des notaires;
  - (d) In Manitoba: the Law Society of Manitoba through Legal Data Resources (Manitoba) Corporation.Throughout these instructions, all references to a "digital signature" mean a valid digital signature issued by the above bodies/organization shown for your province. You undertake to notify us immediately in the event the digital signature issued to you is compromised or no longer in force.
- (iv) You are responsible for complying with these and any other instructions applicable to the transaction and ensuring that the Mortgage and all related documents comply with them. The Mortgage will have already been populated with information. Please review the Mortgage and any other documents received through the Platform to ensure they have been completed in accordance with these and any other instructions applicable to the transaction. Please ensure the information displayed in the Mortgage conforms with the information displayed in the Customer Details.
- (v) Complete a Request for Funds/Information form, sign it by digital signature and send it via the Platform at least 2 business days before funds are required.
- (vi) The Solicitor's/Notary's Final Report on Title is available on the Platform and should be signed using your digital signature and returned to the Bank via the Platform.

- (vii) **Return of Documents** - You must return the documents to the Bank listed in section 12 (e), (i) and (j) of the Solicitor's/Notary's Final Report on Title. You agree to retain and to make available to the Bank, at any time and without delay, all other applicable documents as set out in section 12 of the Solicitor's/Notary's Final Report on Title.

**ADDITIONAL REQUIREMENTS FOR ELECTRONIC INSTRUCTIONS SENT THROUGH LENDER-LAWYER CONNECT ("LLC"):**

Unless otherwise indicated, all instructions applicable to non-Platform/non-LLC/non-LDD transactions also apply to LLC transactions. In addition:

- (i) For electronic instructions sent through LLC, the instructions are deemed to have been received by you at the time of acceptance by you via LLC.
- (ii) Unless otherwise indicated, all documents you require, including the Mortgage and related documentation, are available on LLC and are to be used by you. Do not use other documents unless directed by us.
- (iii) When you accept our electronic instructions you are representing to us that you have been issued with a valid User ID and Password and that such User ID and Password are used solely by you to perform transactions through LLC.
- (iv) You undertake to notify us immediately in the event that the Password issued to you is compromised or otherwise becomes known to anyone else other than you.
- (v) You are responsible for complying with these and any other instructions applicable to the transaction and ensuring that the Mortgage and all related documents comply with them. The Mortgage will have already been populated with information. Please review the Mortgage and any other documents received through LLC to ensure they have been completed in accordance with these and any other instructions applicable to the transaction. Please ensure the information displayed in the Mortgage conforms with the information displayed in the Customer Details.
- (vi) Complete a Request for Funds/Information form, using your own LLC identity (User ID and Password) and send it via LLC at least 2 business days before funds are required.
- (vii) The Solicitor's/Notary's Final Report on Title is available on LLC and should be signed using your own LLC identity (User ID and Password) and returned to the Bank via LLC.
- (viii) **Return of Documents** - You must return the documents to the Bank listed in section 12 (e), (i) and (j) of the Solicitor's/Notary's Final Report on Title. You agree to retain and to make available to the Bank, at any time and without delay, all other applicable documents as set out in section 12 of the Solicitor's/Notary's Final Report on Title.

**ADDITIONAL REQUIREMENTS FOR ELECTRONIC INSTRUCTIONS SENT THROUGH LAWYERDONEDEAL CORP. ("LDD"):**

Unless otherwise indicated, all instructions applicable to non-Platform/non-LLC/non-LDD transactions also apply to LDD transactions. In addition:

- (i) For electronic instructions sent through LDD, the instructions are deemed to have been received by you at the time of acceptance by you via LDD.
- (ii) Unless otherwise indicated, all documents you require, including the Mortgage and related documentation, are available on LDD and are to be used by you. Do not use other documents unless directed by us.
- (iii) When you accept our electronic instructions you are representing to us that you have been issued with a valid User ID and Password and that such User ID and Password are used solely by you to perform transactions through LDD.
- (iv) You undertake to notify us immediately in the event that the Password issued to you is compromised or otherwise becomes known to anyone else other than you.
- (v) You are responsible for complying with these and any other instructions applicable to the transaction and ensuring that the Mortgage and all related documents comply with them. The Mortgage will have already been populated with information. Please review the Mortgage and any other documents received through LDD to ensure they have been completed in accordance with these and any other instructions applicable to the transaction. Please ensure the information displayed in the Mortgage conforms with the information displayed in the Customer Details.
- (vi) Complete a Request for Funds/Information form, using your own LDD identity (User ID and Password) and send it via LDD at least 2 business days before funds are required.
- (vii) The Solicitor's/Notary's Final Report on Title is available on LDD and should be signed using your own LDD identity (User ID and Password) and returned to the Bank via LDD.
- (viii) **Return of Documents** - You must return the documents to the Bank listed in section 12 (e), (i) and (j) of the Solicitor's/Notary's Final Report on Title. You agree to retain and to make available to the Bank, at any time and without delay, all other applicable documents as set out in section 12 of the Solicitor's/Notary's Final Report on Title.

**MORTGAGOR/GUARANTOR IDENTIFICATION:**

We are relying on you to identify the Mortgagor(s)/Guarantor(s) in accordance with the Identification Guidelines outlined in Appendix A of these Instructions. This must be done prior to releasing funds to the Mortgagor(s). We require that you submit information regarding the forms of identification as part of your Final Report. You may wish to contact the Mortgagor(s)/Guarantor(s) to ensure that they have the appropriate identification when you meet with them to sign the Mortgage.

**NEED FOR INDEPENDENT LEGAL ADVICE (ILA):**

The Bank requires you to ensure that any person in this transaction (Mortgagor(s) or Guarantor(s) or Consenting Spouse (where applicable)) who may require ILA receives ILA, whether or not the Bank has instructed you to obtain ILA. The Bank will hold you responsible for any claim relating to lack of ILA by any Mortgagor(s) or Guarantor(s) or Consenting Spouse (where applicable).

**UNUSUAL CIRCUMSTANCES:**

You must advise the Bank prior to closing of any unusual circumstances. You are not allowed to fund unless the Bank has provided you with its written consent and you will be responsible for any losses suffered if you fail to notify the Bank prior to closing. Unusual circumstances include, but are not limited to:

- (i) Recent sales (eg. within 6 months) of the same property at substantially lower values,
- (ii) Recently discharged mortgage(s) or title transfer(s) (eg. within 6 months),
- (iii) The vendor named in the purchase agreement is not the registered owner of the property at the time the purchase agreement was signed by the Mortgagor(s),
- (iv) Disbursements to parties other than the usual payees including a disbursement to a mortgage broker or someone arranging financing or credits by the vendor to the Mortgagor(s),
- (v) If the transfer value to be registered on title is not equal to the purchase price noted on the purchase agreement, including any amendments, signed by the Mortgagor(s) or the purchase price indicated in the Customer Details Summary,
- (vi) A party to the transaction is identified by you as merely lending his/her name to the transaction (eg. straw buyer), and/or there appears to be a third party who is directing the Mortgagor(s) with the transaction, or
- (vii) Title insurance was declined for any reason by the insurer.

**DISBURSEMENT OF FUNDS:**

1. Please provide the office indicated on the Customer Details with a signed Request for Funds/Information form to request funds. Any Request for Funds received less than 2 business days before the scheduled Mortgage Closing Date may result in a delay of funding.
2. The Mortgage proceeds as set out in the Disbursement Details section of the Customer Details will be provided in one of the following methods:
  - (a) automatically deposited to
    - (i) your TD Canada Trust trust account; or
    - (ii) your trust account at another financial institution, if this method has been approved by the Bank.
  - (b) mailing or pick up of a cheque payable, in trust, to your order or to your firm's order, dated as of the scheduled Mortgage Closing Date. The cheque cannot be negotiated prior to or after that date.
3. **No Funds Requested:** (Refer to the Confirmation of Registration section below for additional instructions) The Borrower(s) has/have not requested any proceeds to be advanced. Should this change, the attached Request for Funds/Information Form must be used to request funds. Please refer to the Confirmation of Registration section below for additional instructions.
4. **General:** If the Borrower(s) has/have requested proceeds to be advanced, then (except in the Province of Manitoba) the amount of these proceeds will automatically be advanced to the Bank's mortgage system on the scheduled Mortgage Closing Date and interest will accrue from that date unless the Bank receives written notification from you/your office at least 24 hours prior to the scheduled Mortgage Closing Date that the Mortgage Closing Date has been delayed or cancelled. If you have not notified the Bank of the delay or cancellation, and the funds have been deposited to your trust account (either by automatic deposit or draft), you must return the funds to the Bank. If the Bank does not receive such timely notice from you/your office that the Mortgage Closing Date has been delayed or cancelled and/or the funds are not returned immediately, you assume responsibility for the accrued interest and all other costs/compensation associated with the delay and/or failure to close.

**UNDERTAKING:**

Your disbursement of funds and/or registration of the Mortgage, or use of the funds in any way, constitutes acceptance of this retainer and your undertaking to comply with all instructions, including completing and returning within 30 days after the Mortgage has been disbursed in full, the Solicitor's/Notary's Final Report on Title and Certificate of Insurance together with all required documents.

If you are using the Western Law Societies Conveyancing Protocol (the "Protocol"), you undertake:

- (a) to provide the Solicitor's/Notary's Final Report on Title and Certificate of Insurance together with all required documents within 30 days after registration is complete; and
- (b) to notify the Bank immediately upon receiving any information alleging title defects or the loss of priority of the Mortgage.

**TITLE:**

The Bank will require either:

- (a) that you fully complete and return to the Bank the Solicitor's/Notary's Final Report on Title and Certificate of Insurance (copy enclosed), as provided, or for the provinces of British Columbia, Alberta, Saskatchewan and Manitoba, a solicitor's opinion issued in accordance with the Protocol and these instructions is acceptable (see Appendix B for further instructions regarding the Protocol).

or

- (b) Title Insurance. If Title Insurance is obtained, the Bank relies solely on you to ensure appropriate endorsements are obtained for the coverage of the risk associated with the transaction, including 'gap' coverage where funds may be released prior to the mortgage registration. The Bank will accept a Policy of Insurance from the following title insurance companies:
  1. FCT Insurance Company Ltd.
  2. Stewart Title Guaranty Company
  3. TitlePlus (Lawyers' Professional Indemnity Company)
  4. Travelers Guarantee Company of Canada
  5. Chicago Title Insurance Company

The option of obtaining Title Insurance in lieu of a Survey is in addition to and not in substitution for any other requirement to obtain a Policy of Title Insurance for a risk other than that related to a Survey.

**ONTARIO ONLY:**

On the date of the final disbursement of the funds, you will search, in the applicable Registry Office, for executions/judgements against the Vendor (if applicable), Mortgagor(s) and Guarantor(s), and confirm that same are clear.

**SURVEY:**

You will obtain and review a Survey or a Surveyor's Certificate/Real Property Report (Alberta, Newfoundland, and Saskatchewan)/ Certificate of Location (Quebec) (collectively referenced herein as "Survey") completed by a recognized land surveyor and dated within the last twenty (20) years. You will be satisfied that the Survey provides satisfactory confirmation that the position of the buildings on the land complies with all municipal, provincial and other government requirements and that all zoning and other restrictions have been complied with and that the buildings on the Property are within the boundaries of the Property. Where an addition has been made since the date of the Survey, an updated Survey is required unless there is no doubt that the addition is also clearly within the lot lines and meets all setback requirements. Where a survey is not available for conventional uninsured mortgages, and you are satisfied that the position of the building on the land complies with all municipal, provincial and other government requirements, a declaration of possession (or statutory declaration) for not less than ten (10) continuous years and indicating no changes to or disputes regarding the Property may be accepted. Where a survey is not available for insured mortgages, the survey requirement can only be waived on an exception basis and must be referred to our office for direction prior to your releasing the Mortgage funds. A Survey is not required for a mortgage in second position to a Bank or Canada Trust first mortgage.

**Additional Provincial Requirements:**

**Alberta:** A Stamp of Compliance is required. If the Real Property Report is older than six (6) months, an Affidavit of Examination by the Vendor is required confirming no changes have transpired since the original survey was completed.

**Manitoba:** A Zoning Memorandum is required. If the survey is older than ten (10) years, an Affidavit of Examination by the Vendor is required confirming no changes have transpired since the original survey was completed.

**Saskatchewan:** A Zoning Memorandum is required. If the Real Property Report is older than twenty (20) years, an Affidavit of Examination by the Vendor is required confirming no changes have transpired since the original survey was completed.

The Bank will rely on your opinion and will not review the Survey. In the alternative, the Bank will also accept a Policy of Title Insurance in lieu of the Survey from the title insurance companies listed above or a solicitor's opinion issued in accordance with the Protocol in the applicable provinces.

**POSTPONEMENT:**

If the Mortgage is required to be registered in first priority and a prior registration in favour of the Bank is currently registered against the Property, you must register a postponement in favor of the Mortgage. In order to ensure that the postponement is effective for subsequent advances in Ontario, New Brunswick, Prince Edward Island and Newfoundland and Labrador, the postponement must include the following language and appropriate instrument numbers (where applicable):

- (i) Ontario:

*"For greater certainty, any amounts advanced or subsequently advanced by the registered owner of the instrument registered as number <INSERT NUMBER> registered on <DATE> shall rank in priority to the rights of the applicant under the selected instrument."*



(ii) New Brunswick:

*"The owner of the interest postponed, being the registered owner of an interest in the specified parcel by virtue of the specified instrument, postpones priority to that of the owner of the interest postponed to under the specified instrument for all amounts secured by that interest, including any and all amounts advanced or subsequently advanced by the registered owner of the interest postponed to under the specified instrument."*

(iii) Prince Edward Island:

*"NOW THIS INDENTURE WITNESSETH that in consideration of One Dollar (\$1.00) now paid to THE TORONTO-DOMINION BANK by the said THE TORONTO-DOMINION BANK, the receipt whereof is hereby acknowledged, THE TORONTO-DOMINION BANK, its successors and assigns, covenants and agrees with THE TORONTO-DOMINION BANK, its successors and assigns, that the second mentioned mortgage in favour of THE TORONTO-DOMINION BANK shall be an encumbrance upon the said lands described in the second mentioned mortgage prior to the first mentioned mortgage, for all amounts secured by the second mentioned mortgage, including any and all amounts advanced or subsequently advanced by THE TORONTO-DOMINION BANK, in the same manner and to the same effect as if it had been dated and registered prior to the first mentioned mortgage. And in order to effectuate the same, THE TORONTO-DOMINION BANK doth grant and release unto the said THE TORONTO-DOMINION BANK in fee simple all the lands described in the first mentioned mortgage."*

Note: You may use other language to the same effect if appropriate.

(iv) Newfoundland and Labrador:

*"That the principal sum and interest named in the New Mortgage and all other sums secured thereby, including any and all sums advanced or subsequently advanced by the Party of the Second Part, shall be entitled to the benefit of the security created on and over the mortgaged premises described in the Schedule annexed thereto in priority to the principal sum, interest and other sums secured by the Current Mortgage whether or not the indebtedness of the Mortgagor pursuant to the New Mortgage is incurred, either in whole or in part, before, contemporaneously with or subsequent to, the sums secured by the Current Mortgage and notwithstanding the date of execution, delivery or registration of either of the mortgages."*

Note: You may use other language to the same effect if appropriate.

**CORPORATE/TRUST MORTGAGOR:**

If there is a corporate or trust mortgagor, you are required to confirm that such mortgagor:

- (a) is duly incorporated/constituted;
- (b) is qualified to own real estate in the jurisdiction where the Property is located; and
- (c) has the necessary powers to borrow the monies secured by the Mortgage and to grant the Mortgage.

**POWER OF ATTORNEY:**

If this Mortgage is executed under Power of Attorney, your registration of the Mortgage confirms that:

- 1. You are authorized in the Customer Details to use the Power of Attorney or you have subsequently received the Bank's consent in writing to use the Power of Attorney;
- 2. You have confirmed the identity and signature of the Attorney in accordance with the Identification Guidelines in Appendix A;
- 3. The Power of Attorney, regardless of where it is executed, is valid for use in the province in which the Mortgage is to be registered, the Mortgage is duly authorized under the Power of Attorney document and the Mortgage has been properly executed; and
- 4. You have reviewed the Power of Attorney for restrictions that impact or may impact the Bank's Mortgage and there are no such restrictions.

**If this Mortgage is executed under Power of Attorney, you must obtain a Policy of Title Insurance from one of the title insurance companies listed above.**

**ADDITIONAL REQUIREMENTS:**

- 1. Please provide, for the following provinces:
  - (a) British Columbia - a State of Title Certificate
    - an acknowledgement from the Mortgagor(s) of receipt of the Standard Mortgage Terms
  - (b) Alberta - a Certified Copy of Title
  - (c) New Brunswick - a Certificate of Registered Ownership
  - (d) Nova Scotia (where applicable) - a Statement of Registered and Recorded Interest (Registrar Certified)

- (e) Manitoba - a Status of Title
- (f) Saskatchewan - a Certified Copy of Title
- 2. If water supply is by well, please obtain a water potability certificate indicating the water meets government standards and is suitable for human consumption that must be dated within 60 days of the actual closing date.
- 3. If new home construction, please obtain:
  - (a) a New Home Warranty Certificate (all provinces except Manitoba or Alberta)
  - (b) for Manitoba - a New Home Warranty Certificate and a Possession Certificate
  - (c) for Alberta - a Certificate of Possession or New Home Registry Approval Certificate
  - (d) for all provinces - if water supply is by well, a well driller's certificate confirming a minimum flow of 20 litres per minute over a 1 hour period
  - (e) for all provinces - if on a new septic system (including new construction), confirmation from a provincial or municipal authority certifying that the soil and water pollution, septic system design and installation are acceptable
- 4. You shall provide confirmation of information required for Property Tax Rolls (i.e. municipal address, municipality, brief legal description, property tax roll number).
- 5. If the Property is located in Quebec, the debts mentioned in Section 2695 of the Civil Code of Quebec must be secured by the Mortgage.
- 6. Other: Refer to the Additional Requirements section of the Customer Details document.

**CONDOMINIUM: (if applicable)**

You will review the Status Certificate (for Ontario and Quebec)/Certificate of Payment (for British Columbia)/Estoppel Certificate (for Alberta, Saskatchewan, Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland)/Disclosure Certificate (for Manitoba) and certificate of insurance for the Property on behalf of the Condominium Corporation and the Mortgagor(s) and determine that all documents are satisfactory.

Please note that the Bank will rely on your opinion and will not review the information.

**PLANNING ACT: (for Ontario only)**

You will review the title to the Property and determine that the Mortgage does not contravene the provisions of the Planning Act, as amended from time to time.

**NOTICE OF ADDRESS: (for Quebec only)**

For all land registry offices that are computerized, the notice of address number that must be registered with the Mortgage is the following: 6 000 062.

**LEASED LAND: (if applicable)**

You will review the Lease and confirm all payments required to be made under the Lease are current and there is currently no default with any provision of the Lease. You will also confirm the Lease allows for the transfer or assignment of the Lease from the Lessee to the Bank. Information about the Lease and the Landlord will also be confirmed and provided, and notice of the Mortgage shall be given to the Landlord where applicable and proper consents from the Landlord obtained.

**FIRE INSURANCE:**

You will ensure that the Mortgagor(s) have acquired Fire Insurance for at least the amount of the Mortgage or the replacement value of the buildings, whichever is less, with loss payable to The Toronto-Dominion Bank subject to the Standard Mortgage Clause and containing an extended coverage/All Risk endorsement or a broad form policy.

**FEES:**

All legal fees and expenses incurred on this transaction on a solicitor and own client basis, are payable by the Mortgagor(s) whether or not the Mortgage proceeds are advanced.

**REQUEST FOR FUNDS/INFORMATION FORM:**

Please use the Request for Funds/Information Form (included) to provide information on the subjects noted thereon or changes to the Mortgage, funding requests, and property tax accounts.

**CONFIRMATION OF REGISTRATION: (if applicable)**

If the Mortgagor(s) has/have not requested any funds be advanced from this Mortgage, then the Bank will require you to complete the Confirmation of Registration section contained in the Request for Funds/Information form and fax this to the individual noted in the Customer Details document immediately upon registration of the Mortgage. The credit facility will not be activated until a Request for Funds/Information document with completed Confirmation of Registration section is received.

**INTEREST RATE:**

(This is for information purposes only)

Although we are secured for a higher interest rate, we are entitled only to interest as determined by the rate on the credit agreement or any other evidence of indebtedness which the Borrower(s) may have entered into with the Bank at any particular point in time. This provides the Borrower(s) with more flexibility where their borrowings are concerned. If they require additional financing, within the principal amount set out in the Mortgage, and interest rates have increased, we remain in a position to provide the additional financing without requiring new collateral mortgage security.



## Appendix 'A'

### Identification Guidelines

**Note: If the *Solicitor/Notary Instructions Re: Customer Details* form (#525016) instructs you to provide a Preliminary Report, please meet the requirements of List A for both the Preliminary Report and the Final Report. If a Preliminary Report is not required, you may use either List A or List B for the Final Report.**

Prior to disbursement of funds, you are required to verify the identity and other information of each Mortgagor, Guarantor, and where applicable, the Attorney under Power of Attorney and each signing officer of a Corporate Mortgagor.

#### List A: Single Source Method

The following are government issued photo IDs that can be utilized to ascertain the identity of an individual. Only one piece of government issued photo ID is required. The ID must be original, valid and current. The original ID must be reviewed in the presence of the individual in order to compare the individual with the photo. **Do not send copies of the ID used to the Bank.**

Type of Photo ID	Required Records
Driver's License (Canadian)	<p>A record must be kept of the following:</p> <ol style="list-style-type: none"> <li>1. The customer's name as it appears on the identification document</li> <li>2. The date of verification meaning the date on which you ascertained the identity</li> <li>3. The type of photo ID document used for verification</li> <li>4. Unique ID or document number</li> <li>5. The issuing jurisdiction if other than federal or national <sup>1</sup></li> <li>6. The country of issue <sup>1</sup></li> <li>7. If available <sup>2</sup> its expiry date.</li> </ol>
Passport/Passport Card (U.S.A.)	
NEXUS Card	
Passport (Canadian or International)	
Permanent Driver's License (U.S.A.)	
Certificate of Indian Status (Canadian)	
Military Identification Card (Canadian)	
-issued by the Canadian Dept. of National Defence	
Permanent Resident Card (Canadian)	
Canadian Government Issued ID Card (Federal, Provincial, Territorial)	
Canadian Citizenship or Naturalization Card/Certificate	
Firearms License (Canadian)	
BC, SK, NL, NB, YK, NU, NT Health Card	
QC Health Card	
-only where offered by the customer	

<sup>1</sup> Examples of an issuing jurisdiction and country of origin is as follows:

- For an Ontario Driver's License: Issuing Jurisdiction: Ontario, Country of Issue: Canada
- For a Canadian Passport: Issuing Jurisdiction: N/A, Country of Issue: Canada
- For a U.S. Driver's License: Issuing Jurisdiction: Alabama, Country of Issue: USA
- For a U.S. Passport: Issuing Jurisdiction: N/A, Country of Issue: USA

<sup>2</sup> If available means that in the event that the Identification document contains an expiration date, please record it.

## List B: Dual Source Method

The following documents or information can be utilized to verify the identity of an individual. The documents or information used must be original, valid and current (most recent). You can use any two of the following but each must be from a different column. The customer's name must be the same on both the documents.

Column A Documents or Information to verify <b>Name and Address</b>	Column B Documents or Information to verify <b>Name and Date of Birth</b>	Column C Documents or Information to verify <b>Name and confirm a financial account</b> (non- investment account) with a Canadian financial institution	<b>Required Records</b>
Canadian Property Tax Assessment (Municipal)	Canada Pension Plan (CPP) Statement of contributions	Canadian Credit Card Statement (other than a TD statement)	<p>A record must be kept of the following:</p> <ol style="list-style-type: none"> <li>1. The Individual's name as shown on the identification</li> <li>2. The date of verification meaning the date on which you ascertained the identity</li> <li>3. Name of the two different Identification/Document Types (e.g., Utility Bill, Child Care Benefit Statement)</li> <li>4. Name of the two different Sources of Identification/Document (e.g., Hydro One, Government Agency or Department who issued the child care benefit statement)</li> <li>5. Account or Reference number of the two different documents</li> </ol>
Canadian Provincially-issued Vehicle Registration	Canadian Birth Certificate	Canadian Bank Statement - only deposit accounts (other than a TD statement)	
Benefits Statements from a Canadian Federal or Provincial government	Canadian Citizenship Certificate (non photo)	Canadian Loan Account Statements (other than a TD statement)	
CRA documents	Temporary Canadian Driver's License	Canadian Mortgage Statement (other than a TD statement)	
Utility Bills that deliver service to a residence	Insurance Documents issued by a Canadian insurer	Canadian Line of Credit Statement (other than a TD statement)	
T4 Statement			
Registered Retirement Account Statements (other than a TD statement)			
Term Deposit/GIC Statement (other than a TD statement)			

## Appendix 'B'

### Additional instructions - Western Law Societies Conveyancing Protocol

The Bank accepts the use of the Western Law Societies Conveyancing Protocol (the "Protocol") for the types of property covered by the Protocol, as of January 1, 2007. **Any attempt to use the Protocol to cover additional property types, including but not limited to, commercial or agricultural properties is not accepted by the Bank. You are authorized to use this instruction for this Mortgage only. When acting for the Bank in other transactions, you may only use the Protocol if it is expressly permitted in the instructions for those other transactions.**

By issuing the Protocol opinion, you are representing that:

1. You have complied with the Protocol for the province in which the property is located, and have acted and issued this opinion in accordance with the Instructions (which are incorporated herein) with respect to the Mortgage subject to any qualifications noted below which have been accepted by you.
2. You also agree that if there is:
  - (a) an intervening registered encumbrance or an unregistered encumbrance of which you are aware which takes priority over the Mortgage contrary to the Instructions; or
  - (b) a survey problem or defect which would have been disclosed by an appropriate surveyor's certificate prepared prior to the disbursement of Mortgage funds,then you will be responsible to the Bank for any actual losses (including the cost of repairs) that the Bank suffers as a result.
3. You maintain minimum insurance coverage at least equal to the face amount of the Mortgage.

# Request for Funds/Information

## Completion is Mandatory

**To:** Credit Administration Services  
**Attention:**

Fax #:

**From:**  
Barrister & Solicitor

Solicitor Telephone #:  
Solicitor Fax #:

**Re:** Mortgagor(s):  
Guarantor(s):  
Mortgage Reference Number:  
Address of Property:  
Legal Description:  
Mortgage Amount: \$  
Mortgage Closing Date:

Branch:

### REQUEST FOR FUNDS:

**Please provide completed form at least 2 business days prior to the scheduled Mortgage Closing Date, or there may be a delay in funding.**

☐ I/We have complied with all your conditions and requirements set out in the Solicitor/Notary Instructions and am/are in a position to advance the mortgage or credit facility contemplated (complete Instructions for Delivery of Funds below). I/We request funds in the amount of \$\_\_\_\_\_ for the Mortgage Closing Date of \_\_\_\_\_.

☐ The Mortgage Closing Date/Mortgage amount changed (complete Notification of Change below).

### Instructions for Delivery of Funds (select one):

☐ Deposit to my/our TD Canada Trust, Trust Account #: \_\_\_\_\_ Branch: \_\_\_\_\_

☐ If previously approved by TD Canada Trust, deposit to my/our Trust Account #: \_\_\_\_\_ at  
Institution #: \_\_\_\_\_ Branch #: \_\_\_\_\_

☐ Pickup cheque at branch: \_\_\_\_\_

☐ Mail/Courier cheque

### CONFIRMATION OF REGISTRATION (Collateral Mortgage only):

☐ The Mortgagor(s) have requested the Line of Credit be activated and no funds are required to be advanced at this time. Details of the registration of the Mortgage are as follows:

Mortgage Priority: ☐ First ☐ Second ☐ Other: \_\_\_\_\_

Registration Number/Particulars: \_\_\_\_\_

Date of Registration (mm/dd/yyyy): \_\_\_\_\_

Date ILA Signed (mm/dd/yyyy): \_\_\_\_\_

I confirm that the above mentioned Mortgage has been registered in accordance with the Solicitor/Notary Instructions issued by The Toronto-Dominion Bank and all information above is accurate.

**PROPERTY AND TAX INFORMATION:**

Please confirm the following information **by the Mortgage Closing Date:**

Property Identification Number (Ontario only): \_\_\_\_\_

Property Tax Roll Number: \_\_\_\_\_

**NOTIFICATION OF CHANGE:**

**You must provide our office with PRIOR WRITTEN NOTICE of any of these changes or if the Mortgage is cancelled.**

☐ New Mortgage Closing Date (mm/dd/yyyy): \_\_\_\_\_

☐ Other (new amount, etc.): \_\_\_\_\_

We are returning the Mortgage proceeds: ☐ Yes ☐ No

\_\_\_\_\_  
Barrister & Solicitor (name):

\_\_\_\_\_  
Date

Effective September 12<sup>th</sup>, 2021, the Form B PDF has been retired and replaced with an online Web Filing version accessed directly on myLTSA. For payment provisions and mortgage terms, the data should be entered in the Web Filing form instead of attached as a schedule. Consult the Form B Web Filing guide for assistance.

For more information on Web Filing, please visit the Land Title and Survey Authority of British Columbia website:  
<https://ltsa.ca/professionals/land-title-practice/web-filing/>.



ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM.

5. PAYMENT PROVISIONS

(b) *You* will pay interest on the *Principal Amount* at the following interest rate:

- the *Bank's* Prime Rate plus \_\_\_\_\_ % per annum. "Prime Rate" means the annual interest rate (calculated monthly not in advance) that the *Bank* sets and adjusts at its discretion as the reference interest rate the *Bank* will charge for customers in Canada for Canadian dollar loans. The current Prime Rate is available from the *Bank's* branch offices.

(d) Interest at this interest rate is calculated and payable monthly, not in advance. *You* will continue to pay interest at this interest rate until all of the *Debt* has been paid. If any interest is overdue the *Bank* will calculate late interest every day at the above interest rate on the full amount that is overdue. *You* agree to pay this late interest. The *Bank* will add late interest to the *Debt* at the end of each month.

**British Columbia**  
**Standard Mortgage Terms**  
**Filed by: The Toronto-Dominion Bank**  
Filing Number: MT180019  
Filing Date September 13, 2018

This is Part 2 of *your Mortgage*. Part 1 of *your Mortgage* is the *Land Title Act* Form B together with any schedules attached to it. This Part 2 sets out the other terms and conditions of *your Mortgage*.

These Standard Mortgage Terms will be deemed to be included in every *Mortgage* in which these Standard Mortgage Terms are referred to by their filing number, in accordance with Section 225 of the *Land Title Act*.

While these Standard Mortgage Terms use common words, some words have a precise, particular meaning. These words are italicized. Definitions of the italicized words that are used in these Standard Mortgage Terms may be found in Article 7. All other words have their ordinary meanings.

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## ARTICLE 1

### MORTGAGE AND PROMISES

#### 1.01 You Give your Property as Security.

In return for the *Bank* agreeing to make a *Loan* to you, *you* agree as follows:

- (a) if *you* are the owner of the *Property*, *you* charge *your* entire interest in the *Property* to the *Bank*;
- (b) if the *Property* includes *Leased Property* *you* charge the *Leased Property* to the *Bank* as security as set out in section 4.02;
- (c) the *Mortgage* is given to secure repayment of all *Debt* under all *Credit Documents* and to secure performance and satisfaction by *you* of all other *Obligations*.

#### 1.02 Your Promises to the Bank.

*You* promise and confirm that:

- (a) *you* will pay all of the *Debt* to the *Bank* and perform all of the other *Obligations* as provided in the *Mortgage* and the *Credit Documents*;
- (b) *you* are the lawful owner of the *Property* and no other person owns all or part of the *Property* (unless the *Property* is *Leased Property*);
- (c) *you* have the right to give the *Mortgage* to the *Bank* and charge the *Property* in favour of the *Bank*;
- (d) if *you* do not pay the *Debt* to the *Bank* or perform *your* other *Obligations* as provided in the *Mortgage* and the *Credit Documents*, the *Bank* may, at its discretion, take possession of the *Property* free from any interference by *you* or anyone else living on the *Property* and free from any interests, encumbrances, limitations or restrictions other than those that the *Bank* has *Approved*;
- (e) there are no limitations or restrictions to *your* title to the *Property* except those *you* have disclosed to the *Bank* in writing and the *Bank* has *Approved*;
- (f) *you* will, at *your* expense, sign any other documents and take any further action that the *Bank* requests in order to ensure that *your* entire interest in the *Property* has been charged to the *Bank* and that the *Debt* is adequately secured by the *Mortgage*; and

- (g) if the *Mortgage* is not a first mortgage on the *Property*, you agree not to increase the principal amount owing under any prior mortgage or to re-borrow any amount repaid under a prior mortgage without the *Approval* of the *Bank* unless the prior mortgage is held by the *Bank*. The *Bank* may withhold its *Approval* for any reason. You promise not to default under any prior mortgage. You consent to the *Bank* giving notice to the holder of the other mortgage of the existence of the *Mortgage* and of all of the terms of the *Mortgage* and the *Credit Documents*.

### **1.03 Redemption.**

When the *Bank* has delivered a discharge of the *Mortgage* to you, the *Mortgage* will no longer have any effect, and the *Bank's* interest in the *Property* will automatically return to you.

## **ARTICLE 2 GENERAL PROVISIONS**

### **2.01 Changes to Debt.**

At your request and if the *Bank Approves*, the *Mortgage* will secure *Debt* and other *Obligations* pursuant to more than one *Credit Document*. The *Mortgage* will continue to secure all *Debt*, and other *Obligations* and you will continue to be liable for all *Debt*, *Costs* and other *Obligations* even if one or more of the following occurs:

- (a) the *Bank* advances additional money secured by the *Mortgage* or readvances money that you have repaid;
- (b) the amount of the *Debt* increases or decreases, or if the *Debt* is reduced to zero and then increases;
- (c) the documents that evidence the *Debt* change, or are replaced; for example if some *Credit Documents* are replaced by others - even if the new *Credit Documents* given by you have additional persons or fewer persons promising to pay the amount owing;
- (d) the *Bank* increases or reduces the monetary amount of any credit available to you;
- (e) the form of the *Debt* changes in any way;
- (f) the *Mortgage* secures more than one type of *Debt* or *Obligation* contained in a *Credit Document*; or
- (g) the terms applicable to the *Debt* are changed, for example if the *Interest Rate* changes or if the *Debt* or a portion of the *Debt* is renewed or extended.

### **2.02 Application of Payments.**

Subject to sections 6.17 and 6.18, if you are in default under any of your *Obligations*, the *Bank* may, subject to the terms of any particular *Credit Document* or any other agreement in writing between you and the *Bank*, apply any payments made by you to any one or more *Loans* or other *Debt* outstanding under the *Credit Documents* as the *Bank* may decide in its discretion.



### **2.03 Place of Payment.**

*You* agree to repay the *Debt* to the *Bank* at the place of payment referred to in *Box 5(k)* or any other place *Approved* by the *Bank*.

### **2.04 Time of Payment.**

Any payment that is due on a day that is not a *Business Day* must be made on the *Business Day* immediately preceding the due date. Payments received after 2:00 p.m. (Pacific Standard Time or Pacific Daylight Time, as applicable) will be considered to have been made on the next *Business Day* unless the *Bank* is able to process and apply such payments on the same day.

### **2.05 Failure to Pay or Perform Obligations.**

If *you* fail to pay any part of the *Debt* when it is due or if *you* do not perform any of *your* other *Obligations* when required, then, at the *Bank's* option, all of the *Debt* will immediately become payable. If *you* default under any prior mortgage (as mentioned in section 1.02(g)), that default will be a default under the *Mortgage*.

### **2.06 Costs.**

All *Costs* incurred by the *Bank* will be immediately payable by *you*, bear *Interest* at the highest *Interest Rate* and form part of the *Debt*. See Article 7 for the definition of *Costs*.

### **2.07 Advances under the Mortgage.**

The *Bank* may decide, for any reason, that it will not advance *Debt* up to the *Principal Amount* even if the *Mortgage* has been registered and whether or not any *Debt* has previously been advanced to *you*. Even though the *Bank* has not advanced any money, the *Mortgage* will still secure *Costs*.

### **2.08 Repayment.**

- (a) *You* will pay to the *Bank* the *Debt* and *Interest* on the *Debt* as set out in the *Credit Documents*.
- (b) If any payment is late, *you* will pay the *Bank* additional *Interest* as set out in the *Credit Documents*.

### **2.09 Prepayment.**

The *Debt* may only be prepaid as set out in the *Credit Documents*.

### **2.10 Other Terms.**

Other terms applicable to the *Mortgage* and the *Debt* are set out in the *Credit Documents*.

## ARTICLE 3

### OTHER PROVISIONS AFFECTING THE *MORTGAGE*

#### 3.01 Sale or Transfer of Property.

If *you Convey* the *Property* or any interest in the *Property* to anyone (in this section a "*Purchaser*"), and the *Purchaser* has not:

- a) applied for and received the *Bank's Approval* to assume the *Mortgage* and the *Credit Documents*; and
- b) signed an assumption agreement and any other documents *Approved* by the *Bank*; then the *Bank* may demand repayment of the *Debt* by notice in writing, upon which the *Debt* will become immediately payable. The applicable prepayment provisions in the *Credit Documents* will continue to apply to any repayment by a *Purchaser*. No change in the ownership of the *Property* or any agreement between the *Bank* and a *Purchaser* will in any way affect or prejudice the *Bank's* rights against you or any other person liable for payment of the *Debt*. The *Bank* may enter into agreements with a *Purchaser* without notice to you and without *your Approval*. Except with the *Bank's Approval*, you will not be released from *your Obligations*, even if the *Bank* accepts money from a *Purchaser* or a *Purchaser* agrees with the *Bank*, with or without notice to you, to assume, renew, extend or amend the *Credit Documents*.

#### 3.02 Assignment of Leases.

As additional security for *your* performance of the *Obligations*, *you* agree to assign to the *Bank* from time to time, immediately on its request, any lease of the whole or any part of the *Property* that *you* enter into as landlord. Any assignment must be in a form acceptable to the *Bank*. *You* will deliver to the *Bank* executed copies of all leases of the *Property* at the *Bank's* request. *You* will comply with all of the landlord's obligations in any lease assigned by *you* to the *Bank*. *You* agree that none of the *Bank's* rights or remedies under the *Mortgage* will be delayed, hindered or prejudiced by these assignments.

#### 3.03 Assignment of Rents.

*You* agree with the *Bank* as follows:

- (a) For the purposes of this section the term "leases" includes agreements to lease, tenancy agreements, licenses and occupancy agreements.
- (b) *You* hereby assign to the *Bank* all rents payable from time to time under all present and future leases of all or any part of the *Property*; *you* also assign to the *Bank* the benefit of all other tenants' obligations under those leases.
- (c) As soon as *you* enter into any lease of the *Property* *you* will, if requested by the *Bank*, execute and deliver to the *Bank* an assignment in the *Bank's* usual form of all rents payable under that lease and the benefit of all other tenants' obligations under that lease. *You* will also execute and deliver to the *Bank* any other documents that the *Bank* determines are necessary to make the assignment effective.
- (d) Nothing in the *Mortgage*, or in the assignments referred to in this section, will make the *Bank* responsible for the collection of rents payable under any lease of the *Property* or for the performance of any other obligations in any lease.

- (e) The *Bank* will not be considered a mortgagee in possession or landlord of the *Property* because of any assignment referred to in this Article.
- (f) The *Bank* only has to account for rent that the *Bank* actually receives (less reasonable collection charges) and the *Bank* may apply those rents to repayment of the *Debt* in any manner that the *Bank* in its discretion determines.

### **3.04 Payments the Bank may Make.**

The *Bank* may pay any rents or satisfy any present or future *Taxes*, mortgages, rates, charges, *Common Expenses* or other similar liabilities or interests in the *Property*. These amounts, when paid by the *Bank*, form part of the *Debt*.

### **3.05 Taxes.**

*You* will pay all *Taxes* on the *Property* promptly as they fall due. If the *Bank* requests evidence of payment of *Taxes*, *you* will immediately provide the *Bank* with evidence satisfactory to the *Bank* that *you* have paid all *Taxes*. If *you* do not provide the *Bank* with this evidence the *Bank* may obtain it directly from the municipality or other taxing authority. Any charge the *Bank* incurs to obtain this evidence will be added to the *Debt* and is payable by *you* immediately. *You* hereby authorize the municipality or any other taxing authority to release all tax information on the *Property* to the *Bank*.

### **3.06 Repair and Maintenance of the Property.**

*You* agree as follows:

- (a) *You* will keep the *Property* in good condition and repair and *you* will not do anything that will diminish the value of the *Property*.
- (b) *You* will not change the use of the *Property*.
- (c) The *Bank*, any insurer of the *Mortgage or Authorized Entity* may, whenever they deem it necessary, enter and inspect the *Property* and conduct any environmental testing, site assessment, investigation or study that they think is necessary. *You* will pay the *Bank* on demand the reasonable *Costs* of those inspections, investigations, assessments, studies and testing.
- (d) *You* will promptly, at *your* own cost, comply with all *Law* concerning the *Property*. At *your* own cost *you* will make all improvements or alterations to the *Property* that may be required at any time by any *Law*.

### **3.07 The Bank's Rights During Construction.**

- (a) Before commencing any construction on the *Property* *you* will have all plans and specifications *Approved* by the *Bank*.
- (b) If at any time
  - (i) any construction on the *Property* remains unfinished and without any work being done on it for more than ten (10) consecutive days;

- (ii) *you* deviate from any plans that have been *Approved* by the *Bank*;
- (iii) *you* deviate from the generally accepted local standards of construction; or
- (iv) *you* allow a builders' lien to be registered against the *Property* for more than thirty (30) days,

then the *Bank* may, without becoming a mortgagee in possession, enter the *Property* and do all work necessary to protect the *Property* from deterioration or otherwise diminishing in value. The *Bank* may complete any construction on the *Property* in accordance with plans and specifications that have been *Approved* by the *Bank* or otherwise as the *Bank* in its discretion determines. In completing construction the *Bank* may use and have exclusive possession of all materials and equipment on the *Property* without any interference from *you*. The *Bank* may also pay the amount required to remove from title to the *Property* or otherwise satisfy any construction lien and add that amount to the *Debt*.

### **3.08 Insurance.**

- (a) As long as any *Obligations* are outstanding, *you* will, at *your* expense, take out and keep in force insurance on the *Property*. *You* will keep the *Property* insured against loss or damage in an amount equal to not less than the full replacement value of the *Property* pursuant to a mortgage endorsement issued by *your* insurer for the *Property*. The risks against which *you* must insure include fire, extended perils, tempest, tornado, cyclone, lightning, wind, storm, hail, explosion, riot, impact by aircraft or vehicle, smoke damage, other risks covered by a standard extended coverage insurance policy and any other risks and hazards that the *Bank* may from time to time require. *You* will ensure that the *Bank* is sent copies of all notices sent to *you* about this insurance. If the *Property* is a strata lot, *you* will ensure that the *Strata Corporation* takes out and keeps this insurance in force.
- (b) As long as any *Obligations* are outstanding, if a sprinkler system, a steam boiler or any apparatus operating or operated by steam is installed in or operated on the *Property*, *you* will insure the buildings on the *Property* against loss or damage caused by any bursting, explosion or defect in the sprinkler system, boiler or apparatus to the full replacement value of the *Property*.
- (c) All insurance policies must provide that any loss will be payable to the *Bank* as its interest may appear and must contain a standard mortgage clause *Approved* by the *Bank*.
- (d) The *Bank* may require any insurance on the *Property* to be cancelled and new insurance taken out with an insurance company *Approved* by the *Bank* (and approved by the landlord under the Lease if the *Property* is a Leased *Property* and if required by the Lease). The *Bank* may, without consulting *you*, take out any insurance on the *Property* if the *Bank* has not received proof of coverage satisfactory to it.
- (e) *You* agree that *you* will deliver to the *Bank* certificates of insurance or, if required by the *Bank*, certified copies of insurance policies as soon as possible after placing the required insurance.
- (f) All policies must contain an undertaking by the insurer to notify the *Bank* in writing not less than fifteen (15) days prior to any material change, cancellation, failure to renew or termination of any policy.

- (g) If *you* fail to take out or to keep in force any insurance policy, or if any insurance policy is not *Approved* by the *Bank*, and if *you* do not rectify the situation within seven (7) days after written notice from the *Bank*, or if *you* have failed to meet any of *your* other *Obligations*, the *Bank* may take out insurance under an individual policy or the *Property* may be insured under a blanket insurance policy issued to the *Bank*. In each case, the cost of such insurance will be *your* expense. The *Bank* is under no obligation to insure the *Property* or to insure the *Property* for more than the *Debt*.
- (h) If the *Bank* pays any premiums for insuring the *Property*, the amount of any such payments will be added to the *Debt*, will bear Interest and will be payable immediately.
- (i) When the *Bank* requests it, *you* will provide the *Bank* with satisfactory evidence of the insurance required under this section and proof that the premiums for that insurance have been paid. *You* must also provide the *Bank* with satisfactory evidence of the renewal of all insurance policies at least fifteen (15) days before the expiry of each policy.
- (j) The *Bank* in its discretion may require that all insurance proceeds be paid to the *Bank*, to *you* or to any other person appearing by the records of the land title office to be or to have been the owner of the *Property*. The proceeds may also be paid partly in one way and partly in another, or they may be applied, in the *Bank's* sole discretion, in whole or in part to repay the *Debt* even if the *Debt* is not yet due. The *Bank*, in its discretion instead, may require that the insurance proceeds be applied to rebuilding or repairing the *Property*. If the *Property* is a *Leased Property*, the insurance proceeds will be applied to rebuilding or repairing the *Property*, if required by the *Lease*. *You* waive any statutory right to require the insurance proceeds to be applied in any particular manner, including the provisions of the *Insurance Act*, R.S.B.C. 1996, c. 226 and the *Fires Prevention (Metropolis) Act*, 1774 (Imp.) c. 78.
- (k) All policies of insurance must show any loss payable (i) to the *Bank*, (ii) to a trustee *Approved* by the *Bank* pursuant to an insurance trust agreement *Approved* by the *Bank* or (iii) to both (if the *Property* is a strata lot). The terms of any insurance trust agreement, once *Approved* by the *Bank*, may not be altered without the *Bank's* further *Approval*.
- (l) The *Mortgage* also charges all insurance proceeds as security for the *Obligations*. If the *Property* is a strata lot, the *Mortgage* also charges *your* interest in the insurance trust mentioned in subsection 3.08(k) and any insurance proceeds relating to the *Property* held by the trustee.
- (m) If the *Property* is a strata lot, *you* will ensure that the *Strata Corporation* will at all times comply with the terms of all insurance policies, the insurance provisions of the *Declaration* and any insurance trust agreement. *You* will also ensure that the insurance taken out by the *Strata Corporation* complies with the *Obligations* of this section. Finally, *you* will ensure that the *Strata Corporation* assigns and delivers to the *Bank* certificates of insurance or, if required by the *Bank*, certified copies of each insurance policy, as soon as possible after placing the required insurance.
- (n) If there is any loss or damage, *you* must furnish at *your* own expense all necessary proofs and do all necessary acts to enable the *Bank* to obtain payment of the insurance proceeds. Production of the *Mortgage* will be sufficient authority for the insurer to pay any loss to the *Bank*.

- (o) The provisions of this section apply to all buildings, structures and improvements on the *Property* whenever built and during construction.

### **3.09 Subdivision, Release and Replacement of Property.**

*You* agree as follows:

- (a) The *Mortgage* charges every part or lot into which the *Property* is or may be divided for all of the *Debt*, *Costs* and other *Obligations*. No person will have any right to require the *Debt*, *Costs* or other *Obligations* to be apportioned with respect to any part or lot.
- (b) At any time before or after the *Mortgage* is registered, the *Bank* may take other security, take evidence of indebtedness or obtain additional promises of payment. None of these actions will affect the *Bank's* rights under the *Mortgage* or limit the liability of any person who is liable under the *Mortgage* or the liability of any Guarantor
- (c) The *Bank* may from time to time release or discharge the *Property*, any part of the *Property*, any other security the *Bank* has taken, or any *Guarantor*, on any terms that the *Bank* thinks proper. At any time, without notice to any person or without the consent of any person, the *Bank* may make a settlement, extension or variation in the terms of any *Obligation*. No release, discharge, settlement, extension or variation in terms, nor any carelessness or neglect by the *Bank* in asserting its rights, the loss by operation of *Law* of any right the *Bank* has against you or any other person, or the loss or destruction of any security, will in any way release, diminish or prejudice its security against any undischarged *Property*. Similarly, no such action will release or prejudice any of the *Obligations* or release or diminish *your* liability or the liability of any *Guarantor* so long as any *Obligation* remains unpaid. No security or *Guarantor* will be released or discharged except by a written release or discharge executed by the *Bank*.

### **3.10 Change of Control.**

If *you* are a corporation and *you* Convey any interest in *your* issued and outstanding shares so that there is a change in *your* effective voting control without the *Bank's* Approval, then the *Bank* may exercise any of the remedies set out in Article 5. The *Bank's* Approval may be withheld in its unqualified subjective discretion.

### **3.11 Servicing Fees.**

The *Bank* may charge a reasonable servicing fee to process each application for Approval contemplated by this Article. This servicing fee will be payable immediately upon demand and will form part of the *Debt*.

### **3.12 Repayment of Payments Made by the Bank.**

Any payments made by the *Bank* under this Article will be added to the *Debt* are payable by *you* immediately and will bear *Interest* until repaid in full.

## **ARTICLE 4 PROVISIONS FOR SPECIFIC TYPES OF PROPERTIES**

### **4.01 Additional Promises for Leased Property.**

If the *Property* is a *Leased Property*, *you* promise and confirm to the *Bank* that:

- (a) *you* own *your* leasehold interest in the *Property*;



- (b) *you* have the right to mortgage or charge the *Lease* and sublet the *Leased Property* to the *Bank*; and if required under the *Lease*, *you* have obtained the landlord's consent to the *Mortgage*;
- (c) neither *you* nor any other person has mortgaged or otherwise encumbered the *Lease* or *your* rights under the *Lease*;
- (d) the *Lease* is a valid, existing lease and has not been amended except as *you* have advised the *Bank* in writing; *you* have paid the rent and performed *your* obligations under the *Lease* up to the date *you* signed the *Mortgage* and there is no default under the *Lease*;
- (e) *you* will not amend, surrender or terminate the *Lease* without the *Bank's* prior *Approval*.
- (f) *you* will pay the rent under the *Lease* and perform *your* obligations under the *Lease* as long as any *Obligations* are outstanding;
- (g) *you* will provide the *Bank* with any notice of default under the *Lease* that *you* receive; and
- (h) *you* will indemnify the *Bank* from all actions, claims and demands relating to defaults under the *Lease*;

#### **4.02 Additional Provisions for Leased Property.**

If the *Property* is a *Leased Property*, the following provisions apply:

- (a) *You* charge the *Leased Property* to the *Bank* as security only and not as an assignment in whole or in part of *your* interest. *You* sublease the *Leased Property* to the *Bank* to the extent required by *Law* for the charge to be effective for the remainder of the term of the *Lease*, except for the last day of the term of the *Lease* (including the last day of any renewal). *You* hold all other rights under the *Lease* in trust for the *Bank*, including the last day of the term, and any right of renewal or right to purchase.
- (b) *You* hereby irrevocably appoint the *Bank* as *your* agent. If there is default under the *Mortgage*, the *Bank* may, as *your* agent, assign the *Lease* and the last day of the term of the *Lease* as the *Bank* may determine in its discretion. If the *Bank* sells the *Leased Property* pursuant to Article 5, the *Bank* may assign *your* interest in the *Lease* to a purchaser. The *Bank* may, at any time, remove *you* or any other person from being a trustee of the *Lease* under the trust set out in subsection 4.02(a) and appoint a new trustee in *your* place.
- (c) At the *Bank's* request, but at *your* cost, *you* will assign to the *Bank* the last day of the term of the *Lease* or any renewal or substituted term.
- (d) If *you* neglect or refuse to renew the *Lease*, then the *Bank* may renew the *Lease* in its own name so that the *Lease* will continue to be security for the *Mortgage*.
- (e) If *you* have not performed your *Obligations* for fifteen (15) days, the *Bank* may, on at least thirty-five (35) days written notice to *you*, assign the *Lease*. Any assignment may be on the terms set out in subsection 5.01(h) of these Standard Mortgage Terms.

- (f) No sale or other dealing by you with the *Lease* or the *Leased Property* and no extension of time given by the *Bank* to you, or anyone claiming under you, or any dealing by the *Bank* with the landlord or the *Lease*, will in any way affect or prejudice the *Bank's* rights against you or any other person liable to repay the *Debt*.
- (g) If you acquire any additional interest in the *Leased Property*, then, by the *Mortgage*, you charge that additional interest to the *Bank* without you or the *Bank* having to do anything further.

#### **4.03 Additional Promises if the Property is a Strata Lot.**

- (a) You promise to perform all of your obligations under the *Strata Property Act* and under the by-laws, rules and regulations of the *Strata Corporation*. Any breach of those obligations will constitute a default under the *Mortgage*. In addition, the following provisions apply:
  - (i) You will pay promptly when due your contribution to *Common Expenses*.
  - (ii) You will provide the *Bank* immediately on request with satisfactory evidence that all *Common Expenses* have been paid.
  - (iii) The *Bank* may deduct from any advance of the *Debt* the amount of *Common Expenses* that are payable and unpaid at the date of that advance.
  - (iv) If the *Bank* requests, you will give the *Bank* copies of all notices, financial statements, reserve fund studies and other documents from time to time given to you by the *Strata Corporation*.
  - (v) If the *Bank* gives you notice, you will pay the amount necessary to pay *Common Expenses* to the *Bank*. The *Bank* will remit all sums to the *Strata Corporation* on your behalf.
  - (vi) You hereby appoint the *Bank* as your agent for the purpose of obtaining certificates from the *Strata Corporation* pursuant to section 59 of the *Strata Property Act*.
- (b) You hereby assign to the *Bank* your right to vote under the *Strata Corporation's* by-laws on matters relating to insurance, maintenance, finance or other matters relating to the *Property* or the *Mortgage*, provided that:
  - (i) the *Bank* will only exercise your right to vote if the *Bank* has given you and the *Strata Corporation* the notice required by the *Strata Property Act* that the *Bank* intends to exercise this right;
  - (ii) the *Bank* is not under any obligation to vote or consent;
  - (iii) in voting or consenting, the *Bank* is not obligated to protect your interests, but may vote or consent as the *Bank* in its discretion determines; and
  - (iv) if the *Bank* votes or consents the *Bank* is not a mortgagee in possession.

#### 4.04 National Housing Act

If an *Insured Debt* is insured by *CMHC*, then the Mortgage is made pursuant to the *National Housing Act*.

### ARTICLE 5 ENFORCEMENT

#### 5.01 Enforcing the Bank's Rights.

If *you* are in default of any *Obligation*, the *Bank* may exercise any one or more of the remedies listed below in any order that the *Bank* chooses:

(a) **Immediate Payment.**

The *Bank* may, at its option and without notice to *you*, require all *Debt* to be paid to the *Bank* immediately.

(b) **Legal Action.**

The *Bank* may take whatever legal action is necessary to collect all or part of the *Debt*. This legal action may include suing *you* for the *Debt*.

(c) **Personal Property.**

The *Bank* may enter the *Property* and distrain against (i.e. seize and sell) any personal property owned by *you* to repay all or part of the *Debt*.

(d) **Take Possession of the Property.**

The *Bank* may immediately take and keep possession of the *Property*, collect rents from it and manage or lease the *Property* or any part of it. Before the *Bank* takes possession of the *Property*, the *Bank* can ask *you* to leave the *Property* with all *your* belongings and if *you* do not do so the Courts of British Columbia will order *you* to leave. If *you* refuse to do so the Court will have *you* forcibly removed. If *you* have not removed *your* personal belongings from the *Property* before the *Bank* takes possession, *you* authorize the *Bank* to remove and dispose of *your* belongings in any manner that the *Bank*, in its absolute discretion, deems appropriate, without notice to *you*. The *Bank* will have no liability for moving, disposing or storing those belongings. *You* will be responsible for all Costs incurred by the *Bank* in dealing with those belongings. These *Costs* will be added to the *Debt*.

(e) **Lease the Property.**

The *Bank* may take possession of the *Property* and lease it on any terms that the *Bank* determines in its discretion without notice to *you*. The *Bank* may apply the net proceeds of any lease to reduce the *Debt*. If the net proceeds do not pay all of the *Debt* *you* must immediately pay the *Bank* the difference.

(f) **Foreclosure.**

The *Bank* may immediately take court proceedings to foreclose *your* interest in the *Property*. If the *Bank* obtains a final order of foreclosure, *your* interest in the *Property* will belong to the *Bank* and *you* will have no further interest in the *Property*.

(g) **Judicial Sale.**

The *Bank* may ask the court to order a sale of the *Property*, under the court's supervision. If the amount the *Bank* receives from the sale of the *Property* is less than the *Debt* *you* must immediately pay the *Bank* the difference.

(h) **Power of Sale.**

If any default continues for at least fifteen (15) days, on at least seven (7) days written notice to *you*, or any other minimum period that may be prescribed by *Law*, the *Bank* may sell the *Property* or any part of it. Any sale may be for cash or on credit, or partly for cash and partly on credit, by private sale or public auction and on any terms that the *Bank* determines in its discretion. The *Bank* will apply the net proceeds of any sale to reduce the *Debt*. If the net proceeds do not pay all of the *Debt* *you* must immediately pay the *Bank* the difference. The exercise by the *Bank* of its power of sale does not preclude the *Bank* from any further exercise of its power of sale in accordance with this section.

(i) **Cure any Defaults.**

The *Bank* may, but is not obligated to, cure any of *your* defaults under the *Mortgage* at *your* expense, and generally take any other steps or proceedings against *you* as are permitted by *Law*. *You* will immediately pay the *Bank* any money it spends or is obligated to spend in curing any defaults. The *Bank* may add any money it has spent curing *your* defaults to the *Debt*. In order to cure any defaults the *Bank*, any mortgage loan insurer of an *Insured Debt* or any *Authorized Entity* may enter on the *Property* as often as necessary. If the *Bank*, such mortgage loan insurer or any *Authorized Entity* enters the *Property*, it will not be a mortgagee in possession.

## 5.02 Other Defaults.

The *Bank* may also exercise its remedies under this Article if any one or more of the following occurs:

- (a) if the *Property* is the subject of a restraint order under the *Controlled Drugs and Substances Act* or a similar order under any *Law*;
- (b) if *you* have ever used the *Property* for any purpose that is in violation of the *Controlled Drugs and Substances Act* or any similar *Law*;

- (c) if *you* have made any material misrepresentation to the *Bank* in connection with the *Mortgage* or the *Credit Documents*.
- (d) subject to sections 6.17 and 6.18, if you are in default under any one or more than one *Credit Document*, even though you are not in default under all of the *Credit Documents*, the default under any one such *Credit Document* is deemed to be a default under all other *Credit Documents*.

### 5.03 Costs of Proceedings.

The *Costs* of any sale or foreclosure proceedings, whether or not the sale or foreclosure is completed, or any *Costs* that the *Bank* incurs in taking or keeping possession of the *Property* or enforcing its remedies under the *Mortgage*, are immediately payable by *you* whether or not any actual proceeding has commenced.

### 5.04 Appointment of Receiver.

If *you* are in default of any *Obligation*, the *Bank* may appoint a *Receiver* on any terms (including remuneration) that the *Bank* thinks are reasonable. The *Bank* may also remove any *Receiver* and appoint another *Receiver*. The following provisions apply:

- (a) The *Receiver* will be *your* agent, not the *Bank's*; and *you* alone will be responsible for any of the *Receiver's* acts or omissions. The *Bank* will not be responsible for any misconduct or negligence of the *Receiver*.
- (b) Any *Receiver* may or may not be the *Bank's* officer or employee.
- (c) Appointing a *Receiver* will not constitute the *Bank* a mortgagee in possession.
- (d) From the income collected from the *Property*, the *Receiver* may pay all *Taxes*, insurance premiums and other expenses required to keep the *Property* in good condition; pay its own fees as *Receiver*; pay all amounts required to keep any mortgages or other interests ranking in priority to the *Mortgage* in good standing; pay *Interest*; and pay all or any part of the *Debt*, whether due or not.
- (e) The *Bank* is not accountable for any money received by the *Receiver* except to the extent that the *Bank* actually receives that money.
- (f) The *Receiver* may do any one or more of the following
  - (i) use every right or remedy that the *Bank* has under the *Mortgage* to collect the income from the *Property*, take possession of all or part of the *Property*, manage the *Property* and keep the *Property* in good condition;
  - (ii) manage any business conducted on the *Property*;
  - (iii) lease all or any portion of the *Property*, and for this purpose enter into contracts in *your* name that will be binding on *you*;
  - (iv) sell the *Property*;
  - (v) arrange for the repair and maintenance of the *Property*; arrange to complete any construction on the *Property*; arrange for construction of leasehold improvements. The *Receiver* may register any documents necessary to create a *Strata Corporation* on the *Property*. The *Receiver* may also take possession of and use any materials, supplies, plans, tools or equipment on the *Property*; and

- (vi) borrow money on the security of the *Property* in priority to the *Mortgage*.
- (g) The rights and powers in this section are supplemental to any other rights and powers that the *Bank* may have.

### **5.05 Court Appointed Receiver.**

The *Bank* may ask the Court to appoint a *Receiver*, or confirm the appointment of a *Receiver*, of the *Property*. The terms of the appointment of this *Receiver* will be as the Court determines.

## **ARTICLE 6 MISCELLANEOUS PROVISIONS**

### **6.01 Judgments.**

If the *Bank* obtains a judgment because of *your* default under any *Obligation*, that judgment will not operate as a merger of any *Obligation* or affect the *Bank's* right to *Interest*. Any judgment will provide that *Interest* is to be computed at the same rate and in the same manner as set out in the *Credit Documents* until the judgment is fully paid.

### **6.02 Costs of Dishonoured Payments.**

If any cheque *you* have given the *Bank* is not honoured, or if any automatic deduction is not processed, *you* must pay the *Bank's* then current standard administration fee for each cheque that is dishonoured or payment that is not processed. The *Bank's* standard administration fee represents a reasonable estimate of the damages the *Bank* will suffer because the cheque is dishonoured or the payment is not processed. Such fee will be added to the *Debt* from the date the cheque is dishonoured or the payment not processed.

### **6.03 Discharge.**

When *you* have paid the *Debt* in full and performed all of *your* other *Obligations*, the *Bank* will, if requested by *you*, sign a discharge of the *Mortgage*. The *Bank* will have a reasonable time to prepare and sign the discharge or to authorize the electronic registration of a discharge. *You* will pay the *Bank's* then current administration fee for preparing a discharge. Registration and the costs of registration of any discharge will be *your* responsibility. If the *Bank* registers the discharge, *you* will pay any government fee that the *Bank* incurs for registration.

### **6.04 Conflict.**

If there is any conflict between the terms of the *Mortgage* and the terms of the *Credit Documents*, the *Credit Documents* will prevail, except for sections 6.16 and 6.17 of this *Mortgage* which will prevail if there is any conflict between either of those sections and the *Credit Documents*.

### **6.05 Notices by the Bank.**

- (a) Unless otherwise stated in a *Credit Document*, if a *Credit Document* allows or requires the *Bank* to make a demand on, give a notice or consent to or make a request of any person (including *you*), the *Bank* may make the demand, give the notice or consent or make the request, in any one or more of the following ways, at the *Bank's* sole discretion:



- (i) by delivering it personally to the person (if the person is a corporation, by delivering it personally to a director, officer or employee of the corporation);
  - (ii) by transmitting it by facsimile to the person;
  - (iii) by transmitting it via e-mail to the person (if the person is a corporation, by transmitting it via e-mail to a director, officer or employee of the corporation);
  - (iv) by mailing it by prepaid registered mail addressed to the person at the person's last known address; or
  - (v) by transmitting it by any other means as the *Bank Approves* in writing in advance.
- (b) Unless otherwise stated in a *Credit Document*, any demand, notice, consent or request will be regarded as received by *you*:
- (i) when it is personally delivered to the person or to the director, officer or employee of the corporation;
  - (ii) on the day of the facsimile transmission or, if that day is not a *Business Day*, on the first *Business Day* after the facsimile transmission;
  - (iii) on the first *Business Day* after the e-mail has been sent to the person or to the director, officer or employee of the corporation;
  - (iv) five (5) days after the date of mailing, whether the person receives it or not; or
  - (v) on any other date as the *Bank* advises *you* when it advises *you* of an alternative method of notice pursuant to Paragraph 6.05(a)(v).

## **6.06 Notices by You.**

- (a) Any notice that *you* give the *Bank* must be by one of the following methods:
- (i) registered mail, postage prepaid to the address on the *Mortgage*;
  - (ii) personal delivery to the manager of the branch of the *Bank* that administers the *Mortgage*; or
  - (iii) any other method that the *Bank Approves* in advance.
- (b) Unless otherwise agreed to by *you* and the *Bank* notice will be deemed to be received by the *Bank*:
- (i) five (5) days after mailing by registered mail;
  - (ii) when personally delivered to the branch manager; or
  - (iii) on any other date as the *Bank* advises *you* when it advises *you* of an alternative method of notice.

## **6.07 Number.**

Words in the singular include the plural and words in the plural include the singular.

## **6.08 Who is Bound.**

The *Mortgage* is binding on *you*, *your* legal and personal representatives, *your* heirs, *your* successors and *your* assigns. The *Mortgage* is binding on the *Bank*, on its successors and on anyone to whom the *Bank* may transfer the *Mortgage*.

## **6.09 Consents and Disclosure.**

- (a) *You* consent to the *Bank* transferring, selling or assigning the *Debt*, the related *Credit Documents*, the benefit of all other *Obligations*, the *Mortgage* and all of its rights under the *Mortgage*.
- (b) *You* acknowledge that the *Bank* may transfer registered and documentary title to the *Mortgage* to any person, including any custodian or nominee at any time without notice to and the consent of *you*.
- (c) If the *Bank* does any of those things described in (a) or (b), then the *Bank* may disclose information about *you*, the *Mortgage* and the *Obligations* to anyone to whom the *Bank* transfers, sells or assigns its rights or transfers registered and documentary title.
- (d) The *Bank* may also disclose information about *you*, the *Mortgage* and the *Obligations* to an insurer or other third party from whom the *Bank* may obtain benefits that protect its security.
- (e) *You* consent to insurers and other third parties that provide benefits or services to the *Bank* for the *Mortgage* obtaining information about *you* from credit bureaus and other lenders to evaluate *you* and the *Mortgage*.

## **6.10 Partial Invalidity.**

If any provision of the *Mortgage* is found to be invalid or unenforceable, the validity and enforceability of all other provisions in the *Mortgage* will not be affected.

## **6.11 Liability.**

If two or more persons are liable under the *Mortgage* their liability is both joint and several (that is, they are each liable for the full performance of all *Obligations*).

## **6.12 Telephone Calls.**

*You* agree that the *Bank* may tape any telephone calls to ensure quality service and to confirm *your* discussions with the *Bank* and any of its employees.

## **6.13 Governing Law.**

The *Mortgage* shall be governed by the *Law* of British Columbia and the applicable federal *Law* of Canada. *You* submit to the jurisdiction of the courts of British Columbia with respect to the *Mortgage*.

#### **6.14 Consolidation.**

If *you* have other mortgages with the *Bank*, the *Bank* may consolidate those mortgages and the *Mortgage*. This means that, if there is a default under any of the mortgages, including the *Mortgage*, the *Bank* can require that *you* may not repay any of the mortgages, including the *Mortgage*, without repaying all the mortgages, including the *Mortgage*.

#### **6.15 Statute References.**

A reference in the *Mortgage* to a statute includes the statute and all regulations thereunder, as the same may be amended or replaced.

#### **6.16 Freely Deal.**

*You* agree that the *Bank*, in its sole discretion, may insure a *Debt*, or, if the *Bank* includes an *Insured Debt* in an *NHA Program*, may deal with all or any part of such *Insured Debt* or related *Obligations*, without notice to *you*.

#### **6.17 Insured Debt.**

If *Debt* under a *Credit Document* is or becomes *Insured Debt*, then, if there is default and remedial action is taken by the *Bank* pursuant to the *Mortgage*, the *Insured Debt* will have priority as to payment, collection, enforcement and realization over any other *Debt* secured by the *Mortgage*.

#### **6.18 NHA Program.**

Notwithstanding any other provisions of this set of Standard Mortgage Terms and any *Credit Document*, while an *Insured Debt* is included in an *NHA Program*, *you* agree that:

- (a) as against the mortgage loan insurer or *Authorized Entity*, the *Bank* will not exercise its rights under the *Mortgage* for the benefit of any other *Debts* except for the *Insured Debt* (without the *Bank* in any way discharging or releasing the security of the *Mortgage* as against any other persons, including *you* or any other person having or taking an interest in the *Property*); and
- (b) as against the mortgage loan insurer or *Authorized Entity*, the *Bank* will not exercise any available rights of consolidation, cross-collateralization or cross-default that may exist with regard to *Debts* other than the *Insured Debt*.

### **ARTICLE 7 DEFINITIONS**

#### **7.01 Definitions.**

In this set of Standard Mortgage Terms and in any *Mortgage* incorporating these Standard Mortgage Terms, the following words have the following meanings:

"*Approved*" means agreed to in writing or by another method that the *Bank* may make available.  
"*Approve*", "*Approves*" and "*Approval*" have corresponding meanings.

"*Authorized Entity*" means *CMHC* as it may be involved if the *Bank* assigns the *Mortgage* into an *NHA Program*.

"*Bank*" means The Toronto-Dominion Bank, the person indicated as the lender in *Box 2*.

"*Box*" means a section, item or box in Part 1.

"*Business Day*" means a day other than a Saturday, a Sunday or a statutory holiday observed in the Province of British Columbia.

"*CMHC*" means Canada Mortgage and Housing Corporation, and its successors.

"*Common Expenses*" means the expense relating to the common property and common assets of the *Strata Corporation* or that are required to meet any other purpose or obligation of the *Strata Corporation*.

"*Convey*" means sell, convey, dispose of, transfer or lease, or enter into an agreement to sell, convey, dispose of, transfer or lease (whether by operation of Law or otherwise); "*Conveyed*" has a corresponding meaning.

"*Costs*" means all of the fees, costs, charges and expenses relating to:

- (i) the *Approval*, preparation, execution and registration of the *Mortgage*, any document connected with the *Mortgage* and any amendment, discharge or transfer of the *Mortgage* or a *Credit Document*;
- (ii) any amounts the *Bank* is entitled to charge *you* or pay on *your* behalf under the *Mortgage* or a *Credit Document*;
- (iii) any expenses that the *Bank* incurs in enforcing any of its remedies under the *Mortgage* or a *Credit Document*;
- (iv) any charges of a municipality or other taxing authority for providing the *Bank* with information on *Taxes* or imposed because the *Bank* (rather than *you*) is paying *Taxes*;
- (v) any inspection of the *Property*;
- (vi) any environmental testing, site assessment, investigation, study or inspection of the *Property*;
- (vii) all repairs made to the *Property*;
- (viii) having to take possession and secure, complete and equip any buildings, structures or improvements on the *Property*, including completing construction of the *Property*;
- (ix) the renewal of any leasehold interest;
- (x) the cost of any *Receiver*;
- (xi) any expenses incurred in removing a builders' lien or certificate of action from title to the *Property*, obtaining a discharge of a builders' lien or defending a builders' lien action relating to the *Property*;

- (xii) any *Property* insurance costs incurred by the *Bank*;
- (xiii) any mortgage insurance or title insurance; and
- (xiv) all lawyers' fees and disbursements (including those of the *Bank's* in-house lawyers) in any way relating to items (i) through (xii) on a full indemnity basis.

"*Credit Documents*" means documents *Approved* by *you* and the *Bank* by which the *Bank* agrees to make a *Loan* to *you*, which, in the case of the particular document, *you* have agreed will be secured by the *Mortgage*, and any amendments or renewals of those documents. Each *Loan* made under a *Credit Document*, including the replacement, refinancing or re-advancing of such *Loan*, will, for the purposes of the *Mortgage*, be treated as a separate and distinct *Loan*.

"*Debt*" means those amounts of money owing by *you* to the *Bank*, at any time and from time to time, including unpaid principal, *Interest* and *Costs*, pursuant to a *Credit Document* or pursuant to the *Mortgage*.

"*Guarantor*" means each person who has signed a document in which that person has agreed to pay or perform all or part of the *Obligations*.

"*Insured Debt*" means any *Loan* insured as to repayment on default by a mortgage loan insurer.

"*Interest Rate*" means the interest rate or rates set out in the applicable *Credit Document*.

"*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250 as amended or replaced.

"*Law*" means any law, statute, rule, requirement, demand, order, direction, code, guideline, ordinance, by-law, policy or regulation of any government, governmental authority or agency.

"*Lease*" means any lease, sublease or agreement to lease that gives *you your* interest in the *Property* as a tenant, or subtenant.

"*Leased Property*" means *your* leasehold interest in the *Property* under a *Lease*.

"*Loan*" means an amount of money that the *Bank* lends to *you* or an amount of credit that is extended to *you* by the *Bank*.

"*Mortgage*" means the mortgage (and, if *Box 5(j)* indicates, assignment of rents) created by Part 1 and these Standard Mortgage Terms together. "*Mortgage*" also includes all schedules and amendments.

"*National Housing Act*" means the *National Housing Act* R.S.C. 1985, c. N-11, as amended or replaced.

"*NHA Program*" means a national program for pooling and securitization of housing loans, under which the *Authorized Entity* is the program administrator.

"*Obligations*" means all of the obligations that *you* have agreed to perform and all of the promises *you* have made under the *Mortgage* and the *Credit Documents*.

"*Part 1*" means the *Land Title Act* Form B (Mortgage-Part 1) in paper based or electronic format, which refers in *Box 9* to the filing number shown on page 1 on these Standard Mortgage Terms, together with any schedule attached to it.

"*Permitted Charges*" means the charges described in *Box 11*.

"*Principal Amount*" means the principal amount that is indicated in the *Mortgage* to be secured thereby.

"*Property*" means all or any part of (i) the lands described in the *Mortgage*, (ii) any buildings or structures now on those lands or added to those lands at any time, (iii) anything now or later attached or fixed to those lands, buildings or structures, (iv) all rents and leases pertaining to or arising from such lands and assigned to the *Bank* hereunder.

"*Purchaser*" has the meaning set out in section 3.01.

"*Receiver*" means a person appointed by the *Bank* or a Court to collect income from and manage the *Property*; "*Receiver*" includes a receiver and a receiver and manager.

"*Strata Corporation*" means the strata corporation that was created by deposit in the land title office of the strata plan described by registration number in *Box 2*.

"*Strata Property Act*" means the *Strata Property Act*, S.B.C. 1998, c. 43 as amended or replaced.

"*Taxes*" means all present and future realty taxes, rates and assessments of any nature or kind on the *Property* and includes interest and penalties.

"*You*" means each of the persons indicated as chargors or mortgagors in the *Mortgage* and anyone else who is bound by the *Mortgage* under section 6.08. "*Your*" has a corresponding meaning.

**Solicitor's/Notary's Final Report on Title  
and Certificate of Insurance (if applicable)**  
Collateral Mortgage

**From:**

**Date:**

**To: THE TORONTO-DOMINION BANK (the "Bank")**  
**Credit Administration Services**

**Mortgage Reference Number:**

**Branch:**

Pursuant to the Bank's Instructions, we have registered a Charge/Mortgage of Land ("Mortgage") on the Property in the applicable form in the appropriate Land Registry/Titles Office and make our final report as follows:

Mortgagor(s): \_\_\_\_\_  
Guarantor(s): \_\_\_\_\_  
Brief Legal Description of Property ("Property"): \_\_\_\_\_  
Municipal Address of Property ("Property"): \_\_\_\_\_  
Municipality (City or Town): \_\_\_\_\_  
Property Tax Roll Number: \_\_\_\_\_

**REGISTRATION PARTICULARS:**

Instrument No:	_____	Date:	_____
Book/Folio/Roll:	_____	Page/Liber/Frame:	_____
(if applicable)		(if applicable)	
Registry/Titles Office:	_____		

**1. TITLE: (Select Solicitor's Opinion, Solicitor's Opinion under Western Law Societies Conveyancing Protocol or Title Insurance by placing an 'X' beside the option chosen)**

We confirm that all instructions by the Bank have been complied with and no alterations have been made to this Final Report on Title.

A copy of the Mortgage (including, if applicable, Standard Charge/Mortgage Terms/Optional and applicable Statutory Covenants and all schedules to it) has been delivered to each Mortgagor and Guarantor.

☐ **Solicitor's Opinion**

**OR**

☐ **Solicitor's Opinion under Western Law Societies Conveyancing Protocol (the "Protocol")**  
**(Only applies to British Columbia, Alberta, Saskatchewan and Manitoba)**

It is our opinion that:

- (a) the Mortgagor(s) have good and marketable title in fee simple/leasehold interest (where applicable) to the Property free and clear of all encumbrances whatsoever except for the Bank Mortgage in \_\_\_\_\_ position and the encumbrances, etc. listed on Schedule "A" attached hereto which do not affect the priority of the Bank Mortgage or the marketability of the Property;
- (b) the Bank has a good and valid \_\_\_\_\_ Mortgage on the Property for the full amount of the monies advanced;

- (c) (i) the Survey/Surveyor's Certificate/Real Property Report/Certificate of Location or other satisfactory evidence shows that the Property complies with all municipal, provincial and other government requirements, and that all zoning and other restrictions have been complied with and that all buildings on the Property are within the boundaries of the Property; or (ii) a Survey/Surveyor's Certificate/Real Property Report/Certificate of Location is not available and I have (1) satisfied myself that the position of the building on the land complies with all municipal, provincial and government requirements; and (2) obtained declarations of possession/statutory declarations for not less than the immediately preceding ten continuous years indicating that no changes have been made to the Property and there have been no disputes regarding the Property; or (iii) this opinion is given in accordance with the Protocol;
- (d) **if the Property is located in Ontario:** on the date of the final disbursement of the funds, executions/judgements were searched in the applicable Registry Office against the Vendor (if applicable), Mortgagor(s) and Guarantor(s), and the same were clear (performed where applicable). It is our opinion that the Mortgage does not contravene the provisions of the Planning Act as amended from time to time;
- (e) **if the Property is located in Quebec:** the Mortgagor(s) Deed of Purchase for the Property does not include an unpaid balance of sale in favour of the Vendor;
- (f) **if the Property is a condominium:** the Status Certificate/Certificate of Payment/Estoppel Certificate/Disclosure Certificate is satisfactory and discloses no risks to the Bank that have not otherwise been accepted in writing by the Bank;
- (g) **if this opinion is given in accordance with the Protocol:**
1. We have complied with the Protocol for the province in which the Property is located and have acted and issued this opinion in accordance with the Bank's Instructions with respect to the Mortgage subject to any qualifications noted below, which have been accepted by the Bank in writing.
  2. We also agree that if there is:
    - (a) an intervening registered encumbrance or an unregistered encumbrance of which we are aware which takes priority over the Mortgage contrary to the Instructions; or
    - (b) a survey problem or defect which would have been disclosed by an appropriate surveyor's certificate prepared prior to the disbursement of Mortgage funds,
 then we will be responsible to the Bank for any actual losses (including the cost of repairs) that the Bank suffers as a result.
  3. We maintain minimum insurance coverage at least equal to the face amount of the Mortgage.

**OR**

☐ **Title Insurance**

**From:** \_\_\_\_\_ (the "Title Insurer")

As of the date below, the Mortgage was registered and insured. The Title Insurer confirms that a policy has been issued in accordance with the Bank's instructions, and the policy is attached to this Final Report with the following particulars, and such particulars shall be deemed to be Schedule "A" to the policy and any additional Schedule "B" exceptions to coverage.

Certificate Number: \_\_\_\_\_  
 Amount of Insurance: \$ \_\_\_\_\_ Priority: \_\_\_\_\_  
 Date of Policy: \_\_\_\_\_  
 Name of Insured: \_\_\_\_\_  
 The estate or interest in the Property which is covered in this Policy is: ☐ Fee Simple ☐ Leasehold  
☐ Other: \_\_\_\_\_  
 Title to the estate or interest in the Property is held by: \_\_\_\_\_

**The Property referred to in this policy is as set out above.**

**Schedule B exceptions:** \_\_\_\_\_



## 2. ADVANCES:

We certify that all funds forwarded to us have been disbursed and that these total \$\_\_\_\_\_. The difference between this figure and the amount of the Mortgage is represented by the following:

Mortgage Insurance Premium:	\$_____
PST/GST:	\$_____
Mortgage Insurer Fee:	\$_____
Appraisal Fee:	\$_____
Other Disbursements:	\$_____ (Quebec Only)

Our legal fees and disbursements have been paid.

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## 3. REAL ESTATE TAXES:

No bills were issued and unpaid at the date of final disbursement for real estate taxes, betterment or other government charges against the Property. The date to which taxes have been paid is \_\_\_\_\_.

We have provided you with confirmed information regarding Property Tax Rolls.

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## 4. INDEPENDENT LEGAL ADVICE:

Any certificate of independent legal advice which it would be prudent to obtain with respect to the execution of the Mortgage by any party thereto and/or which is required in the Solicitor/Notary Instructions Re: Customer Details has been obtained.

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## 5. FIRE INSURANCE:

Company: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Amount: \$\_\_\_\_\_ Expiry Date: \_\_\_\_\_

\* The Fire Insurance Company has been notified of any change of ownership.

We certify that the above fire insurance policy acquired for the Property is for at least the amount of the Mortgage or the replacement value of the buildings, whichever is less, with The Toronto-Dominion Bank shown as \_\_\_\_\_ loss payee and with the Standard Mortgage Clause attached to the Policy. It is our opinion that, if a condominium, the certificate of insurance for the Property is satisfactory and discloses no risks to the Bank that have not otherwise been accepted in writing by the Bank.

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## 6. WELL WATER:

If the Property is on a well, we confirm:

- (a) that a water potability certificate, dated within 60 days of closing, has been obtained and reviewed and confirms that the water meets government standards and is suitable for human consumption, and
  - (b) if a new construction, that a well driller's certificate has been obtained and reviewed and confirms that there occurs a minimum flow of 20 litres per minute over a 1 hour period.
- 

## 7. SEPTIC CERTIFICATE (new construction or new septic system only):

If the Property is not on a municipal septic system:

We confirm that confirmation has been received from the province or municipality certifying that the soil and water pollution, septic system design and installation are acceptable.

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## 8. NEW HOME CONSTRUCTION:

If this is a new home construction, we confirm receipt of the applicable new home warranty certificate:

- (a) a New Home Warranty Certificate (all provinces except Manitoba or Alberta)
  - (b) for Manitoba - a New Home Warranty Certificate and a Possession Certificate
  - (c) for Alberta - a Certificate of Possession or New Home Registry Approval Certificate
-

## 9. LEASED LAND:

All payments required to be made under the Lease are current and there is currently no default with any provision of the Lease. The Lease allows for the transfer or assignment of the Lease from the Lessee to the Bank and a notice of the Mortgage has been given to the Landlord where applicable.

### Landlord Details:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

### Lease Details:

Term: \_\_\_\_\_  
Clauses that may  
impact the Bank as  
Mortgagee/Chargee: \_\_\_\_\_  
\_\_\_\_\_

Notice of the Mortgage has been provided to the Landlord: ☐ Yes ☐ No

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## 10. CORPORATE/TRUST MORTGAGORS:

The Mortgagor is duly incorporated/constituted and organized under the Laws of \_\_\_\_\_ and is duly qualified to own real estate in the jurisdiction where the Property is located. The Mortgagor has the necessary powers to borrow the monies secured by the Mortgage and to grant the Mortgage. The Mortgage represents a valid and binding obligation of the Mortgagor, enforceable in accordance with its terms. (Similar opinion for a corporate/trust guarantor should be provided where applicable.)

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## 11. POWER OF ATTORNEY:

We hereby certify the following:

- (a) we have been authorized in writing by the Bank to allow the use of the Power of Attorney;
- (b) the identity and signature of the Attorney have been confirmed in accordance with Appendix A of the Instructions;
- (c) the Power of Attorney is valid and enforceable in the jurisdiction where the Mortgage registration occurred; the Mortgage is duly authorized under the Power of Attorney and the Mortgage has been properly executed under the Power of Attorney;
- (d) there are no restrictions in the Power of Attorney that impact or may impact the Bank's Mortgage; and
- (e) a Policy of Title Insurance has been obtained.

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## 12. DOCUMENTS:

We confirm that we have complied with the Bank's Instructions regarding the following documents and their return, or their return or retention (if using the Platform, LLC or LDD):

- (a) Duplicate Registered Mortgage Document (in Alberta, a signed Mortgage Document, and in Ontario, the electronically registered Mortgage Document)
- (b) If electronically registered:
  - (i) A completed Acknowledgment and Direction (in British Columbia, an originally signed Form B Mortgage and the first page of the electronically registered Form B Mortgage, and in Saskatchewan, a Verification Statement)
  - (ii) If applicable, a signed guarantee of the Mortgage Guarantor
  - (iii) For New Brunswick, a duly executed original of the mortgage document that was electronically submitted for registration under the Land Titles Act
- (c) Where applicable, an acknowledgement of receipt of the Standard Mortgage/Charge Terms
- (d) Guarantee on Title (where applicable)
  - (i) British Columbia - State of Title Certificate
  - (ii) Alberta - Certified Copy of Title
  - (iii) New Brunswick - Certificate of Registered Ownership
  - (iv) Nova Scotia (where applicable) - Statement of Registered and Recorded Interest (Registrar Certified)

- (v) Manitoba - Status of Title
- (vi) Saskatchewan - Certified Copy of Title
- (e) Independent Legal Advice Certificate (if applicable)
- (f) Surveyor's Certificate/Real Property Report/Certificate of Location (if applicable)
- (g) Tax Certificate
- (h) If new home construction,
  - (i) a New Home Warranty Certificate (all provinces except Manitoba or Alberta)
  - (ii) for Manitoba: a New Home Warranty Certificate and a Possession Certificate
  - (iii) for Alberta: a Certificate of Possession or New Home Registry Approval Certificate
- (i) Assignment of Rents and Leases (if applicable)
- (j) A completed Guarantee/Suretyship (if applicable)
- (k) Land Registry Index (Quebec only)

### 13. IDENTIFICATION VERIFICATION:

**Note: If the *Solicitor/Notary Instructions Re: Customer Details* form (#525016) instructs you to provide a Preliminary Report, please meet the requirements of List A for both the Preliminary Report and the Final Report. If a Preliminary Report is not required, you may use either List A or List B for the Final Report.**

Prior to disbursing funds, we verified the identity and other information of each Mortgagor, Guarantor, Attorney, and signing officer(s) of Corporate Mortgagor(s) in accordance with the Bank's Instructions as stated in the Solicitor/Notary Instructions under Appendix A, as follows:

- (1) Individuals and corporate/other entity signing officers.** Particulars of identification produced by each Mortgagor, Guarantor and, where applicable, Attorney and signing officer:

#### List A: Single Source Method

##### Individual 1

\_\_\_\_\_  
Date ID verified

\_\_\_\_\_  
Mortgagor/Guarantor/Attorney/Signing Officer Full Name as shown on ID

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Type of Photo Identification

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Issuing Jurisdiction

\_\_\_\_\_  
Issuing Country

\_\_\_\_\_  
Expiry Date (if applicable)

##### Individual 2

\_\_\_\_\_  
Date ID verified

\_\_\_\_\_  
Mortgagor/Guarantor/Attorney/Signing Officer Full Name as shown on ID

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Type of Photo Identification

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Issuing Jurisdiction

\_\_\_\_\_  
Issuing Country

\_\_\_\_\_  
Expiry Date (if applicable)

### Individual 3

\_\_\_\_\_  
Date ID verified

\_\_\_\_\_  
Mortgagor/Guarantor/Attorney/Signing Officer Full Name as shown on ID

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Type of Photo Identification

\_\_\_\_\_  
Identification Number

\_\_\_\_\_  
Issuing Jurisdiction

\_\_\_\_\_  
Issuing Country

\_\_\_\_\_  
Expiry Date (if applicable)

### List B: Dual Source Method

Note: For each form of document or information used, complete any two of the following:

- a. Verify name and address;
- b. Verify name and date of birth;
- c. Verify name and confirm the customer has a deposit account, loan account or credit card account with another Canadian Financial institution. An investment account is not permitted. The document or information must contain the customer's name and must be the same on both documents.

Check the type of information being verified (two are applicable, one being always the name):

#### Individual 1

\_\_\_\_\_  
Date ID verified

☐ Name \_\_\_\_\_

☐ Address \_\_\_\_\_

☐ Date of Birth \_\_\_\_\_

☐ Financial Account Type/Details \_\_\_\_\_  
\_\_\_\_\_

☐ Name \_\_\_\_\_

☐ Address \_\_\_\_\_

☐ Date of Birth \_\_\_\_\_

☐ Financial Account Type/Details \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Identification Document

\_\_\_\_\_  
Source of Identification Document

\_\_\_\_\_  
Identification Document Number

\_\_\_\_\_  
Identification Document

\_\_\_\_\_  
Source of Identification Document

\_\_\_\_\_  
Identification Document Number

#### Individual 2

\_\_\_\_\_  
Date ID verified

☐ Name \_\_\_\_\_

☐ Address \_\_\_\_\_

☐ Date of Birth \_\_\_\_\_

☐ Financial Account Type/Details \_\_\_\_\_  
\_\_\_\_\_

☐ Name \_\_\_\_\_

☐ Address \_\_\_\_\_

☐ Date of Birth \_\_\_\_\_

☐ Financial Account Type/Details \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Identification Document

\_\_\_\_\_  
Source of Identification Document

\_\_\_\_\_  
Identification Document Number

\_\_\_\_\_  
Identification Document

\_\_\_\_\_  
Source of Identification Document

\_\_\_\_\_  
Identification Document Number

### Individual 3

\_\_\_\_\_  
Date ID verified

☐ Name \_\_\_\_\_

☐ Address \_\_\_\_\_

☐ Date of Birth \_\_\_\_\_

☐ Financial Account Type/Details \_\_\_\_\_  
\_\_\_\_\_

☐ Name \_\_\_\_\_

☐ Address \_\_\_\_\_

☐ Date of Birth \_\_\_\_\_

☐ Financial Account Type/Details \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Identification Document

\_\_\_\_\_  
Source of Identification Document

\_\_\_\_\_  
Identification Document Number

\_\_\_\_\_  
Identification Document

\_\_\_\_\_  
Source of Identification Document

\_\_\_\_\_  
Identification Document Number

**(2) Corporations and other entities.** Particulars of identification produced by each Mortgagor, Guarantor and, where applicable, Attorney and signing officer:

\_\_\_\_\_  
Name of Corporation or other entity

\_\_\_\_\_  
Type of entity (e.g., corporation, partnership, other entity [specify])

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Type of Record Referred to

\_\_\_\_\_  
(if applicable): Source of the electronic version of the record (must be a source which is accessible to the public)

\_\_\_\_\_  
Name of Corporation or other entity

\_\_\_\_\_  
Type of entity (e.g., corporation, partnership, other entity [specify])

\_\_\_\_\_  
Registration Number

\_\_\_\_\_  
Type of Record Referred to

\_\_\_\_\_  
(if applicable): Source of the electronic version of the record (must be a source which is accessible to the public)

\_\_\_\_\_  
**I have complied with the Solicitor/Notary Instructions and I understand my obligations with respect to them, including identifying the Mortgagor(s)/Guarantor(s), obtaining any necessary independent legal advice and advising of any unusual circumstances. I confirm that I have reviewed all aspects of the transaction and that everything contained herein is true and accurate.**

**SOLICITOR:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date