Worksheet

Family Assignment

Timeline of completion: Must be 4 weeks prior to Occupancy or Post Occupancy

Suite: 2008 **Tower:** RSV **Date:** ____________ **Completed by:** ______________

Please mark if completed:

- Assignment Agreement Signed by both Assignor and Assignee ✓
- Certified Deposit Cheque for Top up Deposit to 20% Not Required ✓
- Certified Deposit Cheque for Family Assignment administration fee of $500 +HST payable to Amacon City Centre Seven New Development Partnership. Courier to Dragana at Amacon Head office (Toronto). ✓
- Agreement must be in good standing. Funds in Trust: $______________. ✓
- Assignors Solicitors information
- Assignees Solicitors information
- Verify if PDI has been completed. If not, Please identify who will be performing the PDI. If the Assignee is performing the PDI a Designate form must be signed by the Assignor to appoint the assignee to complete the PDI. This form must be submitted to customercareto@amacon.com ✓
- Include Fintrac for Assignee ✓
- Copy of Assignees ID ✓
- Copy of Assignees Mortgage Approval ✓

The Assignee can close at occupancy closing as long as all of the Above items have been completed and submitted

Note:

*Once all of the above is completed, email the full package immediately to Stephanie for execution of the Assignment agreement. Stephanie will execute and the Amacon admin team will forward immediately to Blaney via email. The Parkside Admin team must **courier the full hardcopy package to Blaney McMurtry's office. Please remember that the Assignment fee cheque should be** couriered to Amacon.*

Administration Notes:

March 27/17.
20/.

PSV - Block 7 - PSV

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

Between: **AMACON DEVELOPMENT (CITY CENTRE) CORP.** (the "**Vendor**") and

LEI PAN and YING ZHANG (the "Purchaser")

Suite **2008** Tower **ONE** Unit **8** Level **19** (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE: FROM THE AGREEMENT OF PURCHASE AND SALE
N/A

INSERT: TO THE AGREEMENT OF PURCHASE AND SALE
Notwithstanding any notice to the contrary which may have been received from the Vendor or its solicitors prior to the date hereof, the parties expressly agree that the final closing date shall be January 8th, 2018.

All other terms and conditions to remain the same and time to continue to be of the essence.

Dated at **Mississauga, Ontario** this 12 day of December 2017.

SIGNED, SEALED AND DELIVERED
In the Presence of:

XINCI ZHOU

Witness

Purchaser - Ying Zhang

Lei Pan

Witness

Purchaser - Lei Pan

Accepted at Toronto this 18 day of December 2017.

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per: ______________________ c/s
Authorized Signing Officer
I have the authority to bind the Corporation.

SUITE 2008 UNIT 8 LEVEL 19

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT made this 12th day of December 2017.

A M O N G:

Lei Pan and Ying Zhang

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Lei Pan

(hereinafter called the "Assignee")

OF THE SECOND PART;

- and -

AMACON DEVELOPMENTS (CITY CENTRE) CORP.

(hereinafter called the "Vendor")

OF THE THIRD PART.

WHEREAS:

(A) By Agreement of Purchase and Sale dated the 25th day of February, 2012 and accepted the 25th day of February, 2012 between the Assignor as Purchaser and the Vendor as may have been amended (the "**Agreement**"), the Vendor agreed to sell and the Assignor agreed to purchase Unit 8, Level 19, Suite 2008, together with 1 Parking Unit(s) and 1 Storage Unit(s) in the proposed condominium known municipally as 4011 Brickstone Mews, Mississauga, Ontario (the "**Property**");

(B) The Assignor has agreed to assign the Agreement and all deposits tendered by the Purchaser thereunder as well as any monies paid for extras or upgrades, monies paid as credits to the Vendor (or its solicitors) in connection with the purchase of the Property to the Assignee and any interest applicable thereto (the "**Existing Deposits**"), and the Assignee has agreed to assume all of the obligations of the Assignor under the Agreement and to complete the transaction contemplated by the Agreement in accordance with the terms thereof; and

(C) The Vendor has agreed to consent to the assignment of the Agreement by the Assignor to the Assignee.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of Ten Dollars ($10.00) now paid by the Assignee to the Assignor and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Subject to paragraph 7 herein, the Assignor hereby grants and assigns unto the Assignee, all of the Assignor's right, title and interest in, under and to the Agreement including, without limitation, all of the Assignor's rights to the Existing Deposits under the Agreement;

2. The Assignor acknowledges that any amounts paid by the Assignor for Existing Deposits will not be returned to the Assignor in the event of any default or termination of the Agreement and the Assignor expressly acknowledges, agrees and directs that such amounts shall be held by the Vendor as a credit toward the Purchase Price of the Unit.

3. Subject to paragraph 4 below, the Assignee covenants and agrees with the Assignor and the Vendor that he/she will observe and perform all of the covenants and obligations of the Purchaser under the Agreement and assume all of the obligations and responsibilities of the Assignor pursuant to the Agreement to the same extent as if he/she had originally signed the Agreement as named Purchaser thereunder.

4. **The Assignee shall be required to pay the full amount of the applicable HST to the Vendor on final closing notwithstanding that the Assignee may qualify for HST Rebate (or equivalent). The HST applicable shall be calculated based on the original purchase price and the consideration for the Transfer/Deed to the Assignee shall reflect the original purchase price as set out in the Agreement. The Assignor and/or Assignee are personally directly responsible for collection and remittance of any HST applicable to any increase in or additional consideration negotiated as between Assignor and Assignee for the purchase of the Property. The Assignor and Assignee expressly acknowledge that the HST Rebate credit contemplated by the Agreement will not be available to the assigning parties and the Assignee will be obliged to seek any HST Rebate available directly on his or her own after final closing. The Vendor shall have no obligation whatsoever either before or after closing to assist or cooperate with the Assignor or Assignee in the collection or remittance of HST on the assignment transaction as between Assignor and Assignee or with any application for HST Rebate or equivalent.**

5. Subject to the terms of the Assignment Amendment, the Assignee covenants and agrees with the Assignor and the Vendor not to list or advertise for sale or lease and/or sell or lease the Unit and is strictly prohibited from further assigning the

Assignee's interest under the Agreement or this Assignment to any subsequent party without the prior written consent of the Vendor, which consent may be arbitrarily withheld.

6. In the event that the Agreement is not completed by the Vendor for any reason whatsoever, or if the Vendor is required pursuant to the terms of the Agreement to refund all or any part of the Existing Deposits or the deposit contemplated by section 2 above, the same shall be paid to the Assignee, and the Assignor shall have no claim whatsoever against the Vendor with respect to same.

7. The Assignor hereby represents to the Assignee and the Vendor that he/she has full right, power and authority to assign the Agreement to the Assignee.

8. The Assignor covenants and agrees with the Vendor that notwithstanding the within assignment, he/she will remain liable for the performance of all of the obligations of the Purchaser under the Agreement, jointly and severally with the Assignee. For greater clarity, the Assignor may be required to complete the Occupancy Closing with the Vendor.

9. The Vendor hereby consents to the assignment of the Agreement by the Assignor to the Assignee. This consent shall apply to the within assignment only, is personal to the Assignor, and the consent of the Vendor shall be required for any other or subsequent assignment in accordance with the provisions of this Agreement.

10. The Assignee hereby covenants, acknowledges and confirms that he/she has received a fully executed copy of the Agreement and the Disclosure Statement with all accompanying documentation and material, including any amendments thereto.

11. The Assignor shall pay by certified cheque drawn on solicitor's trust account to Aird & Berlis LLP upon execution of this Assignment Agreement, Vendor's solicitor's fees in the amount of Five Hundred Dollars ~~($500.00)~~ plus HST.
1,244.00 L.P.

12. The Assignor and Assignee agree to provide and/or execute such further and other documentation as may be required by the Vendor in connection with this assignment, including, but not limited to, satisfaction of Vendor's requirements to evidence the Assignee's financial ability to complete the transaction contemplated by the Agreement, Assignee's full contact information and Assignee's solicitor's contact information.

13. Details of the identity of the Assignee and the solicitors for the Assignee are set forth in Schedule "A" and in the Vendor's form of information sheet. Notice to the Assignee or to the Assignee's solicitor, shall be deemed to also be notice to the Assignor and the Assignor's solicitors.

14. Any capitalized terms hereunder shall have the same meaning attributed to them in the Agreement, unless they are defined in this Assignment Agreement.

15. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, estate trustees, successors and permitted assigns, as the case may be. If more than one Assignee is named in this Assignment Agreement, the obligations of the Assignee shall be joint and several.

16. This Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Assignment Agreement.

DATED this __12th__ day of **December** 2017.

Witness — Lei Pan (Assignor)

XINCI
+86

Witness — Ying Zhang (Assignor)

Witness — Lei Pan (Assignee)

Witness — (Assignee)

AMACON DEVELOPMENT (CITY CENTRE) CORP.

Per:
Name:
Title: Authorized Signing Officer

Schedule "A"

Details of Assignee

ASSIGNEE

NAME: Lei Pan

DATE OF BIRTH: 1970/03/29
YYYYMMDD SIN #

ADDRESS: 3351 Hornbeam Cres Un 76
Mississauga ON L5L 3Z8

PHONE: Tel:
Cell:
Facsimile:

E-mail: maggie.punlei@gmail.com

ASSIGNEE

NAME:

DATE OF BIRTH:
YYYYMMDD SIN #

ADDRESS:

PHONE: Tel:
Cell:
Facsimile:

E-mail:

ASSIGNEE'S SOLICITOR:

NAME: Lee and Ma LLP
Cheslie Xiao Tian Ma

ADDRESS: 165 Dundas St. West, Suite 700
Mississauga, ON L5B 2N6

PHONE: Bus: 905 272 4539
Facsimile:

E-mail: zhang@leeandma.com

31202746.1

Assignor has none Lawyer

Individual Identification Information Record

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® member whenever they act in respect to the purchase or sale of real estate.
It is recommended that the Individual Identification Information Record be completed:

(i) for a buyer when the offer is submitted and/or a deposit made, and
(ii) for a seller when the seller accepts the offer

Transaction Property Address: 2008 - 4011 Brickstone Mews, ON, Mississauga

Sales Representative/Broker Name: [illegible] Realty
Date Information Verified/Credit File Consulted: Dec 12th, 2017

A. Verification of Individual

NOTE: One of Section A.1, A.2, or A.3 must be completed for your individual clients or unrepresented individuals that are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where you are unable to identify an unrepresented individual, complete section A.4 and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves the proceeds of crime or terrorist activity. Where you are using an agent or mandatary to verify the identity of an individual, see procedure described in CREA's materials on REALTOR Link®.

1. **Full legal name of Individual:** [illegible] Pan
2. **Address:** 3331 Hornbeam Cres Unit 76 Mississauga ON [illegible]
3. **Date of Birth:** 1976 / 03 / 29
4. **Nature of Principal Business or Occupation:** Marketing Analyst

A.1 Federal/Provincial/Territorial Government-Issued Photo ID

Ascertain the individual's identity by comparing the individual to their photo ID. The individual must be physically present.

1. **Type of Identification Document***: Driver's Licence
(must view the original and have a photo. See CREA's FINTRAC materials on REALTOR Link® for examples)
2. **Document Identifier Number:** [illegible]
3. **Issuing Jurisdiction:** ONTARIO
(insert applicable Province/Territory/Foreign Jurisdiction or 'Canada')
4. **Document Expiry Date:** [illegible] **Country:**
(must be valid and not expired)

A.2 Credit File

Ascertain the individual's identity by comparing the individual's name, date of birth and address information above to information in a Canadian credit file that has been in existence for at least three years. If any of the information does not match, you will need to use another method to ascertain client identity. Consult the credit file at the time you ascertain the individual's identity. The individual does not need to be physically present.

1. **Name of Canadian Credit Bureau Holding the Credit File:**
2. **Reference Number of Credit File:**

A.3 Dual ID Process Method

1. Complete two of the following three checkboxes by ascertaining the individual's identity by referring to information in two independent, reliable, sources. Each source must be well known and reputable (e.g., federal, provincial, territorial and municipal levels of government, crown corporations, financial entities or utility providers). Any document must be an original paper or original electronic document (e.g., the individual can email you electronic documents downloaded from a website). Documents cannot be photocopied, faxed or digitally scanned. The individual does not need to be physically present

☐ Verify the individual's name and date of birth by referring to a document or source containing the individual's name and date of birth*
- **Name of Source:**
- **Account Number****:
(must be valid and not expired, must be recent if no expiry date)

☐ Verify the individual's name and address by referring to a document or source containing the individual's name and address*
- **Name of Source:**
- **Account Number****:
(must be valid and not expired, must be recent if no expiry date)

☐ Verify the individuals' name and confirm a financial account*
- **Name of Source:**
- **Financial Account Type:**
- **Account Number****:

*See CREA's FINTRAC materials on REALTOR Link® for examples. ** Or reference number if there is no account number

Individual Identification Information Record

A.4 Unrepresented Individual Reasonable Measures Record *(if applicable)*

Only complete this section when you are unable to ascertain the identity of an unrepresented individual.

1. **Measures taken to Ascertain Identity** *(check one)*:

- ☐ Asked unrepresented individual for information to ascertain their identity
- ☐ Other, explain: ....

Date on which above measures taken: ....

2. **Reason why measures were taken** *(check one)*:

- ☐ Asked unrepresented individual for information to ascertain their identity
- ☐ Other, explain: ....

B. Verification of Third Parties

NOTE: *Only complete Section B for your clients.* Complete this section of the form to indicate whether a client is acting on behalf of a third party. Either B.1 or B.2 must be completed.

B.1 Third Party Reasonable Measures

Where you cannot determine whether there is a third party, complete this section.

Is the transaction being conducted on behalf of a third party according to the client? *(check one)*:

- ☐ Yes
- ☑ No

Measures taken *(check one)*:

- ☐ Asked if client was acting on behalf of a third party
- ☐ Other, explain: ....

Date on which above measures taken: ....

Reason why measures were unsuccessful *(check one)*:

- ☐ Client did not provide information
- ☐ Other, explain: ....

Indicate whether there are any other grounds to suspect a third party *(check one)*:

- ☐ No
- ☐ Yes, explain: ....

B.2 Third Party Record

Where there is a third party, complete this section.

1. **Name of third party:** ....
2. **Address:** ....
3. **Date of Birth:** ....
4. **Nature of Principal Business or Occupation:** ....
5. **Incorporation number and place of issue** *(if applicable)*: ....
6. **Relationship between third party and client:** ....

Individual Identification Information Record

NOTE: *Only complete Sections C and D for your clients.*

C. Client Risk *(ask your Compliance Officer if this section is applicable)*

Determine the level of risk of a money laundering or terrorist financing offence for this client by determining the appropriate cluster of client in your policies and procedures manual this client falls into and checking one of the checkboxes below:

Low Risk

- [x] Canadian Citizen or Resident Physically Present
- [ ] Canadian Citizen or Resident Not Physically Present
- [ ] Canadian Citizen or Resident – High Crime Area – No Other Higher Risk Factors Evident
- [ ] Foreign Citizen or Resident that does not Operate in a High Risk Country (physically present or not)
- [ ] Other, explain:

Medium Risk

- [ ] Explain:

High Risk

- [ ] Foreign Citizen or Resident that operates in a High Risk Country (physically present or not)
- [ ] Other, explain:

If you determined that the client's risk was high, tell your brokerage's Compliance Officer. They will want to consider this when conducting the overall brokerage risk assessment, which occurs every two years. It will also be relevant in completing Section D below. Note that your brokerage may have developed other clusters not listed above. If no cluster is appropriate, the agent will need to provide a risk assessment of the client, and explain their assessment, in the relevant space above.

Individual Identification Information Record

D. Business Relationship

(ask your Compliance Officer when this section is applicable)

D.1. Purpose and Intended Nature of the Business Relationship

Check the appropriate boxes.

Acting as an agent for the purchase or sale of.

☑ Residential property
☐ Residential property for income purposes
☐ Commercial property
☐ Land for Commercial Use
☐ Other, please specify: . . . .

D.2. Measures Taken to Monitor Business Relationship and Keep Client Information Up-To-Date

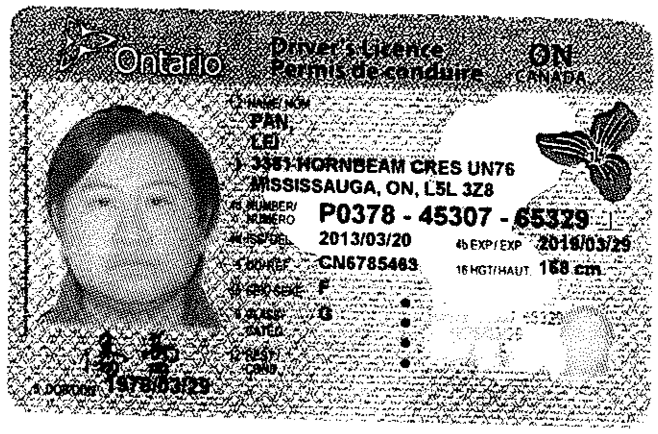
D.2.1. Ask the Client if their name, address or principal business or occupation has changed and if it has include the updated information on page one.

D.2.2 Keep all relevant correspondence with the client on file in order to maintain a record of the information you have used to monitor the business relationship with the client. Optional - If you have taken measures beyond simply keeping correspondence on file, specify them here:

D.2.3. If the client is high risk you must conduct enhanced measures to monitor the brokerage's business relationship and keep their client information up to date. Optional - consult your Compliance Officer and document what enhanced measures you have applied:

D.3 Suspicious Transactions

Don't forget, if you see something suspicious during the transaction report it to your Compliance Officer. Consult your policies and procedures manual for more information.


Ontario
Driver's Licence
Permis de conduire
ON
CANADA
NAME/NOM
PAN,
LEI
3351 HORNBEAM CRES UN76
MISSISSAUGA, ON, L5L 3Z8
NUMBER/NUMÉRO
P0378 - 45307 - 65329
2013/03/20
EXP/EXP
2019/03/29
CN6785463
HGT/HAUT
168 cm
F
G
1978/03/29

PJV 2008

TD Canada Trust
Mortgage Commitment (Broker Channel)

Mortgage Number: 1039814

APPLICANT(S)
Lei Pan

Home: 647-865-1353, Bus: 647-865-1353

BORROWERS CURRENT ADDRESS
76-3351 Hornbeam Crescent
Mississauga, ON
L5L 3Z8, CAN

SUBJECT PROPERTY ADDRESS
2008-4011 Brickstone Mews
Mississauga, ON
L5B 0J7, CAN

SERVICING ADDRESS
The Toronto-Dominion Bank
700 - 100 University Avenue North Tower
Toronto, ON M5J 1V6, CAN

DETAILS

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

Loan		**Terms**		**Payment**	
Downpayment	$54,400.00	Mortgage Priority	First	Monthly P&I	$960.96
Loan Amount	$217,600.00	Int. Calculated	Semi-Annually	Est Annual Realty Taxes	$2,040.00
		Interest Rate	3.39%		
		Term (closed)	60 Month(s)		
		Amortization	30 years		
		Payment Frequency	Monthly		

Closing Date: Jan 11, 2018
Interest Adjustment Date: Feb 1, 2018
Maturity Date: Feb 1, 2023
Commitment Expires: Jan 11, 2018

CONDITIONS OF APPROVAL

All of our normal requirements and, if applicable, those of the mortgage insurer must be met. All costs including legal, survey, mortgage insurance, etc. are for the account of the applicant(s). The mortgage insurance premium (if applicable) will be added to the mortgage. This mortgage is subject to the details and terms outlined as well as the conditions described in this document.

CONDITIONS

1. Signed Broker Commitment.
2. Signed Mortgage Loan Agreement.
3. Receipt of Full appraisal confirming a value of $330,000.00 completed by an AACI, CRA, or DAR meeting TD mortgage standards. LTV not to exceed 80.00%. If the appraisal is not addressed to TD, provide letter of transmittal.
4. Receipt of a satisfactory firm Purchase and Sale Agreement(s) including all addendums.
5. Subject to satisfactory confirmation of Income.
6. Subject to no secondary financing.
7. Subject to satisfactory confirmation of downpayment.
8. Mortgagor to be responsible for Realty Taxes.
9. Provide confirmation of the legal description of the property.
10. Subject to receipt of New Home Warranty and Final Occupancy.
11. Subject to satisfactory receipt of the following:
    - Current letter of employment

Initials ________ Initials ________ Initials ________ Initials ________ Date ____________

- Current pay stub

12. Subject to satisfactory current lease agreement for 2008-4011 Brickstone Mews, Mississauga ON confirming monthly rental income of $1,550 prior to closing.
13. Subject to updated credit bureau 30 days prior to closing.
14. Subject to receipt of 2017 tax statement confirming property taxes on 76 - 3351 Hornbeam Cres, Mississauga ON do not exceed $2,518/yr.

OTHER CONDITIONS

1. Provide VOID check.
2. Rate valid for 120 days after which the application must be re-approved. New credit bureau and employment verification will be required.
3. All mortgage documentation will be signed at the Solicitors office or through remote agent signing prior to closing. You must bring 1 piece of valid government issued photo ID with you. In order to ensure this mortgage will close as scheduled, **ALL conditions must be satisfied no less than 10 business days prior to closing.** In the case of a purchase, if all conditions are not satisfied within that timeframe, TD Canada Trust will require an amendment to the offer in order to extend the closing date.
4. Notwithstanding the approval in this Commitment, we reserve the right to verify any information received and at any time, may require additional information or decline the application.
5. **COLLATERAL CHARGE** - Mortgage Loan Agreement
   TD Canada Trust Mortgage Loans are now secured by a collateral charge. Customers have the opportunity to register the collateral charge for an amount greater than the approved principal amount of the mortgage loan, up to a maximum of 125% of the property value.

   Please complete the following: (Client to initial by the appropriate response and sign below.)

   [ ] Yes, please register the collateral charge for $_______________ (which can be up to a maximum of 125% of the APPRAISED property value).

   [ ] No, please register for the MORTGAGE LOAN amount
   Client(s) to sign here: ____ (Applicant)
6. **SOURCE OF DOWNPAYMENT** - Please indicate the source of funds for down payment for this mortgage transaction:
   [ ] Sale of Real Estate Property
   [ ] Borrowed against Liquid Assets
   [ ] RRSP
   [ ] Gift
   [ ] Proceeds from Sale of Investments
   [ ] Savings – From Employment/Investment Income
   [ ] Savings – From Pension
   [ ] Savings – From Inheritance
   [ ] Savings – From Government Benefit
   [ ] Savings – From Lottery winnings
   [ ] Savings – Casino winnings
   [ ] Non-Liquid Secured/Unsecured Credit
   [ ] Trust Funds
   [ ] Grants
   [ ] Proceeds from Business
7. **TD BRANCH SELECTION** - I/We would like our mortgage to be placed at the following TD Branch:

   Transit #:

   Address:

Initials __________ Initials __________ Initials __________ Initials __________ Date ____________________

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

   Name:

   Address:

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

9. **THIRD PARTY STATEMENT** - Will this credit facility be used by or on behalf of a person other than the Applicant or Joint Applicant?
   [ ] Yes (complete Third Party Statement Form 592018)
   [ ] No

10. **POWER OF ATTORNEY** - Use of Power of Attorney to close a transaction requires TD approval. Provide:
    - Relationship of Attorney to applicant
    - Reason the applicant can not be present
    - Relationship of Attorney and Applicant to TD

MORTGAGORS ACKNOWLEDGEMENT

If using remote signing process:

1. I/We acknowledge and agree that I/we have applied to TD Canada Trust for a first residential Mortgage Loan.
2. I/We understand the nature of this transaction. The mortgage will be an encumbrance registered against my property. TD Canada Trust may use a third party service provider to register the mortgage and may title insure the mortgage to protect its interest. I consent to the sharing of my information necessary to effect these transactions with the third party service provider and/or title insurer. I have been given the opportunity to obtain independent legal advice and I have decided not to hire a lawyer to represent me in this transaction. I acknowledge that I have no legal representation in this transaction and that TD Canada Trust will ensure only that its own interests are protected and that TD Canada Trust has no obligation to protect my interests. I acknowledge that I can, at my own expense, retain a lawyer to represent me at any stage of this transaction. (Applicable in B.C. and New Brunswick only) Any lawyer, notary or commissioner I may meet with is only witnessing my/our signature(s) and is not acting for me/us.
3. If my/our application is accepted, TD Canada Trust will require me/us to execute one or more of a mortgage, credit agreement, or other supporting documentation to secure its interests in the subject property. I/We authorize TD Canada Trust or its agents to make any non-material change to the document(s) I/we signed, which may be required in order to facilitate registration with the appropriate government agencies. I hereby agree to execute or re-execute at my cost any documents or additional documents that TD Canada Trust may reasonably require to make its mortgage security enforceable or resolve any uncertainties relating to my title in the subject property.

PRIVACY AGREEMENT

In this Agreement, the words *"you"* and *"your"* mean any person, or that person's authorized representative, who has requested from us, or offered to provide a guarantee for any product service or account offered by us in Canada. The words *"we"*, *"us"* and *"our"* mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word *"Information"* means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services you use.
You acknowledge, authorize and agree as follows:

Collecting and Using Your Information

At the time you request to begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, contact information, date of birth, occupation and other identification.
- records that reflect your dealings with and through us.
- your preferences and activities.

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

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies

Initials __________ Initials __________ Initials __________ Initials __________ Date ______________

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

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations

Disclosing Your Information

We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us
- to suppliers, agents and other organizations that perform services for you or for us, or on our behalf
- to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law

Sharing Information Within TD

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

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you.
- to manage and assess our risks and operations, including to collect a debt owed to us by you.
- to comply with legal or regulatory requirements.
  You may not withdraw your consent for these purposes.

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

Additional Collections, Uses And Discosures

Social Insurance Number (SIN) – If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

Credit Reporting Agencies and Other Lenders – For a credit card, line of credit, loan, mortgage or other credit facility, merchant

Initials __________ Initials __________ Initials __________ Initials __________ Date ____________ services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

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

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

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

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

We may use your Information to:

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

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.
If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

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

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

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

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

Initials ________ Initials ________ Initials ________ Initials ________ Date ____________

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

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

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

More Information

This Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit www.td.com/privacy or contact us for a copy.

You acknowledge that we may amend this Agreement and our Privacy Code from time to time. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement, you may do so by contacting us at 1-866-567-8888. Please read our Privacy Code for further details about your opt-out choices.

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

Applicant(s):

Lei Pan Signature ____________________ Date ____________________

LENDER AUTHORIZATION

Approved by The Toronto-Dominion Bank
Phone: 416-263-4733
Fax: 1-855-522-23