

Execution Direction (Mortgage Administrator)



TO: Community Trust Company, 2350 Matheson Boulevard East, Mississauga, Ontario L4W 5G9

FROM: _____ (the "Mortgage Administrator")
Name of Mortgage Administrator/Syndicator

Mortgage Administrator's Address

Property Address

Borrower (the "Mortgagor")

Description / Purpose of Transaction to be Executed: _____

_____ (the "Transaction")

Pursuant to the power given to the Mortgage Administrator by Investors (as defined below) under _____,

dated _____, the Mortgage Administrator hereby authorizes and directs Community Trust Company ("CTC"), as trustee for the registered accounts invested in the Mortgage (each, an "Investor" and collectively, the "Investors") as of the date hereof to execute the following documents with respect to the Transaction:

(Please list all documents required to be executed pursuant to this Direction)

1. _____
2. _____
3. _____

(the "Documents").

This Direction shall be your good and sufficient authority to do so.

The Mortgage Administrator hereby represents and confirms that all Investors have been advised of the Transaction and the contents of the Documents and the Mortgage Administrator has otherwise taken all steps required to be taken to affect the Transaction, including collecting all consents and approvals where applicable.

The Mortgage Administrator hereby confirms that as of the date hereof the aggregate percentage held by CTC in the Mortgage, as trustee for Investors, is _____%.

The Mortgage Administrator acknowledges, represents and confirms that all statements made herein are true and correct in all material respects and that CTC is relying on these representations when acting on instructions set out in this Direction. CTC shall have no responsibility to verify or determine that the Documents are complete, accurate or constitute the documents or actions of the Mortgage Administrator acting within the powers granted to it by the Investors. CTC shall be fully protected in acting upon this Direction and upon any document, instrument or paper believed by CTC to be genuine and to be signed or presented by the proper person or persons. CTC shall be under no duty to make any investigation or inquiry as to any statement contained in any such Document but may accept the same as conclusive evidence of the truth and accuracy of the statements contained therein.

The Mortgage Administrator agrees to indemnify, defend and hold harmless CTC and any of its directors, officers, shareholders, employees, representatives and agents (collectively, the "Indemnified Party") from and against any and all losses, costs, damages, claims, actions, demands, proceedings, charges, expenses and liabilities of any nature whatsoever (including, without limitation, legal fees and expenses) which the Indemnified Party may incur or which might be claimed against the Indemnified Party by any person, entity, regulatory or government agency or body, and which may in any way whatsoever arise out of, be in connection with or result from (i) CTC acting as trustee for the registered accounts of the Investors or in any way acting in accordance with this Direction or any other authorization, direction and instruction received from the Mortgage Administrator; (ii) a breach by the Mortgage Administrator of any representation or warranty under this Direction; or (iii) a breach by the Mortgage Administrator of any duty or obligation it may have to the Investor.

The Mortgage Administrator releases and forever discharges CTC and its directors, officers, shareholders, employees, representatives and agents from all actions, causes of action, suits, debts, duties, covenants, claims and demands whatsoever which the Mortgage Administrator could or might have against CTC for, or by reason of, or in any way arising out of any cause, matter or thing whatsoever which may arise out of CTC acting on this Direction. The Mortgage Administrator further covenants and agrees not to make any claim or maintain any action or proceeding against any person or entity, including the directors, officers, shareholders, employees, representatives and agents of CTC, in which anything hereby released could be claimed by way of contribution, indemnity or otherwise.

I expressly request that this document and any related instruments be drawn up in the English language. Je demande expressément que la présente formule et tous les documents qui s'y rapportent soient rédigés en anglais.

Dated this _____ day of _____, 20_____.

Mortgage Administrator

By: _____

Name:

Title:

Privacy Statement

Community Trust Company is committed to protecting the personal information of our clients. Personal information obtained in the course of doing business with you is not collected, used or disclosed except in compliance with governing legislation, including Canada's Personal Information Protection and Electronic Documents Act (PIPEDA).

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