

# Execution Direction (Investor)



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

FROM: \_\_\_\_\_ (the "Investor")  
Client Name

\_\_\_\_\_  
Client Address

\_\_\_\_\_  
Account Number(s) (the "Registered Account")

\_\_\_\_\_  
Mortgage Number (the "Mortgage Loan")

\_\_\_\_\_  
Property Address (the "Mortgaged Property")

\_\_\_\_\_  
Borrower's Name (the "Borrower")

### Select one

Re:  Postponement  Discharge in Escrow  Partial Discharge  Transfer of Charge  Amending Agreement  Assumption  Renewal  
 Other (describe) \_\_\_\_\_ (the "Transaction")

I, the undersigned, am the registered and beneficial owner of the Registered Account. I hereby authorize and direct Community Trust Company ("CTC"), as trustee for the Registered Account invested in the Mortgaged Property as of the date hereof in the Mortgage Loan secured by the Mortgaged Property, to execute the following documents with respect to the Transaction that is proposed to take place in connection with the Mortgage Loan:

### (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.

I hereby acknowledge and confirm that I have been advised to obtain independent legal advice in connection with the Transaction and the execution of the Documents and that I have obtained, or have had an opportunity to obtain, such independent legal advice. I acknowledge and confirm that I have read the Documents in their entirety and have the full knowledge and understanding of their contents as well as of the implications of the actions contemplated therein. I further acknowledge that by signing the Documents, the priority of my interest in the Mortgaged Property may be postponed, the Mortgaged Property may be discharged or transferred, in whole or in part, or the terms of the Mortgage Loan may otherwise change in a way that would have a material adverse effect on the Mortgaged Property or the ability of the Borrower to repay the Mortgage Loan to me, in full or in part. I understand that I may lose my investment in the Mortgaged Property in its entirety and I accept such risk.

In connection with the Transaction, I hereby authorize and direct CTC to accept \$ \_\_\_\_\_ in partial satisfaction of the amounts owing to me under the Mortgage Loan.

I have neither sought nor obtained any advice from CTC with respect to the Mortgage Loan, the Transaction or the Documents. I acknowledge that CTC is not in the business of providing investment, legal or tax advice and confirm that CTC is not responsible for any decision I may make with respect to the Mortgage Loan, the Transaction or the Documents.

CTC shall have no responsibility to verify or determine that the Documents are complete and accurate. 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.

I agree to indemnify, defend and hold harmless CTC and any of its directors, officers, 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 Account; (ii) CTC acting in accordance with this Direction or any other authorization, direction, or instruction received from me, or (iii) a breach by me of any representation or warranty under this Direction.

I release and forever discharge CTC and its directors, officers, shareholders, employees, representatives and agents from any and all actions, causes of action, suits, debts, duties, covenants, claims and demands whatsoever which I could or might have against CTC for, or by reason of, or in any way arising out of any cause, matter or thing relating to CTC acting on this Direction. I covenant and agree 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.

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**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).