

Solicitor's Acknowledgement and Undertaking



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

AND TO: _____
 Client Name _____ Client A/C No. _____

Client Address _____

Dear Sirs/Mesdames:

Re: Mortgage Loan # _____ (the "Transaction")

Property Address _____ (the "Mortgaged Property")

I have acted as legal counsel to:

_____ (insert name of client), the lender/investor in the above-referenced Transaction (the "Lender");

AND/OR

_____ (insert name of client), the borrower in the above-referenced Transaction (the "Borrower");

AND/OR

_____ (insert name of client), the syndicator in the above-referenced Transaction (the "Syndicator") for clients disclosed separately, on a confidential basis, to Community Trust Company in Schedule I.

I hereby acknowledge that I have been instructed to and will prepare and register the following mortgage on closing of the Transaction, scheduled to occur on or about: _____
 MM/DD/YYYY

MORTGAGE PRIORITY	MORTGAGED PROPERTY ADDRESS	NAME TO APPEAR ON TITLE
<input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> Other _____		Community Trust Company in trust for <input type="checkbox"/> RRSP <input type="checkbox"/> RRIF <input type="checkbox"/> TFSA <input type="checkbox"/> RDSP Account # _____

I further acknowledge that following receipt of proper instructions from its client, Community Trust Company will advance funds (the "Advanced Funds") from client's registered account noted above (the "Registered Account") to my professional trust account, to be held in trust, and in connection therewith I undertake to:

- hold the Advanced Funds in escrow until registration with the appropriate Land Registry Office of a valid and enforceable _____ (priority) mortgage on the Mortgaged Property;
- on closing, following the registration of the above mortgage charge, disburse the Advanced Funds as directed by the Borrower, less the applicable deductions mutually agreed on by the Borrower and the Lender;
- provide Community Trust Company with a copy of the mortgage, duly registered, including all final reporting, within 30 days of the advance of the Advanced Funds to the Borrower; and
- in the event the Transaction is not completed by _____, return the Advanced Funds to Community Trust Company in trust for the Registered Account. MM/DD/YYYY

I acknowledge and confirm that Community Trust Company acts solely as trustee for the Registered Account, that it will be under no obligation to advance the Advanced Funds until and unless properly instructed by its client and that it shall have no liability whatsoever resulting from its client's failure to provide such instructions. I have advised my client(s) accordingly.

I further certify and confirm that (i) I am not a borrower, lender, investor, syndicator in the Transaction or otherwise a party to the Transaction, (ii) I am not and, upon completion of the Transaction, will not become a legal or beneficial owner or co-owner of the Mortgaged Property, and (iii) I otherwise have no interest, either personal, commercial or of any other type whatsoever, direct or indirect, in the Transaction or the Mortgaged Property, other than in my capacity as legal counsel to person(s) named above.

Dated at _____, _____, this _____ day of _____, 20_____.

Solicitor's Signature

Solicitor's Name

Law Firm

CERTIFICATE

Please check the applicable box:

- The undersigned hereby certifies and confirms that the individual named above is the legal counsel of the undersigned and is acting for the undersigned in the above-referenced Transaction.
- The undersigned hereby certifies and confirms that the individual named above is the legal counsel of both the undersigned and the Borrower and is acting for both, the undersigned and the Borrower in the above-referenced Transaction, at the request of the undersigned and the Borrower, and the undersigned hereby expressly consents to such individual acting in such capacity. The undersigned further acknowledges having been advised of the implications of such joint representation and, in connection therewith, has been advised to obtain independent legal advice.
 - The undersigned has obtained independent legal advice and confirmation thereof is enclosed.
 - The undersigned has waived his/her right to obtain independent legal advice.
- The undersigned hereby certifies and confirms that the individual named above is the legal counsel of both the undersigned and the Syndicator and is acting for both, the

undersigned and the Syndicator in the above-referenced Transaction, at the request of the undersigned and the Syndicator, and the undersigned hereby expressly consents to such individual acting in such capacity. The undersigned further acknowledges having been advised of the implications of such joint representation and, in connection therewith, has been advised to obtain independent legal advice.

- The undersigned has obtained independent legal advice and confirmation thereof is enclosed.
- The undersigned has waived his/her right to obtain independent legal advice.
- The undersigned hereby certifies and confirms that the individual named above is the legal counsel for the Syndicator only and is acting for the Syndicator in the above-referenced Transaction, and not for the undersigned. The undersigned acknowledges having been advised to obtain independent legal advice.
 - The undersigned has obtained independent legal advice and confirmation thereof is enclosed.
 - The undersigned has waived his/her right to obtain independent legal advice.

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

PRIVACY

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).

