

Instructions to Solicitor Re: First Mortgage

- *Please read the instructions carefully as ID changes have been made effective Dec. 3, 2017:*
- *List of Acceptable ID has been updated and only one piece of acceptable Identification document is now required to verify client's identity in most cases*
- *If a mortgagor, guarantor or signing officer does not have one piece of acceptable identification, record the details of two other identity documents on the form*

We are pleased to appoint your firm to act on our behalf to prepare and register all legal documentation in accordance with the requirements as set out in this instruction package and the commitment letter, with the following exception: even if the commitment letter indicates that the mortgagee is CIBC Mortgages Inc., the mortgage is to be in favour of Canadian Imperial Bank of Commerce.

Please note:

We appoint you to act on our behalf in this transaction.

We consent to your acting on behalf of the mortgagor in the above-mentioned mortgage and, if applicable, to your acting for the mortgagor in acquiring title to the Property, and to your discharging any encumbrances on behalf of the vendor. The foregoing does not apply in British Columbia for real property transactions that do not qualify as simple conveyances. In such cases, you are not permitted to act on behalf of the mortgagor.

We understand that you are obliged to raise all issues which may be of importance to us or to the mortgagor or to a vendor for whom you are clearing title, and to explain the legal effect of such issues to all such parties that may be affected by them.

We also understand that any information received in connection with the matter from us or the mortgagor cannot be treated as confidential so far as the other party is concerned and that, if a conflict arises between us and the mortgagor which cannot be resolved, you will thereafter be unable to act for either party in respect of the matter. We also understand that if you act for us and the mortgagor in respect of the mortgage, you may not subsequently be able to act for either party in any foreclosure or other collection proceedings, which may arise in relation to the mortgage transaction.

Please direct all enquiries and correspondence (with the exception of your Solicitor's Final Report and Certificate of Title and supporting documentation) to Simplii Financial™ mortgages at the address shown below. No other address should be used unless the address is pre-printed on the mortgage form or authorized by us.

Simplii Financial Office:	199 Bay Street, CCW-P3, Toronto, Ontario M5L 1A2
	Telephone: 1 888 866-0866 option 3

Your Solicitors Final Report and any enclosures should be sent to PO Box 115, Commerce Court Postal Station, Toronto, ON M5L 1E5

The mortgage document is to be registered in the name of Canadian Imperial Bank of Commerce. Our address for service is 199 Bay Street, CCW-P3, Toronto, Ontario M5L 1A2. Please insert our standard charge/mortgage term number, which will vary depending upon the province in which the mortgage is taken (Please obtain the number directly from our STANDARD CHARGE TERMS).

Unless the Mortgage Commitment Letter indicates that Vendor Take Back (VTB) or other secondary mortgage financing is permitted, it is your responsibility to ensure that there is no VTB or other secondary financing. If prior to disbursing mortgage funds on this mortgage you are aware or become aware of any VTB or other secondary mortgage financing which security is to be registered either concurrently with our mortgage or at a time following funding, you are required to immediately advise the applicable regional office, and no funds are to be disbursed until further written instructions are received from us. If we agree to VTB or other secondary mortgage financing, as a condition of funding, you must obtain from the vendor a waiver of any equitable lien for unpaid purchase monies and confirmation that the vendor postpones any interest that they may have in the property in favour of our mortgage.

Please note a draft mortgage is not required and will not be verified. We rely entirely on you to ensure that the mortgage and other security documents are in accordance with our instructions. In the event that the documents are not prepared in accordance with these Instructions to Solicitor and we suffer a loss as a result, we will seek to recover any loss from you.

Please visit <http://www.cmidocs.com> and select Simplii Financial Mortgage Documents for our mortgage instructions and forms.

Responsibility of Solicitor:

Important – Read Carefully – Precondition To Advance Of Funds

Prohibition on the Purchase of Residential Property by Non-Canadians Act, S.C. 2022, c. 10, s. 235.

If the funds will be used to purchase residential property as defined by the Act, it is your responsibility to verify through the review of appropriate identification and other relevant documentation that the purchaser(s) are (a) not a non-Canadian as defined in that Act for purposes of section 4(1) of that Act, or (b) are otherwise exempt from the application of sub-section 4(1) as a result of sub-sections 4(2) to 4(5) of the Act.

Ascertain the identity of each Mortgagor, Guarantor and Signing Officer

In accordance with the requirements of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and Regulations, prior to disbursing funds, we require that you ascertain the identity of each mortgagor and guarantor as follows:

- 1. For individuals, we require that you examine Acceptable Identification, as defined in Appendix “A” (“Acceptable Forms of Identification”) from each mortgagor and guarantor, and that you complete Appendix “B” (Identification Verification Form) (“IVF”), on which you are required to record the full name, identification type, identification number, expiry date, jurisdiction and country of issue of identification for each mortgagor and guarantor. Do not send photocopies of identification documentation produced by individual mortgagors or guarantors.
- 2. For corporations or entities other than a corporation, we require that you:
 - a) Confirm the existence of the corporation, its name and address, and the names of its directors, by referring to its certificate of corporate status, and/or to a record that the corporation is required to file annually under the applicable securities legislation that ascertains its existence as a corporation; or confirm the existence of the entity by referring to its partnership agreement, articles of association or other similar record that ascertains its existence.

In either case, if the record is in paper form, the record or a copy of it, is to be sent to us with your final report. You may refer to an electronic record only if it is obtained from a source that is accessible to the public, and the particulars of the electronic record are to be recorded on the IVF in the manner set out therein; and

 - b) Ascertain the identity of each authorized signing officer who executes the mortgage, in the manner described in paragraph (1) above for individual mortgagors and guarantors. Where a corporation or other entity has more than three signing officers, you are not required to ascertain the identity of more than three of the signing officers who execute the mortgage.
- 3. For Trustees, estates, or where the mortgage is to be executed under power of attorney, we require that you immediately advise the Regional Mortgage Centre and no funds are to be disbursed until further written instructions are received from us.

Each mortgagor, guarantor and signing officer must be physically present when you ascertain his or her identity. If you are not able to ascertain the identity of each mortgagor and guarantor in the manner set out above, you must immediately advise the Regional Mortgage Centre and no funds are to be disbursed until further written instructions are received from us.

You are required to return the following as part of the Solicitor’s Final Report: (i) in all cases, the fully completed IVF, and (ii) if you relied upon paper document(s) to ascertain the identity of any mortgagor or guarantor which is a corporation or other entity, the original or a copy of the paper record(s). Do not send photocopies of identification documentation produced by individual mortgagors or guarantors.

Precondition to Disbursement of Funds

In addition to the foregoing, if the Mortgage Approval, or the Mortgage Commitment provides that you must fax the fully completed IVF to us before the disbursement date, you must do so no later than 1 day before the disbursement date. You may not disburse funds until we have received and approved the fully completed IVF.

Information on the Registered Security for your Simplii Financial Mortgage Loan – Standard Charge

A copy of this document must be delivered to each borrower before they enter into the mortgage. Please obtain this document (Form 12167) from the Simplii Financial Documents/Mortgage section of the cmidocs.com website. This information document is required pursuant to a commitment that CIBC and other financial institutions have made to the Ministry of Finance.

For all mortgages executed under power of attorney, for all transactions involving a private sale, for all new construction condominiums or strata units and for all mortgages secured by property on private leasehold land in Campbellton, New Brunswick, we require a lender’s title insurance policy issued by a title insurance company that has been approved by us and you must use Option 2. For all other transactions, you must choose Option 1, 2 or 3 as applicable.

Option 1 (Non-Title Insured Mortgages)

It is your responsibility to ensure that:

- 1. The mortgagor has a good and marketable title to the mortgaged lands and premises (the “Property”) described in our Mortgage Commitment Letter, and that the mortgage is registered in the proper Land Registry or Land Titles Office and is a valid first charge on the Property subject to only those matters approved by us prior to registration of the mortgage;
- 2. The mortgage is prepared on the form provided by or specified by us and the provisions thereof are in

accordance with the Mortgage Commitment Letter, or any subsequent modification letters;

3. If the mortgagor's interest in the Property is leasehold, you thoroughly review the lease to ensure that the lease is binding between the landlord and tenant, the lease is in good standing and will be charged as a first charge by our mortgage as instructed in our Mortgage Approval / Commitment Letter and that there are no unusual stipulations in the lease. Before funds are advanced, we require that consent to our mortgage be obtained from the landlord and a non-disturbance agreement also be obtained preventing the landlord from terminating the lease without first giving us adequate prior written notice and the right to remedy the default under the lease. You must ensure that the landlord is a government body or crown corporation/agency. For CMHC insured mortgages you must confirm the remaining term of the lease is at least 10 years more than the amortization period of the mortgage, and for all other mortgages you must confirm the remaining term of the lease is at least 5 years more than the amortization period of the mortgage. If the mortgagor's interest in the Property is leasehold and this is not indicated in our Mortgage Approval/Mortgage Commitment Letter or if the landlord is not a government body or crown corporation/agency, refer to us for approval giving details of the lease;
4. Discrepancies in the legal description, title defects, reservations and restrictions, encroachments, encumbrances and easements (other than routine easements for public utilities provided no part of the building is affected) are referred to us with your opinion as to its/their effect on the marketability of title. There are no executions or judgments affecting the Property;
5. The building(s) and any ancillary building(s) or structure(s) do not, with respect to their location or use, violate any registered restrictions, or statutes or regulations of any provincial or other competent authority;
6. Fire insurance with extended coverage as set forth on page 3 and other insurance that may be specified in our Mortgage Commitment Letter is/are in force. **DO NOT SUBMIT** a copy of the fire insurance policy to us;
7. All other security specified in the Mortgage Approval, such as chattel mortgage or assignment of rental under leases, is valid and binding, and has been registered or processed to give us, for our interest, all the protection necessary; and that all terms and conditions set out in the Mortgage Commitment Letter have been met and complied with;
8. If the Property is a condominium or strata unit, any parking spaces and storage lockers intended to be used in conjunction with the subject unit shall form part of our security;
9. If the mortgagor is a corporation, it is valid and subsisting, a certificate of status of the corporation is obtained, it is incorporated with full power and authority to hold, mortgage and otherwise deal with the Property and all necessary corporate action has been taken to authorize the borrowing of the principal sum with interest as stated in the mortgage and the giving of the mortgage security therefore;
10. If the Mortgage Approval requires a corporate guarantee, the corporate guarantor is duly incorporated and properly authorized to guarantee this mortgage;
11. If the Mortgage Approval requires a guarantee, an execution search is conducted against the guarantor(s) and reveals no outstanding writs of execution;
12. Our priority for all advances is maintained over any liens and that holdbacks from advances are made by you in such amounts and for such periods of time as may be required by the Construction Lien Act (or any other such legislation under a different name)
13. If there is a Family Law Act (or any other such legislation under a different name) in force in the province in which the Property is located, all requirements are complied with and that our interest is protected in every respect;
14. a) You take all steps that would be taken by a careful and prudent solicitor on behalf of a client, including, without limitation:
 - Advising us of any material fact known to you which might affect our decision to make the mortgage loan;
 - Advising us of any significant escalation in the value of the Property over a short period of time or if the vendor under the Agreement of Purchase and Sale was not the registered owner at the time the Agreement of Purchase and Sale was executed; and
 - Reviewing all the documentation, including the Mortgage Approval for this mortgage loan and the Statement of Disclosure (including the Fee Schedule), with all mortgagors and guarantors (if any) and ensuring that there are no discrepancies between the information contained in the documentation and the information contained in the Agreement of Purchase and Sale, including, but not limited to, the purchase price.b) You advise us immediately in the event that it comes to your attention that any credits towards the purchase price in favour of the Purchaser on a conveyancing transaction arise other than by way of payment of funds through your trust account and/or monies held in a licensed realtor's trust account. This duty to report includes, but is not limited to, deposits allegedly paid directly from Purchaser to Vendor and allowances or credits in favour of the Purchaser of an unusual nature. You are not required to report the normal adjustments relating to taxes, condominium fees, and the like.
15. You ensure that all mortgagors and guarantors execute all copies of the Disclosure Statement prior to execution of the mortgage documentation, and that each mortgagor receives one signed copy of the Disclosure Statement (including the Fee Schedule) along with all other applicable mortgage documents. Pursuant to the federal Electronic Documents Regulations, the subsequent disclosure statement may be provided to the borrowers and guarantors by personal delivery or by mail, but not by electronic means (such as fax). You will receive a subsequent disclosure statement if the cost of borrowing changes. This subsequent disclosure statement may be received after closing, and in any event must be provided to all mortgagors and guarantors upon receipt.

If the mortgage is insured, you will also receive a Mortgage Default Insurance Disclosure, either together with the Mortgage Disclosure Statement or separately. In accordance with the federal Mortgage Insurance Disclosure Regulations, we require that you provide this document to each borrower and guarantor before he or she enters into the mortgage agreement, effective January 1, 2011;
16. Any mortgagors and guarantors not receiving a direct benefit from the proceeds of this mortgage receive

independent legal advice;

17. In Ontario only, all mortgagors and guarantors (if any) execute the Acknowledgement/Direction and Guarantee (if the mortgage is registered electronically);
18. The mortgage security and all collateral documents are executed in your presence and all the parties who have executed same are who they purport to be;
19. If there is a vendor-take-back mortgage which has been previously agreed to by us, you have obtained a signed waiver of any equitable lien for unpaid purchase monies from the vendor and confirm that the vendor postpones any interest that he/she may have in the Property in favour of our first mortgage;
20. All borrowers and guarantors in an electronically registered mortgage understand the effect of this document and agree to be bound by such document to the same extent as if they had "signed" it and that all guarantors execute the "Acknowledgement / Direction and Guarantee";
21. All mortgagors and guarantors (if any) acknowledge receipt of a copy of (a) the mortgage and standard charge terms which govern the mortgage before signing the mortgage and have an opportunity to review them;
22. Where the Property is new construction and is not connected to local municipal services, a satisfactory copy of the septic tank certificate, together with any other certificates required by the appropriate governing body, are obtained and reviewed by you prior to funds being advanced, and are retained in your file for a period of 7 years (A septic tank certificate and any other certificates required by the appropriate governing body are required for existing construction only where you have knowledge that there may be problems with the septic system);
23. Where the Property is not connected to municipal services, the following certificates are obtained, reviewed by you prior to funds being advanced, and retained in your file for a period of 7 years:
 - A satisfactory certificate from the appropriate health authority indicating the well water is suitable for human consumption, and
 - A satisfactory well driller's certificate, confirming that the water flow is adequate, if the property is a new construction.

Retain a copy of these certificates in your file for a period of 7 years following closing. Advise Canadian Imperial Bank of Commerce immediately if there are any issues relative to the water potability or water flow;

A Well Certificate up to 3 months old is acceptable. Please be advised that Simplii Financial will not take any responsibility of reviewing and giving opinion on the Well Certificate;

24. If the mortgage is a refinance of an existing mortgage in favour of Canadian Imperial Bank of Commerce, the septic tank and well certificates indicated in paragraphs 22 and 23 above are not required unless a problem is expected;
25. You inquire from the applicants as to pending sale or further transfer of ownership of the Property. If you become aware of a pending sale or transfer of ownership on this Property, you must advise Canadian Imperial Bank of Commerce immediately and obtain further instruction before advancing any funds; and
26. If the Property is located in Alberta and home warranty insurance coverage is required by the New Home Buyer Protection Act, insurance coverage that complies with the requirements of the Act is in place on closing. You must include a copy of the insurance certificate with the Solicitor's Final Report.

Do not submit to us any sheriff's certificates, execution searches, Surveyor's Certificate, zoning memorandum, water quality certificates, status/strata certificates, home warranty certificates or title abstracts that you obtain. We rely entirely on you to ensure that they are in accordance with our Instructions to Solicitor.

Option 2 (Title Insured Mortgages) This Option must be used if the mortgage is signed under power of attorney or if the transaction involves a private sale or if the mortgage is secured by property on private leasehold land in Campbellton, New Brunswick.)

If you choose this option, then only items 1, 4, 5, 11 and 21 (a) of the above Option 1 will not apply. We will only accept title insurance issued by a title insurance company that has been approved by us prior to receiving the Solicitor's Interim Report / Requisition for Funds. In addition, it is your responsibility to provide us with the name of the previously approved title insurance company and the individual title insurance policy number in the Solicitor's Interim Report/Requisition for Funds. You should obtain and follow the instructions of the title insurance company in this regard.

For any matter not covered by the title insurance policy, it is your responsibility to advise us prior to disbursement of funds and obtain our instructions. Please either obtain a cheque from the mortgagor or retain funds from the advance to pay the premium and forward it to the title insurance company. Where there is more than one advance, you are responsible for obtaining any subsequent or additional endorsements from the title insurance company, for both Option 1 and 2, if applicable.

Option 3 (Western Law Societies' Conveyancing Protocol (the "Protocol") Option)

We accept the use of the Protocol for the types of property covered by the Protocol as of May 1, 2007. It is your responsibility to review the Protocol applicable to your province to determine whether or not it may be applied to this particular mortgage transaction. The applicable Protocol is available from your provincial Law Society. If the mortgage transaction is one to which the Protocol applies and you choose this option, then you may disburse the mortgage funds in accordance with the Protocol and the following shall apply:

1. All of the items of the above Option 1 apply, except for items 1, 4 and 5;
2. You are responsible to ensure that the mortgagor will obtain good and marketable title to the mortgaged lands and premises described in our Mortgage Approval (the "Property") and that the mortgage will be registered in the proper Land Registry or Land Titles Office and will be a valid first charge on the Property subject only to any intervening registrations between the day before the funds are disbursed to the date of registration of the mortgage

- and those matters approved by us prior to registration of the mortgage;
3. On the day prior to the date the mortgage funds are disbursed, you will ensure that there are no executions or judgments affecting the Property; and
 4. You will ensure that all known discrepancies in the legal description, title defects, reservations and restrictions, encroachments, encumbrances and easements (other than routine easements for public utilities provided no part of the building on the Property is affected) are referred to us with your opinion as to its/their marketability of title and you undertake to notify us immediately upon receiving any information alleging any discrepancy of title defect or any encumbrance loss of priority of the mortgage. By issuing a Protocol opinion for the mortgage transaction, you represent that:
 - a) This mortgage transaction is a transaction to which the Western Law Societies' Conveyancing Protocol applies.
 - b) You have complied with the Protocol in the conduct of this mortgage transaction, and have acted in accordance with our Instructions to Solicitor (which are incorporated herein) with respect to the mortgage subject to any qualifications noted in your opinion which have been accepted by us;
 - c) You maintain minimum insurance coverage at least equal to the face amount of the mortgage;
 - d) You acknowledge and agree that if there is:
 - i) An intervening registered interest in the Property, or an unregistered interest in the Property of which you are aware which takes priority over the mortgage contrary to these instructions; or
 - ii) A survey problem or title defect which would have been disclosed by an appropriate Plan of Survey or Surveyor's Certificate/Real Property Report prepared prior to the disbursement of mortgage funds, then you will be responsible to us for any actual losses (including the cost of repairs) that we suffer as a result.

For each of Option 1, Option 2 and Option 3

Do not submit to us any sheriff's certificates, execution searches, Surveyor's Certificate, zoning memorandum, water quality certificates, status/strata certificates, home warranty certificates, title abstracts that you obtain. We rely entirely on you to ensure that they are in accordance with our Instructions to Solicitor.

Expiry Dates

No first advance may be made after the expiry date set out in our Mortgage Commitment Letter or modification letter unless you have confirmation of an extension given by us.

Disbursements of Funds and Document Preparation

When ready to disburse the mortgage funds, please proceed as follows:

1. Prepare our Solicitor's Interim Report/Requisition for Funds form and **FAX** it to us 72 hours prior to the date funds are required (to the fax number provided with the advance statement sent to you within seven days of closing);

Precondition to disbursement of Funds

In addition, if the Mortgage Approval document or the Mortgage Commitment requires you to fax the fully completed IVF to us before the disbursement date, please fax it to us along with the Requisition for Funds. If these documents are not received 24 hours prior to the date funds are required, there could be a delay in disbursement.

If **Option 2** is chosen, contact the title insurance company at least seven business days before funds are required. The title insurance company will advise as to the information and documentation required. You must indicate the name of the title insurance company and the individual title insurance policy number on the Interim Report/Requisition for Funds form;

2. Interest will accrue on mortgage funds from the date of the advance. If the proceeds cannot be disbursed within three business days of the scheduled advance date, please send a certified trust cheque made payable to Canadian Imperial Bank of Commerce by courier, to our offices or your firm will be responsible for all interest and costs accrued from date of the scheduled advance. Accrued interest calculated to the interest adjustment date will be deducted from the mortgagor(s) bank account after funding. The accrued interest for mortgages on which progress advances are made will be deducted from the second and subsequent advances;
3. If the property is to be registered under a provincial New Home Warranty Plan, the New Home Warranty Plan enrolment numbers for the builder and the housing unit must be obtained prior to the first advance, and a completed copy of the Certificate of Completion and Possession must be obtained prior to the final advance and retained by you. If the property is in Alberta, see paragraph 26 of Option 1 above;
4. For construction advances, you must make a subsearch before each progress advance or completion payment is made to the mortgagor. If subsequent encumbrances of any kind are disclosed, all mortgage advances should be withheld and the facts reported to us. Amounts required to be held back by you are not withheld from the advances provided to you by us; and
5. If the mortgagors have selected a mortgage with a cash back offer, the cash back amount will be added to the net advance.

Interest Adjustment and Date of Payments

The interest adjustment date to be used is as shown on the Disclosure Statement and any change must be approved by us. The mortgage must be drawn using the payment dates in accordance with the monthly or flexi terms, as applicable, reflected in the Disclosure Statement. The payment amount must represent the blended principal and interest component only. Please note that mortgages drawn as monthly are to use all dates as of the first of the month, and mortgages drawn on flexi terms are to use the dates provided in either the Disclosure Statement or

subsequent modification letters.

Surveys

A Plan of Survey or Surveyor's Certificate/Real Property Report of the Property signed by a qualified surveyor, which represents the Property (including all buildings and structures) in its current state must be provided with your Solicitor's Final Report and Certificate of Title. If any changes have been made to the Property since the date of the survey, a Declaration of Possession must be given to the effect that any changes or additions since the date of the survey comply with municipal by-laws.

The survey must indicate:

1. The legal description (being the lot and plan numbers or concession number if applicable), measurements and boundaries of the Property and any discrepancies between the legal description of the Property and the property described by the Plan of Survey;
2. All buildings, structures or the foundations of the buildings under construction and their respective dimensions and distances from the boundaries of the lands;
3. Any encroachments on or from adjacent lands and the location of all easements; and
4. The municipal address of the Property, if there is an existing building.

Please be advised that Simplii Financial will not take any responsibility of reviewing and giving opinion on the Surveyor's Certificate.

A plan/survey is not required if the property is a single condominium/strata unit.

Do not submit an original plan of survey or surveyor's certificate/real property report, as it will not be returned. Please ensure that the mortgagors are fully aware of the importance of retaining the original survey.

Title Insurance Option: If a Plan of Survey or Surveyor's Certificate / Real Property Report as described above (or in Manitoba, a Building Location Certificate and Zoning Memorandum) is not available, we will accept title insurance issued by a title insurance company approved by us in advance. Please refer to Option 2 (Title Insured Mortgages) for further details.

Protocol Option: If a Plan of Survey or Surveyor's Certificate/Real Property Report (or, in Manitoba, a Building Location Certificate and Zoning Memorandum) is not available, then in lieu of such survey or report, we will rely on your opinion issued in accordance with the Protocol. Please refer to Option 3 (Protocol Option) above for further details.

Condominium Units

If the Property is a condominium or strata unit, you must retain an estoppel certificate, status certificate or, in B.C. a Section 36 A Certificate, in the form as required by the applicable Condominium Legislation.

The certificate must indicate that:

1. All common expenses are paid to the date of advance;
2. There are no special assessments or pending increases in common expenses on the unit;
3. The condominium corporation is not a party to any legal action/ or we have been advised of such action and accepted it;
4. The condominium corporation has reasonable reserve funds;
5. There are no pending major repairs to the condominium; and
6. Insurance coverage is in place and protects us against loss.

Taxes

The amount of the tax component (if any) is not to be included in the mortgage payment set out in the mortgage document. All tax bills issued and unpaid at the interest adjustment date are to be paid in full.

Fire and Hazard Insurance

You must verify that fire insurance and extended coverage for not less than the guaranteed replacement value, unless otherwise specified, is in force and that the mortgage clause of the Insurance Bureau of Canada is included in the policy, and arrange for loss to be payable to Canadian Imperial Bank of Commerce, as first mortgagee. We cannot accept a mortgage clause, or amendments to the mortgage clause, that would effectively extend less coverage to us than that provided by the standard mortgage clause of the Insurance Bureau of Canada. Unless specified under "Special Instructions", please advise the insurance company that we DO NOT require a copy of the policy or renewals. For rental or income producing property, we require "loss of rental income" to be included in the insurance coverage.

Any loss payable to Simplii Financial should be sent to the following address:

Canadian Imperial Bank of Commerce, National Servicing Centre
PO Box 115, Commerce Court Postal Station, Toronto, ON M5L 1E5

Reporting on Title

1. At the time of first advance, we require a faxed copy of the signed Solicitor's Interim Report/Requisition for Funds form 72 hours prior to closing.
2. If there is no impediment to making a second or subsequent advance, it is not necessary to provide another Solicitor's Interim Report/Requisition for Funds.
3. Within thirty days after the loan has been disbursed in full, or if you have chosen Option 3, within thirty days after registration of the mortgage is complete, the Solicitor's Final Report and Certificate of Title should be completed and together with all the documentation required to complete the mortgage transaction should be forwarded to our

office at the address given on Page 1

4. If the final documentation will be delayed you should advise us in writing of the anticipated date of our receipt of that documentation.
5. If you have chosen Option 2 (Title Insured Mortgages), then you must provide us with the name of the Title Insurance Company and the individual title insurance policy number on the Solicitor's Interim Report/Requisition for Funds Form.

Costs

All costs with respect to this mortgage loan, unless otherwise specified in our Mortgage Commitment Letter, will be borne by the mortgagor(s).

Prior to disbursement of funds, we require you to ascertain the identity of each mortgagor, guarantor and, where applicable, signing officer. Each mortgagor, guarantor and where applicable, signing officer must present to you for examination one piece of Identification from the table below.

(“Acceptable Identification”). Identification must have the person’s name and photo. All identification must be original, valid, legible and not substantially damaged. Each mortgagor, guarantor and signing officer is required to be physically present when you ascertain his or her identity. The expiry date must be recorded for all documents except Certificate of Canadian Citizenship and Certificate of Naturalization.

If a mortgagor, guarantor or signing officer does not have any Acceptable Identification, please complete Section 2 of the IVF Form at Appendix B and send it to us immediately for review.

Acceptable Identification
<ul style="list-style-type: none">Canadian PassportCertificate of Canadian Citizenship or Certificate of Naturalization with photo (laminated card only)Certificate of Indian Status issued by Government of CanadaCorrectional Service Canada identification card with the individual’s name and photoDriver’s license issued in Canada, as permitted to be used for identification purposes under provincial law<ul style="list-style-type: none">If a driver's license is presented, record the jurisdiction (province, territory or state) and country in which the license was issued.In Quebec only, a driver's license can be used only if an individual volunteers it when asked for identification.In British Columbia (BC) the following types of BC Services Card can be used as ID:<ul style="list-style-type: none">BC Service CardBC Driver's Licence & Services CardDocument or card, with the individual's photo and signature, issued by any of the following authorities or their successors:<ul style="list-style-type: none">Alberta registriesDepartment of Government Services and Lands of the province of Newfoundland and LabradorDepartment of Service, Nova Scotia and Municipal RelationsDepartment of Transportation and Public Works of the province of Prince Edward IslandDepartment of Transportation of the Northwest TerritoriesInsurance Corporation of British ColumbiaSaskatchewan Government InsuranceService New BrunswickDepartment of Community Government and Transportation of the Territory of NunavutOntario Photo Card issued by the government of OntarioManitoba Identification Card (MPIC) issued by the Manitoba Public Insurance CorporationNEXUS or CANPASS Air membership card issued by Canada Border Services Agency or United States Customs and Border ProtectionGovernment of Canada employee identity card with the individual's name and photoLiquor Control Board Age of Majority (BYID) cardProvincial or federal police force identificationPermanent Resident (PR) CardProvincial health card for Quebec and British Columbia only, as permitted to be used for identification purposes under provincial law.<ul style="list-style-type: none">In Quebec, can only be used if the individual volunteers it when asked for identification.Canadian Firearms LicenseCanadian Forces Identification cardUnited Kingdom passportUnited States passportUnited States Permanent Resident Card (Green Card)United Kingdom driver’s licenseUnited States driver’s licenseUnited States Certificate of CitizenshipUnited States Certificate of NaturalizationYukon General ID

Mortgage No.	Property Address

Prior to disbursing funds, we require that you ascertain the identity of each mortgagor and guarantor in accordance with our Instructions to Solicitor and send this fully completed and signed IVF to us. Each Mortgagor, Guarantor and Signing Officer is required to be physically present at the time you ascertain his or her identity. If required by the Mortgage Approval, or Mortgage Commitment funds may not be disbursed until we have received and approved the IVF.

1. For individuals, you must record in (1) below the following information for each mortgagor, guarantor and, where applicable, signing officer:

✓ Full Name

✓ Particulars of the Acceptable Identification (as defined on Appendix A – Acceptable Forms of Identification) produced to you by the individual
2. For corporations and other entities, you must record in (2) below the corporation's or entity's registration number, the type of record referred to and, where applicable, the source of the electronic record.

(1) Individuals and corporate/other entity signing officers. Particulars of identification produced by each mortgagor, guarantor and, where applicable, signing officer:

	Mortgagor /Guarantor/Signing Officer Full Name		
	Identification Viewed from Acceptable Forms of Identification		
	Type	Number	Expiry Date (mmm/dd/yyyy)
	Jurisdiction (Province/Territory/State)		Country of Issue

	Mortgagor /Guarantor/Signing Officer Full Name		
	Identification Viewed from Acceptable Forms of Identification		
	Type	Number	Expiry Date (mmm/dd/yyyy)
	Jurisdiction (Province/Territory/State)		Country of Issue

	Mortgagor /Guarantor/Signing Officer Full Name		
	Identification Viewed from Acceptable Forms of Identification		
	Type	Number	Expiry Date (mmm/dd/yyyy)
	Jurisdiction (Province/Territory/State)		Country of Issue

- (2) Corporations and other entities. Particulars of information ascertained for each mortgagor and guarantor which is a corporation or other entity:

	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)		
	Description of the client’s primary products and services (the Nature of the Business)		

	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)		
	Description of the client's primary products and services (the Nature of the Business)		

(3) If a mortgagor, guarantor or signing officer does not have Acceptable Identification: Record below the details of two other identity documents, one of the IDs should be original government-issued identification document:

	Mortgagor/Guarantor/Signing Officer Full Name		Date of Birth
	Identification 1		
	Type	Number	Country of Issue
	Jurisdiction (Province/Territory/State)	Expiry Date (mmm/dd/yyyy)	
	Identification 2		
	Type	Number	Country of Issue
	Jurisdiction (Province/Territory/State)	Expiry Date (mmm/dd/yyyy)	

I have complied with your instructions set out above and in the section of the Instructions to Solicitor entitled “Ascertaining the identity of each Mortgagor, Guarantor and Signing Officer”.

		X	
Date (mmm/dd/yyyy)	Name of Solicitor/Notary		
			Signature of Solicitor/Notary (sign within box)

Return this completed form as part of the Solicitor's Final Report