

**Manulife One / Manulife Bank Select Account
SOLICITOR'S INTERIM REPORT ON
TITLE AND REQUEST FOR FUNDS
TO MANULIFE BANK OF CANADA
("MANULIFE BANK")**

Manulife One / Manulife Bank Select Account No.: _____

Account Activation (Closing) Date: _____

Manulife One / Manulife Bank Select Account Holder(s): _____ (the "**Mortgagor(s)**")

Civic Address and Postal Code of Mortgaged Property: _____

Brief Legal Description of Mortgaged Property: _____

_____ (the "**Mortgaged Property**")

Principal Amount of the Mortgage: \$ _____ (the "**Mortgage**")

1. SOLICITOR CERTIFICATION, CONFIRMATIONS, AND UNDERTAKINGS

In accordance with Manulife Bank's Standard Letter of Instructions to Solicitors dated the ____ day of _____, 20 ____
(the "**Solicitor's Instructions**"):

- a) We CONFIRM having reviewed all "Conditions of Appointment" in the Solicitor's Instructions and ACKNOWLEDGE our understanding that a timely advance of funds by Manulife Bank to our office will be incumbent upon our compliance with the Solicitor's Instructions.
- b) We UNDERTAKE to have the Mortgage executed by the Mortgagor(s) in favour of Manulife Bank, prior to disbursing any funds advanced by Manulife Bank to our office.
- c) We CERTIFY that when the advance of funds by Manulife Bank to our office is made, all applicable requirements of the Solicitor's Instructions will have been met.
- d) We UNDERTAKE to provide the duplicate / registered copy of the Mortgage and/or certified copy of title confirming that:
 - (i) the Mortgage was registered at the applicable Land Registry or Land Titles Office; and
 - (ii) constitutes a FIRST-RANKING charge (unless another rank has been specifically confirmed in writing by Manulife Bank) against the Mortgaged Property no later than 30 days after disbursement, or account activation date, should there be no disbursement of funds.
- e) We UNDERTAKE to provide your Solicitor's Final Report on Title **no later than 30 days** after disbursement, or account activation date, should there be no disbursement of funds.

2. FIRE/HAZARD INSURANCE

Prior to disbursing any funds advanced by Manulife Bank, we confirm that a certificate of insurance for the Mortgaged Property will have been placed, responsive to the following: fire/hazard insurance with a Broad Form or Comprehensive Form package of not less than 100% of the full replacement cost of the building(s), with "Manulife Bank of Canada at 500 King Street North, Waterloo, ON N2J 4C6" listed as first loss payee and mortgagee, including the standard mortgage clause approved by the Insurance Bureau of Canada.

3. CONDOMINIUM UNITS

If the Mortgaged Property is a condominium unit(s), in accordance with the Solicitor's Instructions and good local practice, we hereby confirm having (i) attended to the review of such condominium documents and (ii) made such inquiries as we have deemed necessary or desirable, so as to ensure that in our Solicitor's Final Report on Title the required opinions in favour of Manulife Bank can be provided.

4. INTERIM REPORT ON TITLE

We hereby confirm that: (i) the Mortgagor(s) is entitled to be the registered and beneficial owner of the Mortgaged Property; (ii) on Closing, the Mortgagor(s) will have good and marketable title to the Mortgaged Property, with the Mortgage (as registered against the Mortgaged Property) constituting a valid _____ -ranking (in accordance with Manulife Bank's prior, written instructions) mortgage, in favour of Manulife Bank; and (iii) on Closing, save for the Mortgage, the Mortgaged Property will otherwise be free and clear of all registered encumbrances, judgements, liens and other charges and there are no rights or other claims will have priority over the Mortgage, otherwise affecting its validity, or the marketability of the Mortgaged Property, **excepting:**

We confirm that relative to the foregoing: (i) Manulife Bank has been advised of same, prior to our issuance of this Solicitor's Interim Report on Title and Request for Funds; (ii) same was deemed acceptable to Manulife Bank, as confirmed in writing; and, (iii) same are neither detrimental to Manulife Bank's security, nor to the marketability of the Mortgaged Property.

5. REQUEST FOR FUNDS

In accordance with each of (i) the Solicitor's Instructions and (ii) the certification, confirmations, and undertakings provided for herein, we hereby request funds from Manulife Bank for the purpose of completing the loan transaction(s) contemplated by the Manulife One Account Operating Agreement or Manulife Bank Select Account Operating Agreement, as applicable.

6. ENCLOSURES

We **enclose** the following for your records:

- a) Direction to Pay (draft unsigned copy is acceptable); and
- b) Copy of trust account void cheque (funds will be deposited to this account).

****ALL OTHER DOCUMENTS SPECIFIED IN THE SOLICITOR'S INSTRUCTIONS REQUIRED AT LEAST 2 BUSINESS DAYS PRIOR TO CLOSING.****

The undersigned confirms that this Solicitor's Final Report on Title may be relied upon by Manulife Bank and its successors and assigns.

Law Firm: _____

Address: _____

Telephone Number: _____

Signature of Solicitor

Date