

Please read the instructions carefully as changes have been made throughout the document. In particular:

- Option A – number 3 has been revised to reflect new requirements for leasehold property.
- Option B – is now required for certain leasehold mortgages or if the mortgage is signed under power of attorney or if the transaction involves a private sale.
- Appendix A – has been revised to reflect new requirements for identification.
- Paragraph 15 under “Responsibility of Solicitor: Option A” has been amended to require that all mortgagors and guarantors be provided with an Information Box specific to their mortgage product, at the beginning of their Statement of Disclosure.



Instructions to Solicitor Re: First Mortgage

PLEASE ACT ON OUR BEHALF WITH RESPECT TO THE ENCLOSED MORTGAGE

NOTICE OF CONSENT

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

We also 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 from us or the mortgagor in connection with the matter 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 transaction.

Please direct all enquiries and correspondence (with the exception of your Solicitor's Final Report and Certificate of Title and supporting documentation) to the **appropriate Regional Mortgage Centre of CIBC Mortgages Inc. at the address shown below**. This shall be the address for service on all mortgage documentation. **NO OTHER ADDRESS SHOULD BE USED UNLESS AUTHORIZED BY US.**

CIBC Mortgages Inc., Regional Mortgage Centre addresses:

Western Canada
(including Prairie Provinces)
400 Burrard Street
5th Floor
Vancouver, B.C.
V6C 3A6
FAX 1-888-880-4333
Phone 1-888-353-8055

Ontario and Atlantic Provinces
P.O. Box 115
Commerce Court Postal Station
Toronto, Ontario
M5L 1E5
FAX 1-888-371-6624
Phone 1-888-780-9944

Alterations, deletions or additions to the mortgage forms require our prior consent unless contained in the terms and conditions of our Mortgage Approval or Special Instructions.

Unless the Mortgage Approval 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 mortgage 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 Regional Mortgage Centre, 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 it may have in the property in favour of our mortgage.

PLEASE NOTE THAT 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 to Solicitor. In the event the documents are not prepared in accordance with these instructions and we suffer a loss as a result, we will seek to recover any loss from you.

PLEASE NOTE THAT OUR MORTGAGE DOCUMENTS ARE AVAILABLE ON OUR WEB PAGE AT: “www.cmidocs.com”.

Responsibility of Solicitor:

Ascertain the identity of each Mortgagor and Guarantor

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 and place of issue of identification for each mortgagor and guarantor.
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 advance of Funds

In addition to the foregoing, if the Mortgage Approval document 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. We will not advance funds until we have received the fully completed IVF.

Disbursement of Funds

When ready to disburse the mortgage funds, please read Options A, B and C on the following pages and proceed as follows:

1. Prepare our Solicitor's Interim Report/Requisition for Funds form and **FAX** it to us between **two to five business days** prior to the date funds are required. If the Requisition is not received 24 hours prior to the date funds are required there could be a delay in disbursement.

Precondition to advance of Funds

In addition, if the Mortgage Approval document 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 B** is chosen, contact the title insurance company at least seven business days before funds are required. This company will advise you as to the information and documentation required. You must indicate the name of the title insurance company and the individual Title Insurance Certificate Number on the Solicitor's Interim Report/Requisition for Funds Form No.1053.
2. Interest shall accrue on the mortgage funds advanced from the date of the advance. **If the proceeds cannot be disbursed within three business days of the scheduled advance date, return the cheque or funds to us.** If the funds are returned after three business days following the scheduled advance date, you will be responsible for any costs incurred and any accrued interest may be charged to your law firm. Accrued interest, calculated to the interest adjustment date, will be debited from the customer's bank account. The accrued interest for mortgages on which progress advances are made will be either debited via Electronic Fund Transfer (EFT) from the customer's account on the first day of each month or, deducted from the second and subsequent advances, or invoiced monthly to the mortgagor where more than thirty days elapse between advances. You should refer to the Mortgage Approval for any specific instructions concerning the collection of interest which may apply and, where invoices are indicated, request prompt payment for CIBC Mortgages Inc.
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. **DO NOT SUBMIT** these Certificates to us as we rely on your certification.
4. For construction or mortgages where there is more than one advance, 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.** In the event the funds have to be returned to us for any reason they must be received by our office no later than three business days after the date they were originally received by your office. If the funds are returned after three business days following the date they were received by your office, you will be responsible for any costs incurred and any accrued interest may be charged to your law firm.
5. For builders' mortgages, the final advance is not to be made until our Agreement to Assume has been executed by the purchaser or a new mortgage in the name of the purchaser is registered.
6. If Cash Back funds have been deposited to your solicitor's trust account these funds must be applied toward the customer's down payment on the purchase of the property to be mortgaged. **If the mortgage proceeds cannot be disbursed within 3 business days of the scheduled advance date you must return the Cash Back funds to us** along with the mortgage funds as set out above.

Expiry Dates

No first advance may be made after the expiry date recorded in our Mortgage Approval unless you have confirmation of an extension given by us.

Reporting on Title

1. At the time of first advance, we require the signed Solicitor's Interim Report/Requisition for Funds Form 1053. If this is a Mortgage Approval for a number of builder's loans and if the matters covered in our Solicitor's Interim Report/Requisition for Funds form may apply uniformly to a number of properties, you may complete one Solicitor's Interim Report/Requisition for Funds form to which should be attached a schedule showing our reference numbers and the information required by us with headings on the form relative to each loan.
2. If there is no impediment to making a second or subsequent advance, it is not necessary to provide a 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 C, within 30 days after registration of the mortgage is complete, a Solicitor's Final Report and Certificate of Title on our Form 1006 should be completed and forwarded to the Head Office of CIBC Mortgages Inc. at the address set out below.** Where the mortgage is registered by way of electronic registration, you are required to retain an original copy of the "Acknowledgement/Direction and Guarantee" in your files. If the final documentation will be delayed, you should advise us in writing of the anticipated date of our receipt of that documentation:

**CIBC Mortgages Inc., National Servicing Centre
P.O. Box 115, Commerce Court, Postal Station, TORONTO ON M5L 1E5**

For all mortgages executed under power of attorney, for all transactions involving a private sale 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 B. For all other transactions, you must choose either Option A, Option B or Option C as applicable.

Option A

It is your responsibility to ensure that:

1. the mortgagor has good and marketable title to the mortgaged lands and premises described in our Mortgage Approval (the "Property") 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 Approval and the appropriate Schedule of Additional Provisions is completed (if applicable) and forms part of the mortgage document to be registered;
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 on the Property 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 the reverse and other insurance that may be specified in our Mortgage Approval is 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 Approval have been met and complied with;
8. if the Property is a condominium or strata unit, you must obtain an estoppel certificate, or in BC a Section 36 A Certificate, in the form as required by the applicable condominium legislation. Any parking spaces and storage lockers intended to be used in conjunction with the subject unit shall form part of our security;

The certificate must indicate:

- All common expenses are paid to the date of advance;
- There are no special assessments levied and unpaid, or pending increases in common expenses on the unit;
- The condominium or strata corporation is not a party to any legal action;
- There are no pending major repairs to the condominium or strata;
- Insurance coverage is in place and protects us against loss.

Funds will not be advanced until the condominium or strata is registered. Please note that the estoppel certificate or Section 36 A Certificate in BC should not be forwarded to CMI as we rely entirely on you to ensure they are in accordance with our Instructions to Solicitor;

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;
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 similar legislation under a different name);
13. if there is a Family Law Act (or any similar legislation under a different name) in force in the province in which the Property is located, all requirements are complied with and our interest is protected in every respect;
14. **A:** you are to 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 Fee Schedule with the 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 will 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 will ensure that **the mortgagors, and guarantors, if applicable, execute all copies of the Disclosure Statement prior to execution of the mortgage documentation and that each mortgagor receives one signed copy along with all other applicable mortgage documents. One signed copy of the Disclosure Statement and all other applicable mortgage documents must be returned to us with your final Report on Title.**

You will receive a subsequent disclosure statement if the cost of borrowing changes. This subsequent disclosure statement shall be sent with the registered document package to the customer(s), or separately, if the registered documents have already been sent. For progress advances, the Disclosure Statement will be mailed directly to the mortgagors by CIBC Mortgages Inc.;

Recent amendments to the Cost of Borrowing Regulations require that the Statement of Disclosure include an Information Box. We require that you provide each mortgagor and guarantor with an Information Box appropriate to their mortgage product, at the beginning of their Statement of Disclosure. Refer to Appendix 'C' (Instructions for Information Box) to determine which version of the Information Box is to be provided.

16. any borrowers and/or guarantors NOT receiving a direct benefit from the proceeds of this mortgage receive independent legal advice;
17. any borrowers and/or guarantors execute the Acknowledgement/Direction and Guarantee (if the mortgage is registered electronically);

18. any borrowers and/or guarantors to 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" these documents and that guarantor executes the "Acknowledgement/ Direction and Guarantee";
19. all borrowers and guarantors (if any) acknowledge receipt of a copy of (a) the Mortgage and/or Standard Charge Terms which govern the mortgage, and (b) the Fee Schedule, before signing the mortgage, and have an opportunity to review them;
20. 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 retained in your files 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);
21. where the Property is not connected to municipal services, certificates as follows are obtained, reviewed and retained by you prior to funds being advanced:
 - 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 files for a period of 7 years following closing. Advise CIBC Mortgages Inc. immediately if there are any issues relative to the water potability or water flow;
22. if the mortgage is a CIBC Mortgages Inc. refinance, the septic tank and well certificates as indicated in # 20 & 21 above are not required unless a problem is expected;
23. inquiries must be made of the applicants by the solicitor as to any pending sale(s) or further transfer (s) of ownership of the Property. If the solicitor becomes aware of a pending sale or other transfer of ownership of this Property, the solicitor is to advise CIBC Mortgages Inc. immediately and obtain further instruction before advancing any funds; and
24. if this is a CIBC Better Than Posted Mortgage, there are two different interest rates (Promotional and Ongoing), please ensure that the registered security documentation indicates the "Registered Rate" (which is based on the Ongoing Rate) and the "Registered Payment Amount" (which is also based on the Ongoing Rate), indicated on the Mortgage Approval.
25. If this mortgage is a variable rate open mortgage and the Mortgage Approval contains the provision entitled "Interest Rate Buy Down Coupon for Open Variable Rate Mortgages", you must ensure that the mortgage includes the provision required by the Mortgage Approval. To assist you in completing the mortgage form, we refer you to the Document Completion Instructions. For mortgages registered in Atlantic Canada, please refer to the Variable Rate Mortgage form.

Option B (Title Insurance Option - 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 19(a) of the above Option A will not apply. We will only accept title insurance issued by a title insurance company that has been approved by us prior to your request 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 Certificate Number at the time of your request 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 instructions from us. You must ensure that the mortgagor pays the required premium or you must pay the required premium 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 (if applicable).

NOTE: A Plan of Survey is not required if the loan to value ratio is less than 50% and the Property is in an urban centre, and the residential dwelling is at least one year old. If the Property is a strata unit and a policy of title insurance is to be obtained with respect to same, ensure that the Title Insurance Number is included on the Requisition for Funds.

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

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 A 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.
5. 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 A, Option B and Option C

DO NOT SUBMIT to us any sheriff's certificates, zoning memorandum in the Province of Manitoba, and title abstracts that you obtain. We rely entirely on you to ensure that they are in accordance with our Instructions to Solicitor.

Interest Adjustment and Date of Payments

The date of adjustment to be used is as shown on the Mortgage Approval and any change to such date 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 Mortgage Approval. The payment amount must represent the blended principal and interest component only.

Surveys

A Plan of Survey or Surveyor's Certificate/Real Property Report of the Property signed by a qualified surveyor, which sets out the Property (including all buildings and structures) in its current state must be obtained. 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 number 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.

DO NOT SUBMIT a Plan of Survey or Surveyor's Certificate/Real Property Report to us. However, retain a copy in your files for a period of 7 years. Please ensure that the mortgagor is 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 B (Title Insurance Option) 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 C (Protocol Option) above for further details.

Taxes

The amount of the tax component (if any) is not to be included in the mortgage payment recited 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 full 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 CIBC Mortgages Inc. 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.

Any loss payable to CIBC Mortgages Inc., should be sent to the following address:

**CIBC Mortgages Inc., National Servicing Centre
P.O. Box 115, Commerce Court, Postal Station, TORONTO ON M5L 1E5**



CIBC Mortgages Inc. Schedule of Non-Interest Charges

Discharge Fee

Alberta and Quebec	No Charge
British Columbia	\$75.00
All Other Provinces	\$225.00

Natural Discharge Fee¹

Alberta and Quebec	No Charge
British Columbia	\$75.00
All Other Provinces	\$95.00

Assignment Fee

Quebec	No Charge
P.E.I and Nova Scotia	\$25.00
Newfoundland and Labrador	\$50.00
British Columbia	\$75.00
All Other Provinces	\$225.00

Dishonoured cheque/PAC debit fee \$25.00

Assumption Fee or Transfer of Title \$150.00

Cancellation Fee upon sale of the subject property prior to full advance of construction mortgage. This cancellation fee will be charged in addition to any prepayment charge.

Newfoundland and Labrador	No Charge
All Other Provinces	\$3,500.00 or ½ of 1% of the approved mortgage amount, whichever is greater

Processing Fee for each additional advance after the 4th advance \$100.00

Fees will be charged for providing other administrative or clerical services at borrower's request, including but not limited to:

Providing copies of documents from the borrower's file per item (e.g. copy of registered charge document (Deed of Hypothecary Loan in Quebec), survey/survey certificate/real property report, electronic registration letter, annual statement², release of fire insurance, etc.) \$30.00 + GST/HST

Fee for providing duplicate documents (e.g. discharge, assignment, etc.) \$100.00

Fee for offsite file retrieval Rush or Regular \$60.00

Hourly fee for detailed breakdown of Payment History or Tax Account \$30.00 + GST/HST

Hourly fee for audit verification (any 12 month period) \$30.00 + GST/HST

Fees for other special requests by the borrower for similar services of an administrative or clerical nature will be charged at CIBC's fee in effect at the time the service is provided.

This fee schedule is effective as of July 1, 2006. These charges are subject to change at any time without notice.

¹Natural Discharge refers to any mortgage where the principal balance is \$1,000 or less at the time of payout.

²Duplicate Annual Statement fee applies to requests for statements older than 2 years, and to non-calendar year requests (e.g. July to June).



Appendix 'A' Acceptable Forms of Identification

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:

1. Two pieces of Identification from PART "A", provided that at least one of them bears the person's photo, and at least one of them bears the person's signature, **or**
2. One piece of Identification from PART "A" **and** one piece of Identification from PART "B"; provided that the piece from Part "A" bears the person's photo, and at least one of them bears the person's signature.

("Acceptable Identification"). No other form of identification is acceptable. 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.

PART "A"	PART "B"
<ul style="list-style-type: none"> • Birth certificate issued in Canada • Canadian Passport • Certificate of Canadian Citizenship or Certificate of Naturalization (<i>paper document or laminated card, but not a commemorative issue</i>) • Certificate of Indian Status issued by Government of Canada • Correctional Service Canada identification card with the individual's name and photo • Driver'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 province or territory 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. • Document 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 registries • Department of Government Services and Lands of the province of Newfoundland and Labrador • Department of Service, Nova Scotia and Municipal Relations • Department of Transportation and Public Works of the province of Prince Edward Island • Department of Transportation of the Northwest Territories • Insurance Corporation of British Columbia • Saskatchewan Government Insurance • Service New Brunswick. • Department of Community Government and Transportation of the Territory of Nunavut • Government of Canada employee identity card with the individual's name and photo • Canadian Forces Identification card • Canadian Firearms License • Liquor Control Board Age of Majority (BYID) card • Municipal, provincial or federal police force identification • Permanent Resident (PR) Card or Citizenship and Immigration Canada Form IMM 1000, IMM 1442 or IMM 5292 • Provincial health card, as permitted to be used for identification purposes under provincial law. This identification: <ul style="list-style-type: none"> • isn't valid for Ontario, Manitoba or Prince Edward Island • In Quebec, can only be used if the individual volunteers it when asked for identification. • Old Age Security (OAS) identification card issued by the Government of Canada before January 2008 that has both a social insurance number (SIN) and a signature. <p>Note: OAS cards issued after January 2008 don't have a SIN or signature and can't be used as acceptable identification.</p> • In Quebec, this card can only be used if the individual volunteers it when asked for identification. • Social Insurance Number (SIN) card issued by the Government of Canada • United Kingdom passport • United States passport • United States Permanent Resident Card (Green Card) 	<ul style="list-style-type: none"> • CIBC personal Convenience Card • Convenience Card issued by another well-known and reputable Canadian financial institution, with the individual's name embossed on the card and their signature • CIBC non-personal Convenience Cards that are embossed with the person's name • Canadian National Institute for the Blind (CNIB) card with the individual's photograph and signature • Certificate of Registration of Birth Abroad • Certificate of Retention of Canadian Citizenship • Credit card issued by a well-known and reputable retail store in the individual's name or showing his/her name embossed on the card with the individual's signature • Employee identity card, issued by an employer that is well known to the community • Foreign passport (excluding United Kingdom and United States passports) • Major credit card (e.g., VISA, Mastercard, American Express) issued by a well-known and reputable Canadian financial institution, including CIBC, with the individual's name embossed on the card and their signature • Provincial hunting/fishing license (Outdoor card) • Senior citizen's privilege card issued by a well-known and reputable retail store, with the individual's name • United Kingdom driver's license • United State's driver's license • Veterans Affairs Canada Health Card



Appendix 'B' Identification Verification Form ("IVF")

Mortgage No.	Property Address
<input type="text"/>	<input type="text"/>

Prior to advancing funds, we require that you ascertain the identity of each mortgagor, guarantor and signing officer 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 advanced until we have received the IVF.

- 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
- 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.
 - 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 PART 'A' of Appendix 'A' Acceptable Forms of Identification		
Type	Number	Place of Issue
<input type="text"/>	<input type="text"/>	<input type="text"/>
Identification Viewed from PART 'A'/B' of Appendix 'A' Acceptable Forms of Identification		
Type	Number	Place of Issue
<input type="text"/>	<input type="text"/>	<input type="text"/>

Mortgagor/Guarantor/Signing Officer Full Name		
Identification Viewed from PART 'A' of Appendix 'A' Acceptable Forms of Identification		
Type	Number	Place of Issue
<input type="text"/>	<input type="text"/>	<input type="text"/>
Identification Viewed from PART 'A'/B' of Appendix 'A' Acceptable Forms of Identification		
Type	Number	Place of Issue
<input type="text"/>	<input type="text"/>	<input type="text"/>

Mortgagor/Guarantor/Signing Officer Full Name		
Identification Viewed from PART 'A' of Appendix 'A' Acceptable Forms of Identification		
Type	Number	Place of Issue
<input type="text"/>	<input type="text"/>	<input type="text"/>
Identification Viewed from PART 'A'/B' of Appendix 'A' Acceptable Forms of Identification		
Type	Number	Place of Issue
<input type="text"/>	<input type="text"/>	<input type="text"/>

- 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
<input type="text"/>	<input type="text"/>	<input type="text"/>
(If applicable): Source of the electronic version of the record (must be a source which is accessible to the public)		
<input type="text"/>		

Name of Corporation or other entity		
Type of entity (e.g., corporation, partnership, other entity [specify])	Registration Number	Type of Record referred to
<input type="text"/>	<input type="text"/>	<input type="text"/>
(If applicable): Source of the electronic version of the record (must be a source which is accessible to the public)		
<input type="text"/>		

Certificate of Solicitor or (if B. C.) Notary

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 and Guarantor".

Date: _____ Solicitor / Notary 's signature: _____



Appendix 'C' Instructions for Information Box

Recent amendments to the Cost of Borrowing Regulations require that the Statement of Disclosure include an Information Box. We require that you provide each mortgagor and guarantor with an Information Box appropriate to their mortgage product, at the beginning of their Statement of Disclosure. Refer to the chart below to determine which version of the Information Box is to be provided.

CIBC

If the mortgage product described in the client's Statement of Disclosure is:	Use the form "Information Box" below (Forms are available on cmidocs.com)
A Fixed Rate closed mortgage with a term of 60 months or less. (Refer to the following sections of the Statement of Disclosure to identify the client's mortgage product: <ul style="list-style-type: none">• Annual Interest Rate (to determine whether the interest rate is fixed or variable)• Term and Amortization (to determine the length of the term)• Prepaying Your Mortgage (to determine whether the mortgage is open to prepayment in full or in part without a prepayment charge. If not, the product is closed.)))	10895 CIBC FIX S
A Fixed Rate closed mortgage with a term of more than 60 months. (Refer to the following sections of the Statement of Disclosure to identify the client's mortgage product: <ul style="list-style-type: none">• Annual Interest Rate (to determine whether the interest rate is fixed or variable)• Term and Amortization (to determine the length of the term)• Prepaying Your Mortgage (to determine whether the mortgage is open to prepayment in full or in part without a prepayment charge. If not, the product is closed.)))	10895 CIBC FIX NS
A Fixed Rate open mortgage with a term of 6 or 12 months. (Refer to the following sections of the Statement of Disclosure to identify the client's mortgage product: <ul style="list-style-type: none">• Annual Interest Rate (to determine whether the interest rate is fixed or variable)• Term and Amortization (to determine the length of the term)• Prepaying Your Mortgage (to determine whether the mortgage is open to prepayment in full or in part without a prepayment charge. If so, the product is open.)))	10895 CIBC FIX O
A CIBC Variable Flex Mortgage. (Refer to the following section of the Statement of Disclosure to identify the client's mortgage product: <ul style="list-style-type: none">• Annual Interest Rate (If this is a CIBC Variable Flex Mortgage, the section will identify the product as such.)))	10895 CIBC VAR S
A Variable Rate Open Mortgage. (Refer to the following section of the Statement of Disclosure to identify the client's mortgage product: <ul style="list-style-type: none">• Annual Interest Rate (If this is a Variable Rate Open Mortgage, the section will identify the product as such.)))	10895 CIBC VAR O