

**General Instructions for Solicitor (All Provinces)
or Notary (Quebec and British Columbia only)**

These General Instructions should be read with and supplement the Mortgage Loan Commitment and the Specific Letter of Instructions. In the event of any conflict between these General Instructions and the Specific Letter of Instructions, the terms and provisions in the Specific Letter of Instructions shall prevail.

The Specific Letter of Instructions provides information on the Borrower(s), Co-Borrower(s) and/or Guarantor(s), the property to be mortgaged (the "**Property**") and the conditions to be fulfilled. You are assuming sole responsibility for the accuracy and validity of all documents and preparation and registration of the mortgage to be registered on title to the Property (the "**Mortgage**"). **You are to confirm the identity of the Borrower(s), Co-Borrower(s) and/or Guarantor(s), investigate and search title, provide Title Insurance from an approved insured, register the Mortgage and provide your opinion on title.**

If the documents are not prepared in accordance with our instructions or the Mortgage does not have the priority indicated in the Mortgage Loan Commitment and/or Specific Letter of Instructions and, as a result we suffer a loss, we will seek to recover any such loss from you. You are to take all steps that would be taken by a careful and prudent Solicitor/Notary on behalf of a client. This includes, without limitation, advising Home Trust Company of any material fact known to you that might affect Home Trust Company's decision to advance the loan.

Home Trust Company requires that you obtain a Title Insurance Policy from one of the following title insurers pre-approved by Home Trust Company: Chicago Title Insurance, First Canadian Title, Stewart Title Guaranty Company, or TitlePLUS Title Insurance

Prior to closing, you are instructed to notify Home Trust Company, and the Underwriting Department of the Title Insurer, of any concerns that you may have regarding the identity of the Borrower(s), the validity of prior registered instruments (particularly transfers and discharges), and any other matters that may affect the title of the Property and/or the enforceability or priority of the Mortgage. In these circumstances, you may not proceed to complete the transaction until such time as you have obtained both the title insurer's and Home Trust Company's written authorization to proceed.

Title Insurance Acknowledgement must provide for:

- 1) Title Insurance names Borrower(s), consistent with the Mortgage Loan Commitment and/or Specific Letter Instruction; and
- 2) There are no exceptions to the coverage recorded on the Confirmation of Insurance form from the Title Insurer.

You will report to the Title Insurer on completion of this transaction using the Report on Title provided by the Title Insurer. The Title Insurer will then issue a Certificate of Title Insurance or Title Insurance Policy insuring Home Trust Company with no exceptions to coverage.

Copies of the closing documentation set out in the Commitment and/or Specific Letter of Instructions are required prior to final release of funds in accordance with the timing set out in the Specific Letter of Instructions. **Executed originals of the closing documentation with your Final Report on Title are to be delivered to Home Trust within 30 days of closing.**

STANDARD CHARGE TERMS

All mortgage loans require Acknowledgement of Standard Charge Terms 201902 (ON), MT190005 (BC), 191024831 (AB), 5039275/1 (MB), COXPAL3030 (NB), as applicable.

Copies are available at www.hometrusted.ca/mortgages/mortgage-documents.

TITLE

It is your responsibility to ensure that:

- 1) The Borrower(s) has/have a good and marketable title in fee simple/leasehold estate to the Property as described in the Mortgage Loan Commitment.
- 2) The Mortgage is registered in the appropriate Land Registry/Land Titles Office and constitutes a valid mortgage/charge on the Property.
- 3) There are no existing easements, encroachments, reservations or restrictions affecting the Property other than as approved by us before the first advance of funds.
- 4) The provisions of the Mortgage are in accordance with the Mortgage Loan Commitment.
- 5) If the Borrower(s) is/are a Corporation, each Corporation is duly 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 stated in the Mortgage with interest as therein provided and the giving of the mortgage security therefore. See additional requirements regarding "Corporate Borrowers" set out on Schedule A to the Mortgage Loan Commitment.
- 6) Any additional covenants as specified in the Mortgage Loan Commitment and/or Specific Letter of Instructions have been obtained and if the Mortgage Loan Commitment stipulates a corporate guarantor/covenanter, such Corporation is duly incorporated, properly authorized to so act and providing such guarantee would not violate any local laws of the jurisdiction.
- 7) If the proceeds of the mortgage loan are to be used by the Borrower(s) to purchase the Property, you have made enquiries of the Borrower(s) and have no reason to believe that the true purchase price to be paid for the Property and the amount actually paid on closing (subject to usual adjustments) is other than

as stated in the Agreement of Purchase and Sale relating to the purchase.

- 8) You must also confirm that no executions or judgements affect the Property, that there are no work orders or deficiency notices outstanding against the Property and that all zoning and other restrictions have been complied with, or applicable endorsements have been obtained with title insurance.
- 9) You have taken all steps which should be taken by a careful and prudent Solicitor.

REPORTING ON TITLE

We will require two forms of title report from you:

- a) Prior to the first advance, we will require your Interim Report and Request for Funds form with the necessary enclosures.
- b) Within thirty days after the first advance, your Final Report on Title, Certificate of Title Insurance or Title Insurance Policy and supporting documentation.

TAXES

All realty/Provincial and Municipal real property taxes/local improvement taxes shall be paid as set out in the Mortgage Loan Commitment. Solicitor must advise Home Trust Company of any tax arrears. The requirement for a Tax Certificate confirming payment of taxes is waived by delivery of a valid Title Insurance Policy.

MORTGAGE STATEMENTS

In the event our required security is other than a conventional first mortgage, or in the event of a refinance of existing mortgage debt with Home Trust Company, we will require copies of current mortgage statement(s) from each Mortgagee setting out the outstanding mortgage balance (to conform with our Mortgage Loan Commitment) and confirming that the Mortgage(s) is/are in good standing prior to our release of mortgage funds.

ASSIGNMENT OF RENTS

If an Assignment of Rents is required under the terms of our Mortgage Loan Commitment, the necessary Assignment of Rents clauses are included in our Standard Charge Terms.

CLIENT IDENTIFICATION

You must verify the identity of all Borrower(s) and Guarantor(s) with two pieces of authentic, current and valid identification, in accordance with Home Trust Company's list of acceptable identification available at www.hometrusted.ca/mortgages/mortgage-documents. Copies of the identification viewed, together with your Solicitor Declaration Regarding Identification must be provided to Home Trust Company with the closing documentation. You must also identify and verify the identity of any consenting spouse. Although copies of such identification need not be provided to Home Trust, you are required to retain your own copies of valid identification for any applicable transaction.

POWER OF ATTORNEY

Home Trust Company reserves the right to refuse any documentation executed pursuant to a Power of Attorney. Where a Power of Attorney is accepted, Home Trust Company approval of the form of power of attorney is required prior to the advance of funds.

PROPERTY AND CASUALTY INSURANCE

With your Interim Report, you are to verify that there is in existence property and casualty coverage for an amount not less than the full insurable replacement value of the improvements including extended coverage, with loss payable to Home Trust Company as its interest appears. The policy is to be subject to the Standard Mortgage Clause of the Insurance Bureau of Canada and a copy of the said policy must be submitted to us. **For BC, with the exception of the Okanagan Region, Home Trust Company will require earthquake insurance on the subject property.**

OIL HEATED HOMES

If the Property is heated by oil, Home Trust Company must receive confirmation from the insurer that they are aware the property is oil heated.

BOILER INSURANCE

If the Property contains a boiler, adequate boiler insurance must be arranged showing Home Trust Company's interest as mortgagee and we further require that we be provided with a certified copy of the insurance policy.

NEW HOMES

For a Mortgage that secures a newly constructed house or a house under construction, you will be required to obtain and submit to us, a certified copy of the New Home Enrolment Form, as appropriate in your jurisdiction and endorsed by the appropriate authority, before the release of any of our mortgage proceeds.

LEGISLATIVE COMPLIANCE

This mortgage transaction is to comply with the provisions of all applicable legislation.

DISCLOSURE PERIOD WAIVER – ALBERTA AND BRITISH COLUMBIA

Prior to funding, we require evidence by way of a Disclosure Period Waiver executed by the Borrower(s) and Guarantor(s) (if applicable) confirming they have waived the two-day period for delivery of the Cost of Borrowing Disclosure Statement. The Disclosure Period Waiver form can be found at www.hometrusted.ca/mortgages/mortgage-documents.

DISBURSEMENT OF FUNDS

Home Trust Company will advise you by email when funds have been wired to your trust account or are ready for pick-up at one of our offices, as indicated on the Solicitor's Interim Report on Title and Request for Funds. The amount advanced to your trust account either by wire or cheque is to be disbursed in accordance of the Mortgage Loan Commitment and/or Specific Letter of Instructions and only with approval from the Home Trust Company Funding Department.

CHANGE IN CLOSING DATE

Should a change in the closing date occur or the Borrower(s) do not intend to proceed with the Mortgage, you must contact the Funding Department by email at HTCFunding@hometrusted.ca.

If funds have already been advanced, funds must be returned within 3 business days.

RECORD/DOCUMENT RETENTION

The Solicitor or Notary acting on behalf of Home Trust Company is required to retain on file all duplicate original security documents in regards to the mortgage transaction, in their original form. Such security documents must be retained in their original form for a retention period compliant with applicable legislation. Home Trust Company does not retain any original documents in paper form.

**All Mortgage Documentation may be obtained from our website at
www.hometrusted.ca/mortgages/mortgage-documents**

**Please direct any questions you may have to the Funding Department by email at
HTCfunding@hometrusted.ca**

**All Final Reports may be directed to the Funding Department by email at finalreports@hometrusted.ca
or by courier**