

Yuval Levy, JD, MBA, CFA

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**BY TELEFAX 18888888888, NUMBER OF PAGES TRANSMITTED: 3
AND BY EMAIL lawyer1@sellhouses.ca**

Sellhouses, Sellcottages, and Sellshacks LLP
745 La Gioconda St, London, ON H0H 0H0

Attention: Brenda Sellhouses

Dear Ms. Sellhouses:

Re: Foo p/f Bar
1514 La Traviata St, London

My File: 17X123
Closing Date: 2018 January 28

Without prejudice to the rights of my client under the Agreement of Purchase and Sale, and reserving the right to submit such further and other requisitions as may be deemed necessary from time to time as well as the right to waive any or all of them, I wish to raise the following requisitions:

1. REQUIRED: Draft Transfer of Land, engrossed as follows:

Full Name

FOO, Joe
FOO, Jane
as joint tenants

Birthdate

1989 Nov 09
1992 Dec 06

Address for service

1514 La Traviata St
London, ON H0M 3L0

KINDLY MESSAGE THE TRANSFER TO YUVAL LEVY

2. REQUIRED: An up-to-date survey of the subject lands. Please advise immediately if one is not available.
3. REQUIRED: Statement of Adjustments (a single copy is sufficient).
4. REQUIRED: On or before closing, satisfactory evidence of compliance with the following legislation:
- a) The *Family Law Act*, Ontario;
 - b) Section 116 of the *Income Tax Act*, Canada;
 - c) The *Planning Act*, Ontario, including completion of the *Planning Act* statements in the Deed/Transfer of Land;

d) The *Construction Lien Act*, Ontario.

5. REQUIRED: On or before closing, satisfactory evidence that there are no executions affecting title to the subject property.
6. REQUIRED: On or before closing, production and delivery of evidence by way of a **paragraph in your statutory declaration** that all buildings situate on the lands herein are located entirely within the limits thereof, that possession has been consistent with registered title to the property and that there are no encumbrances, liens, rights of way, easements, encroachments, restrictions, or agreements of any kind affecting the property which are not disclosed by the registered title.
7. REQUIRED: On or before closing, production and delivery of evidence by way of a **paragraph in your statutory declaration** that there have been no changes in fences and boundaries during the period of ownership, and that all restrictions, easements and development agreements and subdivision agreements have been complied with, and **in particular that there are no encroachments on an easement in favour of Bell Canada (Instrument 277063). The area concerned is four by four feet at the northwest corner of the Property.**
8. REQUIRED: On or before closing, evidence by way of a **paragraph in your statutory declaration** that there are no work orders outstanding and that the lands and premises and all structures erected thereon comply with all by-laws, standards and regulations enacted or passed by the City of London and any other governmental body or department having jurisdiction thereover.
9. REQUIRED: On or before closing, evidence:
 - a) by way of a **paragraph in your statutory declaration** that there are no arrears of municipal taxes or other municipal charges or assessments, including penalties, and that taxes have been paid in accordance with the Statement of Adjustments;
 - b) by way of a **paragraph in your statutory declaration** that payment of water, hydro, and gas are not in arrears and that each shall be paid to the date of closing.
10. REQUIRED: On or before closing, satisfactory evidence by way of a **paragraph in your statutory declaration** that the property has not been insulated with urea-formaldehyde foam insulation.
11. REQUIRED: On or before closing, satisfactory evidence that the fixtures affixed to the lands and buildings, and the chattel property included in the purchase price are the property of the vendor and are not subject to any conditional sales contract, chattel mortgage or lien note and that the vendor is the absolute owner of all such fixtures and chattels, free of any encumbrances.
12. REQUIRED: An opportunity for my client to perform a final inspection of the premises.

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13. REQUIRED: On closing, keys and vacant possession, subject to any tenancy which the purchaser has expressly agreed to assume pursuant to the Agreement of Purchase and Sale. In the event keys are not available at the time of closing, I shall require your written undertaking to compensate the Purchaser for the cost of a mobile locksmith to open the premises and provide a key and/or cost of repair of any window broken gaining entry.
14. REQUIRED: Insertion of the PIN Number for the property, being **08080-0808** into Box 3 of the Transfer. IF THE PIN NUMBER IS INCORRECT, PLEASE ADVISE IMMEDIATELY.
15. REQUIRED: On or before closing, evidence that this transaction is not subject to Harmonized Sales Tax.
16. REQUIRED: That the following documents be executed by the vendor on my forms or on substantially equivalent forms and delivered to my office on or before closing:
- a) Vendor's undertakings;
 - b) Warranties/Bill of Sale;
 - c) Declaration of Possession;
 - d) Statutory declaration re Harmonized Sales Tax.
17. REQUIRED: That a personal undertaking be executed by you and delivered to me on closing.
18. Instrument **ER232584** is a Charge of Land registered 2016/11/24 from BAR, MICHAEL and BAR, MICHELLE in favour of THE MEGA LARGE BANK securing the principal sum of \$253,984.

REQUIRED: On or before closing, lawyer's undertaking to discharge the Charge, along with a payout, and sometimes after closing, production and registration of a good and valid cessation of this Charge.

In the completion of this transaction I agree to be bound by the terms of the Document Registration Agreement which appears on the website of the Law Society of Upper Canada, as amended from time to time. Please advise me in writing if you do not agree to be bound by the terms of that agreement.

In the interest of efficiency, I accept drafts and other communication by email to yuval@moneylaw.ca. On the first email transmission, kindly phone me to verify that communication between our email servers works as expected.

Sincerely,

Yuval Levy