

**CALCULATION OF FUNDS - SALE**  
**Siksay & Fraser Law Offices**

Revised August 2010

Sale Proceeds as per statement of adjustments	\$
LESS - 1st mortgage payout	\$
- per diem on 1st mortgage	\$
LESS - 2nd mortgage payout	\$
- per diem on 2nd mortgage	\$
LESS - Balance of Real Estate Commission	\$
LESS - Legal Fees	\$
- Estimated Disbursements	\$
- Law Society Levy (\$65.00 per file)	\$
- Estimated HST	\$
- Registration of document(s) - \$71.30 each	\$
LESS - _____	\$
LESS - _____	\$
LESS - _____	\$
LESS - _____	\$
LESS - _____	\$
	_____
<b>NET SALE PROCEEDS</b>	<b>\$</b>

**Acknowledgments:** The undersigned: 1) acknowledge having reviewed and understood the figures and calculations set out above, as well as the associated statement(s) of adjustment, commission statement of account, mortgage discharge statement(s), and other applicable documents relating to the financial aspect of the transaction; 2) accept the charges set out above for legal fees and disbursements; 3) acknowledge that some of the figures noted above are **estimates** and that our solicitor's final invoice will include all actual charges and that errors and omissions are excepted; 3) **where there are two or more undersigned parties, the undersigned all hereby consent to Siksay & Fraser Law Offices representing all of the undersigned parties in this matter, and confirm that no information received from any of the undersigned in respect of this matter can be treated as confidential as between the undersigned and Siksay & Fraser, and in this regard we confirm having been advised by Siksay & Fraser that, if a conflict were to develop now or later in this matter, Siksay & Fraser would be unable to represent any of us in this matter or relative to this matter in the future. We confirm that there is currently no conflict between us and that no such conflict is foreseen by us. We confirm that Siksay & Fraser is free to represent any of the undersigned in respect of other matters which are not the herein matter. Each of the undersigned has freely and independently waived and refused independent legal advice ("ILA") for this matter, and each of the undersigned hereby releases and indemnifies Siksay & Fraser in respect of any failure to arrange for such ILA and any damages resulting therefrom, and we hereby confirm that there is no conflict that exists as a result of Siksay & Fraser acting for all of us herein.**

**Power to Amend Electronic Documents:** Where registration of documents (including deeds, mortgages, discharges, and all other documents to be registered in this matter, without limitation) is to be by electronic registration, we hereby instruct Siksay & Fraser to make any amendments or effect such amended re-registrations to the electronic registration documentation as may be required by the Land Registry Office or Mortgagee(s) or others, as the case may be, whether before or after closing and registration, and Siksay & Fraser is hereby appointed and empowered as the attorney of the undersigned for such purpose, and no further authorization shall be required.

**PIPEDA:** I/We confirm that Siksay & Fraser Law Offices have disclosed to me/us their policy regarding the collection, use, and disclosure of personal information under the Personal Information Protection and Electronic Documents Act (PIPEDA) and I/we have consented to such policy.

**File Retention & Destruction: The Undersigned hereby:** 1) Confirms that the undersigned have been advised that a full report on this transaction, including copies of all salient documents, will be sent to the undersigned by Siksay & Fraser after the closing hereof and prior to the herein file being placed in long-term storage, and that the undersigned will therefore be in possession of all requisite documents, which we agree to appropriately manage & safeguard for our own purposes; 2) Confirms that the undersigned have been advised of Siksay & Fraser's file retention/destruction policy; 3) Consents to the destruction of the file relating to the above-noted matter, in the absolute discretion of Siksay & Fraser or their successors and assigns, at any time on or after the expiry of seven years from the date of closing of this matter, and Siksay & Fraser or their successors and assigns are hereby so authorized; 4) If Siksay & Fraser has acted for the undersigned previously in respect of this property (for example, in respect of the purchase, mortgage refinancing, or other dealings with the property) for which there exist other file(s) (the "Other Files"), then the undersigned consents to the destruction such Other Files, in the absolute discretion of Siksay & Fraser or their successors and assigns, at any time on or after the date of closing of the herein matter, and Siksay & Fraser or their successors and assigns are hereby so authorized; 5) Confirms that during the file retention period, Siksay & Fraser or their successors and assigns, will maintain the herein file in a storage facility that is not fireproof, and that Siksay & Fraser will not be held responsible by the undersigned or our heirs and successors in the event that the file is lost, destroyed, or damaged, as a result of fire, flood, theft, or any other occurrence whatsoever, without limitation.

**Application of Net Sale Proceeds (Choose One Only)**

The Net Sale Proceeds are: ( ) To be paid to the undersigned by cheque (choose one of the following) for pick up by any one of the undersigned ( )

**OR**

( ) to be direct-deposited to our bank account as per attached void cheque ( )

( ) To be applied to my/our purchase

( ) To be paid to: \_\_\_\_\_