

REPORT ON TITLE AND SECURITY⁽¹⁾ – Quebec

- ROYAL BANK OF CANADA**
- THE ROYAL TRUST COMPANY**
Personal Service Centre
P.O. Box 6011, Centre-Ville Station
Montreal, QC H3C 3B8
- PRELIMINARY
- FINAL

REFERENCE NUMBER:

DATE:

In accordance with your instructions, we have registered in the appropriate registry office a (*insert rank*) _____ hypothec on the property, as described in your instructions and report as follows.

GRANTOR(S)				
GUARANTOR(S) (if any)				
HYPOTHECATED PROPERTY	CIVIC ADDRESS			
	BRIEF LEGAL DESCRIPTION			
	<p>The hypothecated property includes:</p> <ul style="list-style-type: none"> • the immovable and any moveable property, at present or in the future physically attached or joined to the immovable (collectively the "Property"), • the rents generated by the Property and • the insurance indemnity regarding the Property and the rents. 			
HYPOTHEC	AMOUNT	INTEREST RATE	REGISTRATION NUMBER	REGISTRATION DATE
ADDITIONAL HYPOTHEC	We have added 15% of the above-mentioned amount as an additional hypothec on the Property and the rents generated by the Property.			
TAXES	All municipal and school taxes payable on the Property have been paid in full without subrogation to (<i>DATE to be inserted</i>) _____.		Insurance – Coverage as specified in your instructions is in force.	
TITLE OPINION (Delete 1A to E if title insurance obtained. Complete 1F below.)	<p>Complete 1A if the loan is used to acquire the Property and repay an existing hypothecary creditor, who has not yet signed a discharge⁽¹⁾ (<i>delete if not applicable</i>):</p> <p>1A. In our opinion, having registered the Deed of Sale by _____ to the Grantor, the Property is vested in the Grantor by a good and marketable title, free and clear of all encumbrances;</p> <p>and</p> <p>upon registration of the discharge by _____ of the hypothecary loan registered at _____ under number _____ (which we undertake to do as soon as possible), you will hold (<i>insert rank</i>) _____ ranking hypothecs, for the above-mentioned amounts, duly registered and valid on the Property, the rents generated by the Property and the insurance indemnity regarding rents⁽¹⁾</p>			
	<p>Complete 1B if the loan is used to acquire the Property and repay an existing hypothecary creditor, who has signed a discharge (<i>delete if not applicable</i>):</p> <p>1B. In our opinion, having registered the Deed of Sale by _____ to the Grantor, the Property is vested in the Grantor by a good and marketable title, free and clear of all encumbrances;</p> <p>and</p> <p>having registered the discharge by _____ of the hypothecary loan registered at _____ under number _____, you hold (<i>insert rank</i>) _____ ranking hypothecs, for the above-mentioned amounts, duly registered and valid on the Property, the rents generated by the Property and the insurance indemnity regarding rents</p>			

	<p>Complete 1C if the loan is used to acquire an unhypothecated Property (delete if not applicable): 1C. In our opinion, you hold (<i>insert rank</i>) _____ ranking hypothecs for the above-mentioned amounts, duly registered and valid on the Property, the rents generated by the Property and the insurance indemnity regarding rents; and having registered the Deed of Sale by _____ to the Grantor, the Property is vested in the Grantor by a good and marketable title, free and clear of all encumbrances.</p>
	<p>Complete 1D if the Grantor is the owner of the Property, and the loan is used to repay an existing hypothecary creditor (delete if not applicable): 1D. In our opinion, the Property is vested in the Grantor by a good and marketable title, free and clear of all encumbrances; and having registered the discharge by _____ of the hypothecary loan registered at _____ under number _____, you hold (<i>insert rank</i>) _____ ranking hypothecs, for the above-mentioned amounts, duly registered and valid on the Property, the rents generated by the Property and the insurance indemnity regarding the rents</p>
	<p>Complete 1E if the Grantor is the owner of the Property, and the loan is not used to repay an existing hypothecary creditor (delete if not applicable): 1E. In our opinion, the Property is vested in the Grantor by a good and marketable title, free and clear of all encumbrances; and you hold (<i>insert rank</i>) _____ ranking hypothecs, for the above-mentioned amounts, duly registered and valid on the Property, the rents generated by the Property and the insurance proceeds regarding the rents.</p>
<p>TITLE INSURANCE (<i>Delete 1F if title opinion given. Complete any of 1A to E above.</i>)</p>	<p>Complete 1F if you have obtained title insurance (delete if not applicable): 1F. In lieu of title opinion, we have obtained title insurance policy no. _____ issued by _____.</p>
<p>DEFECTS (if any)</p>	<p>2. There are no title defects servitudes, zoning or building restrictions, encroachments, privileges, hypothecs. leases, charges, matrimonial rights or other encumbrances, except as described below.⁽²⁾ (<i>Continue on another page if necessary.</i>)</p>
<p>CERTIFICATE OF LOCATION</p>	<p>3. We have examined an up to date Certificate of Location and Plan, prepared by a qualified Quebec land surveyor, regarding the Property and they reveal nothing that could prejudice your rights, as a hypothecary creditor, except as described below.</p>

Documents enclosed as requested in your instructions.

Date:
Name:

Signature of Notary

(1) If paragraph 1A applies, return completed Report on Title and Security as soon as Deed of Sale is registered and return Report on Title and Security Update as soon as possible following registration of the discharge.
 (2) The following standard defects need not be listed:
 a) servitudes for utilities servicing the Property provided the building does not encroach on them and is not affected by them;
 b) occupancy or use restrictions which would not be violated by the normal use of the Property for the purpose intended.