



**SOLICITOR'S GUIDE**  
**Interim Financing Only**  
**(November 24, 2025)**

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## **Introduction**

You have been retained to act on behalf of Lakeland Credit Union Ltd. (the “Credit Union”, “we”, “our” or “us”) in preparing, executing, and registering, the required security, to complete this Interim Financing transaction. You are to act in accordance with this Solicitor’s Guide and any other instructions applicable to this transaction, and to take all steps that would be taken by a careful and prudent solicitor in a transaction of this nature.

You must review the agreement for purchase and sale, our credit agreement (the “Agreement”), and our instructing letter. In the event that there are inconsistencies with the agreement for purchase and sale and our Agreement or instructions to you, you must advise us without delay.

These instructions are not exhaustive, and it is your responsibility pursuant to this mandate to demand all documents, conduct all searches and take all steps necessary that a prudent solicitor would carry out with respect to this type of transaction and the specific circumstances of this matter to protect the interests of the Credit Union.

Please respond immediately if you are not prepared to comply with these requirements, and a new lawyer will be appointed.

## **Legal Costs**

All legal fees and disbursements with respect to this loan, unless otherwise specified, will be borne by the borrower(s).

## **Questions / Support**

All communication with the Credit Union must be in writing, via FCT’s Lender-Lawyer-Connect (LLC) portal.

Please Note: We will not provide directions or guidance on the perfection of security. You assume the sole responsibility for the accuracy, completeness, and enforceability of all loan and security documents. Please adhere to the requirements set out in this guide, in addition to all other practices and requirements that you consider to be necessary or desirable to ensure proper registration and priority of all Security required by the Agreement.

## **Standard / Custom Forms**

Where a standard form is provided for certain security, you are required to use our standard form. Modification to our standard form documents is not permitted without our prior written approval. Please contact the Credit Union for all requests to modify standard forms.

For required security documentation where we have not included a standard form in the External Solicitor Documents section of our website, we do not require draft documentation to be provided for the Credit Union’s approval. We rely on your expertise to ensure the Credit Union’s security documentation is good, valid, and enforceable.

**We will not review nor approve any draft or final documents sent to us; you are responsible to ensure that the documents are correct and have been prepared in accordance with our instructions.** In the event of an error which causes a loss to the Credit Union, we will seek to recover such loss from you. You must advise us of any material fact known to you which could be reasonably expected to affect our decision to advance the loan. You must also be alert for “red flags” which may indicate fraudulent activity relating to the loan or the subject property. No act or omission by us or any agent of ours reduces your responsibility for matters within the scope of your retainer.

**Fraud**

You must be alert for “red flags” which may indicate fraudulent activity relating to the mortgage or the subject property.

**Power of Attorney**

The borrower(s) must not sign any of the documents, including the mortgage documents, by way of Power of Attorney.

**Multiple Representation**

We consent to your acting on our behalf, as well as acting on behalf of the borrower(s) and other parties involved in the transaction, such as a vendor, provided that your professional code of conduct would permit the same. You are not permitted to advise or counsel the borrower(s) to renegotiate any terms of the underlying loans or security, or to investigate the availability of alternative sources of financing. You shall obtain written consent to this arrangement from the borrower(s). You must advise us if an actual conflict of interest arises, or in the event that unusual circumstances create a potential conflict of interest.

**Independent Legal Advice**

You must ensure that any person involved in this transaction who requires independent legal advice (“ILA”), receives ILA, whether or not we have specifically instructed you to obtain ILA. We will hold you responsible for any claim relating to lack of ILA.

**Identification of Borrowers**

We will identify the borrower(s) in our Agreement. All borrowers must hold title to the subject property, and no other owners must be registered on title. You shall take reasonable steps to ensure that all the parties who have executed same are who they purport to be, including without limitation complying with the client identification and verification requirements of the Law Society of Alberta or your applicable regulator.

If the funds to be advanced pursuant to the mortgage are to be used to purchase residential property as defined under the Prohibition on the Purchase of Residential Property by Non-Canadians Act, S.C. 2022, c. 10, s. 235, it is your responsibility to verify through the review of appropriate identification and other relevant documentation that the purchaser(s) is/are (a) not a non-Canadian as defined in that Act for purposes of section 4(1) of that Act, or (b) is/are otherwise exempt from the application of sub-section 4(1) as a result of sub-sections 4(2) to 4(5) of that Act. We will require you to obtain on closing a statutory declaration from the purchaser(s) confirming their eligibility to purchase the property under the legislation.

**Property to be Sold**

If you become aware that, with respect to the property to be sold, which is the subject of the Assignment of Monies Receivable:

- the net proceeds are likely to be inadequate to repay the Bridge Financing in full;
- the sale transaction is not proceeding in accordance with the provisions of the contract; or
- your firm is not acting for the Borrower with respect to the sale transaction;

you shall advise the Credit Union forthwith.

**Request for Funds / Interim Report**

You shall forward your final reporting package to the Credit Union **no less than 3 business days** in advance of the date that funds are required. Your report shall include:

- A copy of the fully executed Assignment of Monies Receivable;
- A request for funds which indicates the amount of funds requested and the requested date of advance;
- Banking details for your trust account, if required;
- Such solicitor's legal opinions and/or certificates as are required to give proper effect to the foregoing;
- Any other documents as stipulated in the above noted conditions or which are reasonably required by the Credit Union.

If you are unable to meet all instructions contained in this document, your Request for Funds / Report should clearly identify the reasons and recommend a course of action.

Please obtain and retain on your file a direction to pay from the Borrower(s) confirming their direction to pay the loan proceeds to your firm.

**Your Request for Funds / Interim Report must be sent via FCT's Lender-Lawyer-Connect (LLC) portal.**

Loan proceeds accrue interest from the date of advance. If you are unable to disburse loan proceeds within two (2) business days from the date of advance, you must contact the Credit Union for further instructions. We have the discretion to require you to return the loan proceeds if not disbursed within two (2) business days from the date of advance.

**Final Reporting**

You shall forward your final reporting package to the Credit Union within 30 days of registration of the mortgage, where applicable, or within 30 days of disbursement of the loan.

Your final reporting shall include confirmation of any matters required by this Solicitor's Guide which was not provided in your Request for Funds / Interim Report, including confirmation of registration of our security in the required priority position. Where we do not hold the required priority position yet but your firm has paid out the prior encumbrance or you have obtained a solicitor's undertaking to pay out and discharge the prior encumbrance, you shall indicate that in your reporting and provide an updated title in due course.

**Your final reporting must be sent via FCT's Lender-Lawyer Connect (LLC) portal.**