

SCHEDULE VI

ACKNOWLEDGEMENT

(SAMPLE ONE)

DATE:

BY: *(Name of Purchaser/Client)*

TO: *(Name and Address of Lawyer/Law Firm)* (my “Lawyers”)

AND TO: *(Name and Address of Mortgagee)* (the “Mortgagee”)

SUBJECT: Purchase of *(Civic Address)* (the “Property”)

I, *(Purchaser’s Name)* , hereby acknowledge and agree as follows:

1. I am (one of) the purchaser(s) of the Property.
2. I have applied to the Mortgagee for a loan on security of a mortgage of the Property.
3. My Lawyers have advised me that I am not required to provide either a current original building location certificate and sketch of the Property, as prepared by a qualified Manitoba Land Surveyor (a “Building Location Certificate”), or a zoning memorandum issued by the municipality in relation to the Property (a “Zoning Memorandum”) to the Mortgagee for its purposes.
4. My Lawyers have advised me further as to the importance and various benefits of obtaining a Building Location Certificate and a Zoning Memorandum, and in particular:
 - (i) that, without a Building Location Certificate and Zoning Memorandum, my Lawyers cannot certify that the buildings and structures purchased are located within the boundaries of the Property, that the Property is free from encroachments by buildings or structures on adjoining properties, or that the Property complies with applicable zoning regulations; and
 - (ii) that, after the closing of the purchase transaction, I cannot recover damages against the vendor should I later discover that the buildings and structures purchased are not located within the boundaries of the Property, that the Property is subject to encroachments by buildings or structures on adjoining properties, or that the Property does not comply with applicable zoning regulations.

My Lawyers have recommended that I obtain a Building Location Certificate and a Zoning Memorandum to protect my own legal, financial and other interests relating to the Property. I understand that advice of my Lawyers but, nonetheless, I have decided not to

obtain a Building Location Certificate or a Zoning Memorandum and I have so instructed my Lawyers.

5. My Lawyers are representing the interests of the Mortgagee in this transaction, as well as my own, and I consent to that multiple representation. It is my right and responsibility to obtain my own independent legal advice about obtaining a Building Location Certificate and a Zoning Memorandum to protect my legal and other interests in the Property, if I have any concerns about a potential conflict of interest arising from that multiple representation or any other matter.
6. On closing of the transaction of purchase and mortgage of the Property, the assurances to be given by my Lawyers to the Mortgagee may be broader than the assurances my Lawyers will give to me, and may address matters which could have been verified by me had I obtained a Building Location Certificate and a Zoning Memorandum.
7. None of my Lawyers, the Mortgagee, nor their respective insurers, are responsible or liable for any loss that I suffer because of my decision not to obtain a Building Location Certificate and a Zoning Memorandum for the Property.
8. Any insurance coverage that the Mortgagee may have, and any rights that the Mortgagee may have against my Lawyers or my Lawyers' insurers, to compensate the Mortgagee for any loss resulting from the absence of a Building Location Certificate and a Zoning Memorandum for the Property, protect only the Mortgagee's interest and do not cover or apply to any loss that I suffer because I have not obtained a Building Location Certificate and a Zoning Memorandum for the Property.
9. Any indemnity payment or other amount paid to the Mortgagee under insurance coverage carried by the Mortgagee or by my Lawyers does not release me from my indebtedness to the Mortgagee under the mortgage, and the insurer shall have full rights of subrogation as stipulated in its contract of insurance.
10. I have read over this document carefully before signing it, I completely understand its meaning, and I sign this document voluntarily.

DATED at _____, Manitoba this _____ day of _____, 20____

_____) _____
Witness) Signature of Purchaser

(SAMPLE TWO)

ACKNOWLEDGEMENT

I, _____, hereby acknowledge and agree as follows:

1. I am (one of) the purchaser(s) of the property commonly known as _____ (the "Property").
2. I have applied to _____ (the "Mortgagee") for a loan on security of a mortgage of the Property.
3. _____ ("my Lawyers") have advised me that I am not required to provide either a current original building location certificate and sketch of the Property, as prepared by a qualified Manitoba Land Surveyor (a "Building Location Certificate"), or a zoning memorandum issued by the municipality in relation to the Property (a "Zoning Memorandum") to the Mortgagee for its purposes.
4. Lawyers have advised me further as to the importance and various benefits of obtaining a Building Location Certificate and a Zoning Memorandum, and in particular:
 - (iii) that, without a Building Location Certificate and Zoning Memorandum, my Lawyers cannot certify that the buildings and structures purchased are located within the boundaries of the Property, that the Property is free from encroachments by buildings or structures on adjoining properties, or that the Property complies with applicable zoning regulations; and
 - (iv) that, after the closing of the purchase transaction, I cannot recover damages against the vendor should I later discover that the buildings and structures purchased are not located within the boundaries of the Property, that the Property is subject to encroachments by buildings or structures on adjoining properties, or that the Property does not comply with applicable zoning regulations.

My Lawyers have recommended that I obtain a Building Location Certificate and a Zoning Memorandum to protect my own legal, financial and other interests relating to the Property. I understand that advice of my Lawyers but, nonetheless, I have decided not to obtain a Building Location Certificate or a Zoning Memorandum and I have so instructed my Lawyers. My Lawyers are not responsible or liable for any loss that I suffer because of my decision not to obtain a Building Location Certificate and a Zoning Memorandum for the Property.

5. On closing of the transaction of purchase and mortgage of the Property, the assurances to be given by my Lawyers to the Mortgagee may be broader than the assurances my Lawyers will give to me, and may address matters which could have been verified by me had I obtained a Building Location Certificate and a Zoning Memorandum.

I have read over this document carefully before signing it, I understand its meaning, and I sign this document voluntarily.

DATED at _____, Manitoba this _____ day of _____, 20__

_____)
Witness

_____)
Signature of Purchaser