

## PURCHASER'S ACKNOWLEDGEMENT & AUTHORIZATION

**TO:** The law firm of \_\_\_\_\_ (the "Firm")

**FROM:** Brett Kline and Clara Kline (the "Purchaser")

**RE:** Brett Kline and Clara Kline (hereinafter collectively referred to as the "Purchaser") purchase from Peter Puck and Paula Puck (hereinafter collectively called the "Vendor") of Unit 8, Level 15, Metropolitan Toronto Condominium Corporation No. 879, municipally known as 1131 Steeles Ave W., PH 208, City of Toronto (the "Real Property")  
Closing Date: \_\_\_\_\_  
File Number: \_\_\_\_\_

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We, the undersigned hereby expressly acknowledge and confirm each of the following matters which were reviewed with the Firm prior to closing:

1. The undersigned have retained the Firm in writing to complete the above-captioned transaction on our behalf.
2. The Firm has advised the undersigned that unless specifically authorized by us, the Firm will not be providing any opinion as to the status of the Real Property's compliance with relevant zoning and building by-laws which would be our sole responsibility to verify. We confirm that we did not so authorize the Firm in respect of the above-noted transaction.
3. The Firm is hereby authorized to complete the above-noted transaction, in escrow, if the transaction cannot be completed (and title transferred) in the ordinary course by the scheduled closing date set forth in agreement of purchase and sale entered into between the Purchaser and the Vendor (the "Purchase Agreement")
4. The Firm is hereby authorized to accept the Vendor's solicitor's personal undertaking to discharge any outstanding mortgages or encumbrances registered on title to the Real Property which are not being assumed by the Purchaser in accordance with the provisions of the Purchase Agreement, as soon as possible after the closing date, if such discharges are not available in registrable form on or before closing.
5. The Firm was instructed by the undersigned that the Purchaser wishes to take title to the Real Property as follows:

**Full Name**

KLIN, Brett  
KLIN, Clara  
as joint tenants

**Birthdate**

March 5, 1978  
August 15, 1977

**Address for Service**

1131 Steeles Ave W. PH 208  
Toronto, Ontario  
M2R 3W8

after having been advised by the Firm that the difference between taking title as joint tenants and as tenants-in-common is that upon the death of a joint tenant, the deceased joint tenant's interest in the Real Property automatically passes to the surviving joint tenants(s), regardless of the terms of the Will of the deceased joint tenant to the contrary, whereas upon the death of a tenant-in-common, the deceased tenant-in-common's interest in the Real Property passes to his/her estate.

6. The Firm has also advised that it will not be opining on the following matters:
  - a) as to the status of the Real Property's compliance with relevant zoning and building by-laws;
  - b) whether such zoning is in conformity with the official plan of the local municipality;
  - c) whether our intended use of the Real Property would be permitted under the applicable zoning and building by-laws; or
  - d) whether there are any municipal restrictions (whether currently enacted or otherwise contemplated by the municipality) which could impact upon or preclude our intended use of the Real Property.
7. The Firm has advised the Undersigned of the various options available to protect our interest regarding title to the Real Property and has reviewed the respective advantages and disadvantages of obtaining title insurance versus obtaining a lawyer's opinion on title. We are aware that title insurance is not mandatory, and that we are free to select either option to protect our interest under

the above-noted transaction. We have instructed the Firm to use (insert name of title insurer) to protect our ownership interest arising from the purchase of the Real Property.

8. The Firm has reviewed in detail the items contained in the Statement of Adjustments attached hereto dated July 2, 2008, and we acknowledge and confirm the figures contained therein.
9. The firm has received a copy of the Status Certificate provided by the management company as agents for and on behalf of Metropolitan Toronto Condominium Corporation No. 879, and has fully reviewed same with the undersigned.
10. The Firm has reviewed the attached Tax Certificate issued by the City of Toronto and the undersigned acknowledges that all installments due after closing are our responsibility to pay.
11. The Firm has advised that registered title to the Real Property is subject to the following:
  - a) The condominium declaration and by-laws, which were contained in the disclosure package you received with the status certificate.

NOTWITHSTANDING the foregoing, the undersigned hereby authorize and instruct the Firm to complete the above-noted transaction on the undersigned's behalf, and absolves the Firm from any liability which may arise as a result of the foregoing.

**DATED** at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2008.

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Brett Kline

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Clara Kline