

**ACKNOWLEDGEMENT/ DIRECTION AND  
GUARANTEE**

**(This form is only required for electronic registration of documents)**

[Insert [CIBC MORTGAGES INC.] or [CANADIAN IMPERIAL BANK OF  
COMMERCE] as applicable and delete the other entity.]

TO: [CIBC MORTGAGES INC.] or [CANADIAN IMPERIAL BANK OF COMMERCE]

AND TO: \_\_\_\_\_  
(solicitor's name & address)

RE: \_\_\_\_\_  
(insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out below and that this information is complete and accurate;
- You are authorized and directed to register a valid first charge/mortgage hereafter the "charge", in favour of [CIBC Mortgages Inc.] or [Canadian Imperial Bank of Commerce] and I/we shall be bound by the terms of such,
- The effect of the electronically registered documents described in this Acknowledgement / Direction and Guarantee have been fully explained to me/us and I/we understand that I/we are parties to and bound by the terms and provisions of these document(s) to the same extent as if I/we had signed these documents; and
- I/We are in fact the parties named in the documents described in this Acknowledgement/ Direction and Guarantee and I/we have not misrepresented our identities to you.

**DESCRIPTION OF CHARGE/MORTGAGE (FOR THE CHARGOR)**

**Property**

**PIN:**

**Description:**

**Address:**

**Chargors(s)**

**Name:**

**Name:**

**Chargee: [ CIBC Mortgages Inc.] or [Canadian Imperial Bank of Commerce]**

<b>Principal:</b>	<b>Interest Rate:</b>	<b>Term:</b>	<b>Principal and Interest Payment:</b>

Dated at: \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2001

Witness: (as to all signatures, if applicable)

\_\_\_\_\_ Chargor (s) signature

\_\_\_\_\_  
Chargor (s) signature

**GUARANTOR'S SECTION**

In return for [CIBC Mortgages Inc.] or [Canadian Imperial Bank of Commerce] having made a loan to the chargor (which in the charge includes the chargor's successors and assigns), each person who signs the charge as guarantor agrees with [CIBC Mortgages Inc.] or [Canadian Imperial Bank of Commerce.] as principal debtor and not as surety, to pay to [CIBC Mortgages Inc.] or [Canadian Imperial Bank of Commerce] the loan amount as and when required by the charge and to observe and perform all other obligations of the chargor under the charge. Each guarantor, if there is more than one, will be jointly and individually liable with the chargor and with each other for complying with all obligations under the charge.

[CIBC Mortgages Inc.] or [Canadian Imperial Bank of Commerce] may at any time and from time to time without the consent of or notice to any guarantor give any extension of time for payment (including renewals), deal with any additional security, give releases or discharges, vary, increase or decrease the interest rate, amend the terms of the charge and generally deal with all matters affecting the charge and the obligations of the chargors without in any way affecting the guarantee or the obligations of any guarantor. [CIBC Mortgages Inc.] or [Canadian Imperial Bank of Commerce] may require payment from any guarantor before [CIBC Mortgages Inc.] or [Canadian Imperial Bank of Commerce] attempts to obtain a payment from the chargor, and all obligations of any guarantor shall also be those of the guarantor's successors or personal representatives, and will not be altered by the bankruptcy of the chargor or any guarantor.

The guarantor acknowledges as follows:

1. The guarantor is in receipt of a copy of the Acknowledgement/Direction and Guarantee and the effect of this document has been fully explained to the guarantor and the guarantor agrees to be bound by the terms and conditions of this document;
2. The guarantor is in fact a party to this document and has not misrepresented his/her identity.

This guarantee is governed by the laws of the Province of Ontario

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2001

Witness: \_\_\_\_\_ (as to all signatures, if applicable)

\_\_\_\_\_  
Guarantor(s) signature

\_\_\_\_\_  
Guarantor(s) signature