

## COMMERCIAL TITLE INSURANCE ORDER FORM (Quebec)

Date: \_\_\_\_\_ Attention: \_\_\_\_\_

Telephone: (866) 235-9152 Fax: (450) 973-4447 Email: [quebec@stewart.com](mailto:quebec@stewart.com)

### FIRM INFORMATION

Notary: \_\_\_\_\_

Contact: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Your File Number: \_\_\_\_\_

Do you prefer documents to be sent by?:

- Fax  
 Email\*

\*The notary acknowledges that they have obtained consent from their clients to have their personal information transmitted over the internet, being a non-secure transmission route. If no selection is made, the confirmation package will be delivered by fax.

Please list the names of any other notary/lawyer involved in this transaction: \_\_\_\_\_

Have you received a quote regarding this transaction?

- Yes  No

If **yes**, please provide the amount received. \_\_\_\_\_

### POLICY INFORMATION

Transaction Type:

- Purchase  
 Refinancing  
 Share Purchase (# of Shares: \_\_\_\_\_)

Closing Date: Hypothec: \_\_\_\_\_ Sale: \_\_\_\_\_

Purchase Price: \$ \_\_\_\_\_

Property Type:

- Commercial (please specify use) : \_\_\_\_\_  
 Commercial Condominium  
 Vacant Land  
 Farm

Interest in Land:

- Full and total ownership  Leasehold  Other : \_\_\_\_\_

Policies Required:

- Owner  Lender  Both

Policy language

- English  French

## OWNER / PROPERTY INFORMATION

Purchaser / Borrower Name(s): (as they will appear in the deeds)

\_\_\_\_\_  
If corporation, please provide name(s) of corporate signing officer(s):

\_\_\_\_\_  
Current Vendor Name(s) : (if a purchase)

\_\_\_\_\_  
If corporation, please provide name(s) of corporate signing officer(s):

\_\_\_\_\_  
Municipal Address of Property to be Insured : (for additional properties, please attach a list of the other properties)

\_\_\_\_\_  
Legal Description of Property to be Insured :

Lot number: \_\_\_\_\_

Cadastre: \_\_\_\_\_

Registration division: \_\_\_\_\_

If a Part of Lot:

Please provide the legal description or the registration number of the last deed containing the correct legal description:

\_\_\_\_\_  
Legal Access to the property (vehicular and pedestrian) is via: \_\_\_\_\_ /  Unknown  
**(over \$10M Transactions)**

## HYPOTHEC INFORMATION

(For additional Lender Policies, please attach a separate page)

(If the hypothec blankets over additional properties, please complete and attach a separate list of the other properties)

Lender's Name: \_\_\_\_\_

Hypothec in favour of the vendor (balance of the sale price)

Hypothec Amount: \$ \_\_\_\_\_

Priority:       1st     2nd     3rd     4th

Loan Reference Number \_\_\_\_\_      Loan to value ratio is 75% or less:     Yes     No

If it is a private lender providing the hypothec:

Term of the loan: \_\_\_\_\_ Interest rate of the loan: \_\_\_\_\_

Is the hypothec being used for the purpose of financing construction/development/ renovations or Is the hypothec securing a construction take out loan?      or

Was there construction/renovation recently completed on the land, Is the property currently under construction and/or has work already been started to facilitate future development (i.e. Architect drawings, engineering plans, layout plans)?

Yes     No

**If yes**, is coverage for legal hypothecs of persons having taken part in the construction or renovation of an immovable required? (lender only; please note that this coverage is not available for private lenders and for the initial financing of condominium development projects)

Yes     No (An exception to this effect shall appear in Schedule B of the policy)

Is the hypothec being advanced in stages?     Yes     No

Do you want the Post Date of Policy Super Priority Lien Endorsement\* (additional premium applies)?

Yes  No

If yes, please answer the following:

Are there any governmental liens registered on title?

Yes  No

- a) If "NO" Is the borrower in arrears of any payments of PST/QST (or similar tax) or governmental source deductions?  Yes  No  Unknown
- b) For private lender commercial – if the answer to (a) above was "No" or "Unknown": Have you (or will you prior to closing ) obtained a statutory declaration from the borrower confirming that all PST/QST (or similar tax) or governmental source deductions are paid to date?  Yes  No

\*The Post Date of Policy Super Priority Lien Endorsement is not available for vendor take-back mortgages (VTB) or commercial private lenders that are not 1<sup>st</sup> or 2<sup>nd</sup> priority. For commercial private lenders, a borrower statutory declaration confirming remittances are current will be required.

## TITLE SEARCH RESULTS

How long has the borrower and/or Vendor owned the property? \_\_\_\_\_

In your opinion, are there any adverse matters affecting title?  Yes  No

If yes, please explain:

Have agreements, restrictive covenants and conditions been complied with?  Yes  No  None found on title  
**(over \$10M Transactions)**

Existing Hypothecs:

- No Existing Hypothecs on Title
- To Be Discharged (please specify below which hypothecs are being reimbursed and discharged with the proceeds of the present transaction)

Registration Number	Registration Date	Type of hypothec
_____	_____	_____
_____	_____	_____
_____	_____	_____

Remaining on Title (please list the details below, and add a separate sheet if required)

Lender: \_\_\_\_\_

Registration date: \_\_\_\_\_

Hypothec amount: \$ \_\_\_\_\_

Registration number: \_\_\_\_\_

Priority:  1st  2nd  3rd Is it reimbursed (paid)?  Yes  No

## CERTIFICATE OF LOCATION INFORMATION

Do you have a certificate of location?  Yes (please provide a copy of the certificate of location)  No

If yes, does the certificate of location disclose any defects OR are you aware of any changes made since the date of the certificate of location?  Yes  No

If yes, please explain:

*Regarding the defects disclosed in the certificate of location:*

1. Have the structures existed for more than 2 years?  Yes  No
  2. To your knowledge, have any notices been received or are there any ongoing disputes regarding the defects?  Yes  No
  3. To your knowledge, have any steps been taken or will any steps be taken to correct the defects?  Yes  No
- Is the property contiguous (i.e. there are no gaps between each separate lot)?  Yes  No
- (over \$10M Transactions)**

## OFF-TITLE SEARCH RESULTS

Please refer to our commercial search requirements (available on request or on our website).

### Tax Search Results:

- Paid to date  Arrears to be paid from closing funds  Other (specify): \_\_\_\_\_

Does the legal description describe the same property as that identified on the assessment roll number(s)?

- Yes  No

### Utility Search Results:

- Paid to date  Arrears to be paid from closing funds  Not applicable

Common Expenses and Special Contributions: (if a commercial condominium)

- Paid to date  Arrears to be paid from closing funds  Not required : refinance under \$ 50 million

### Building/Zoning Search:

1. Has a building/zoning search been completed?  Yes  No
2. **If yes**, are the search results clear?  Yes  No

### If you are ordering a policy for the lender and the borrower is a corporation:

- Not applicable
1. Has the corporate borrowing resolution for the borrower has been obtained or will be obtained before closing?  Yes  No
  2. Have you confirmed that the borrower has the authority to enter into this hypothec?  Yes  No

### If the borrower/purchaser and the vendor are corporations:

- Not applicable
1. Have there been any recent changes (within the last 12 months) of any officers/directors?  Yes  No
  2. Has the corporate profile been obtained or will it be obtained before closing (i.e. search at the REQ)?  Yes  No

## ADDITIONAL QUESTIONS

(Please note that additional information or documents may be required in accordance with your answers)

FOR ALL TRANSACTIONS:

1. Will you be obtaining, verifying Canadian/Provincial government issued photo ID of the parties prior to closing and keeping a legible copy in your file?  Yes  No
2. Do you know the vendor? (for a purchase only)  Yes  No
3. Do you know the borrower or the purchaser?  Yes  No
4. Is a real estate broker involved in the present transaction? (for a purchase only)  Yes  No

5. Is a power of attorney/mandate for the vendor (for a purchase) or the borrower (for a refinancing) being used in the present transaction?  Yes  No

**If yes:**

a. Is the power of attorney notarized (not revoked)?  Yes  No

b. Are the remaining proceeds of the sale or refinancing being made payable to anyone OTHER than the mandator?  Yes  No

6. Have there been any transfers of title or discharges of hypothecs registered within the last 6 months of the present transaction?  Yes  No

**If yes**, what was the nature of the transfer or discharge?

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On what date did it occur? \_\_\_\_\_

7. Has another title insurance company refused to issue a title insurance policy for this transaction?  Yes  No

**If yes**, please explain:

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8. Is a Private Lender providing the new hypothec?  Yes  No

9. Is the property hypothec free? (presently no hypothecs on title)  Yes  No

10. Is the property vacant land?  Yes  No

11. Is the transfer between connected persons, between persons of the same family, between spouses, between co-owners, between legatees of a succession, between a trustee to a beneficiary or between a legal person to its directors?  Yes  No

**For a purchase**

1. Will the money serving for the purchase transaction transit in your trust account?  Yes  No

2. Is any part or all of the proceeds of the sale paid to a party other than the vendor or to pay the reimbursement of the existing loan, notary fees, brokerage fees, land surveyor fees, public utility cost arrears or municipal and school tax arrears?  Yes  No

**If yes**, please explain:

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**For a Refinance:**

1. Are the proceeds of the refinancing being made payable to anyone OTHER than an existing lender or to the borrower(s) directly?  Yes  No

2. **If yes**, will the proceeds be used to pay municipal/school taxes, utility fees, a mortgage broker for brokerage fees, a notary/lawyer for legal fees, the owner, a creditor on title, a borrower non-owner that is a spouse, child or parent of the owner or a credit card company for credit cards in the name of the owner or a borrower non-owner that is a spouse, child or parent of the owner.  Yes  No

**If no**, please list all other parties to whom sums are being made payable to:

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Note: If the Report on Title below is not signed by the notary at the time the present order form is submitted, a separate Report on Title to be signed will be provided with your confirmation package.

REPORT ON TITLE: I have investigated title to the insured land in the manner prescribed by la Chambre des notaires du Québec, excluding, however, those searches not required by Stewart Title Guaranty Company; and in my opinion, in so far as that investigation revealed each named insured will obtain, upon registration of the transfer/deed and/or mortgage, a good marketable interest in the insured land referred to in Schedule "A" of the Policy. I also confirm the following:

1. I will comply with any and all requirements of the hypothec lender as set out in its Instructions to notary prior to funding.
2. I have disclosed all title matters which would otherwise qualify my opinion on title;
3. I will advise Stewart Title of any additional registrations or matters affecting title, changes to the status of the property and/or the insured's interest prior to closing;
4. I will advise Stewart Title of any changes in the Scheduled Closing Date;
5. I will disclose all the standard Exclusions referred to in the Policy and the Exceptions and Coverages set out in Schedule "B" to the purchaser and/or the lender as applicable.
6. I will forward the document entitled Title Insurance for Homeowners- Key information when you are purchasing a home" with the covering note to the purchaser and the title insurance policy (s) to the purchaser and/or the lender as applicable.

Stewart Title Guaranty Company waives any rights of subrogation it may have against me in respect of any and all of the foregoing and I shall be liable to Stewart Title Guaranty Company for any loss resulting from my intentional act or omission or gross negligence and/or any fraudulent act or omission by me.

Whenever possible, Stewart Title requires policies be ordered prior to closing.

PLEASE NOTE that Stewart Title reserves the right to refuse to issue policies that are ordered **after** closing.

Signed on the \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_\_

Notary Signature: \_\_\_\_\_

Stewart Title is committed to protecting the privacy and personal information of those insured under Stewart Title policies. The information provided about them is kept confidential and used for the purposes set out in our privacy policy, including but not limited to, the underwriting and issuing of policies and administering of claims. For a copy of our complete privacy policy, please visit our website at [www.stewart.ca](http://www.stewart.ca), or contact our Privacy Officer at 1 888 667-5151.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Stewart Title Guaranty Company's insurance business in Canada.