

October 31, 2024

Fernando Gonzalez

By email: gofernando83@gmail.com adambarrieau@hotmail.com

Dear Fernando & Adam:

Re: Engagement for Legal Services
Gonzalez/Barrieau p/f Torrinha/Torrinha - 100 Brockville St. Smith Falls, ON
Our File Number 6881

Thank you for choosing us to assist you with the transaction in subject. The purpose of this letter of engagement is to outline the nature of the engagement and our respective responsibilities and expectations in this matter.

1. *Incorporation by reference*

The [Cardinal Law Standard Terms of Engagement](#) form integral part and are incorporated by reference in this letter of engagement.

LAWYER & CLIENT OBLIGATIONS

2. *Lawyer & Law Clerk*

The legal services will be performed by the lawyer in charge of your matter or by a paralegal, legal assistant and/or student under the direct supervision of the lawyer.

3. *Client Responsibilities*

By signing this engagement letter, you agree to adhere to the terms of this letter, promptly provide us all requested information and documents, collaborate with us to resolve any issues that may arise, honor any scheduled meeting or phone calls, return phone calls or other correspondence within a reasonable time, update us throughout the matter as you receive new information, immediately advise of any change in your address, phone number, email or other personal information, advise us of extended periods of time where you will be unavailable and accurately and fully disclose all relevant facts to us in a timely manner.

For the sale of newly built properties, where required, you must register online with Tarion, respect their deadlines, promptly pay any fees and provide us with the required information when requested.

Failure to do so could result in additional costs added to your invoice and, in extreme cases, our terminating this engagement.

4. Scope of Engagement

The scope of this engagement is limited to the standard steps typically expected to be required in this type of transaction. These services include completing the following:

Purchase matter - reviewing the existing agreement of purchase and sale, performing a sub-search of title, preparing and reviewing documents, communicating with the various parties, satisfying all mortgage instructions, ordering a title insurance policy, escrowing funds, documents and keys and representing you at closing.

Sale matter - reviewing the existing agreement of purchase and sale, performing a sub-search of title, preparing and reviewing documents, communicating with the various parties, escrowing funds, documents and keys, paying out **one** existing mortgage or lien and representing you at closing.

Refinancing matter - reviewing the mortgage instructions, performing a sub-search of title, preparing and reviewing documents, communicating with the lender, escrowing funds and documents, paying out **one** existing mortgage or lien and representing you at closing. A mortgage or refinance transaction does not include the registration of a transfer, which will be subject to additional fees.

This engagement does not include any other transactions, additional payouts or any lien discharges, construction mortgage holdbacks or additional disbursements, governmental approvals, disputes with the other party arising from the transaction such as failure by the seller to provide vacant possession, litigation, executions, making or receiving a time of essence notice, negotiations affecting the price or repairs, notices to cease or to terminate tenancies, preparation of a use and occupancy agreement or Power of Attorney, survivorship applications, transmissions by personal representative (probate), registration in the registry system (as opposed to the land titles system) meetings outside of the office, separate meetings for multiple clients rescheduling of the closing date or other amendment to the terms of the Agreement of Purchase and Sale or mortgage instructions, holdback of funds, unusual title problems, landlord and tenant issues, coordinating independent legal advice for any party, difficulties related to complex mortgage instructions or other mortgage complications or any other items requiring extraordinary amounts of time and effort.

If any of these additional services are required to complete the closing of the transaction, you authorize us to proceed with such services ourselves or to retain the services of another lawyer or paralegal if required, at your expense, which shall be in addition to the fee quoted in this letter.

Visit our [Services Menu webpage](#) for our current hourly rates and a list of set fees for specific services. Please use CLPCMenu as the password to access the page.

We may also increase our fee if we encounter unusual difficulties or delays in communicating with you or obtaining documents and information from you (including identification, void cheque or insurance information) or any third party, if you require a signing meeting outside of regular hours (some late hours are offered) or if you require separate meetings for multiple parties.

After this matter is completed, this engagement will end and we will have no further obligation to provide legal services to you unless we both agree in writing. As such, if there are any later legal developments arising from your matter, such as disputes with the other party related to the closing, title insurance claims or changes in the applicable laws or regulations, you will have to engage us again, at additional cost, to advise and act on such developments.

5. Multiple Representation

If you have asked that Cardinal Law represent multiple parties in this transaction (for example, if two people are selling a property they both own), you understand that we cannot treat any information received from one party as confidential from the other parties and if a conflict were to arise between the parties that cannot be resolved, we may have to withdraw from the transaction completely. We recommend that each person obtains independent legal advice in this matter.

Your execution of the Letter of Engagement represents your express consent to us representing all parties jointly. If this matter involves a mortgage or a loan from an institution, you acknowledge that we are also jointly acting for the lender and you expressly consent to us acting in this capacity.

Throughout the course of this matter, we will accept instruction from any party we represent and shall be authorized to act upon such instructions unless told otherwise.

For more details on representing multiple parties in a matter, please refer to the [Cardinal Law Standard Terms of Engagement](#).

FEES & BILLING

6. Fees

We are transitioning to an all-in pricing model so that you can have complete cost certainty. No more paying for things like photocopies, faxes or anything of the sort. Your all-in price, inclusive of all disbursements (such as title insurance, government fees, software license fees, etc.) is \$2,789.24 + HST.

Should the transaction not close for any reason, we will invoice you proportionately for the work completed prior to being instructed not to proceed with the closing.

7. Disbursements

Any expense incurred in the course of providing services to you will be added to your account, such as search costs, registration costs, software fees, transaction levy surcharges, etc. The actual expenses incurred depend on the services that we provide to you.

Expense items incurred on your behalf will be itemized separately on our account statements. We will advance these expenses and defer billing you for them until the conclusion of your transaction or upon termination of this engagement, whichever occurs first. If your transaction is delayed for an extended period of time, we reserve the right to issue an interim account for services provided and expenses incurred up to the date of such account.

If we incur additional expenses after closing or termination or omit to include any expense in the original account, a supplementary account will be issued at a later date.

8. Quick Closings

A quick closing (within 2 weeks), is especially risky, as searches may have to be conducted on a rush basis. Should there be issues revealed by searches made by the purchaser(s), we will need time to address them prior to closing. If there is not enough time to do so, it may delay the closing or defeat the transaction altogether.

Quick closings may cause unusual difficulties and/or higher expenses.

9. Payment of Accounts

The total amount owing for all fees and disbursements will be due in full upon closing of your transaction. If your transaction does not close, you will be billed for the services performed and the expenses that incurred up to that point.

For details of interest, fees, costs and NSF charges as well as enforcement terms may be found in the [Cardinal Law Standard Terms of Engagement](#).

GENERAL TERMS

10. Entire Agreement

This letter of engagement, together with the [Cardinal Law Standard Terms of Engagement](#), constitutes the sole and entire agreement between us with respect to our services in this matter and supersedes all prior understandings, agreements, representations, and warranties, both written and oral, with respect to the matter.

11. Choice of Law and Forum

This Letter of Engagement, and all questions relating to its validity, interpretation, performance, and enforcement, is governed by Ontario law without regard to its principles of conflicts of law.

In the event that a dispute arises between us, all such matters shall be resolved by a court. You agree that the courts of the City of Cornwall, in the Province of Ontario, shall be the exclusive forums for litigation concerning this Letter of Engagement or any aspect of our engagement. You consent to personal jurisdiction in such courts as well as service of process by notice sent by email or regular mail to the address last provided to us and/or by any means authorized by Ontario Law.

12. Electronic Signatures and Electronic Delivery

You agree that your electronic signatures on this letter have the same force and effect as written signatures. Delivery of an executed copy of this letter by email constitutes valid and effective delivery.

Please review this letter as well as the [Cardinal Law Standard Terms of Engagement](#) carefully and refer to our [FAQ in real estate transactions](#) for any questions you may have.

If you still have any questions or concerns, please feel free to contact us.

We appreciate the opportunity to be of service to you and look forward to working with you.

Best regards,

CARDINAL LAW PROFESSIONAL CORPORATION

Per:



Michelle Kaye
COO

I/We agree to the terms of this Letter of Engagement, as evidenced by my/our signature below.

Luis Fernando Gonzalez
Luis Fernando Gonzalez (Oct 31, 2024 18:19 EDT)

Fernando Gonzalez

Adam Barrieau