

Conflict Letter

Date: _____

To: ATB Financial

Attention: _____

Dear _____ :

RE: Mortgage Financing of:

Legal Description: Plan _____ Block _____ Lot _____

Civic Address: _____ , _____ , Alberta

Purchasers: _____

Mortgagee(s): _____

Loan/Line of Credit _____

Application No.: _____

Closing Date: _____

Possession Date: _____

Thank you for your instructions to act for you in connection with the loan/line of credit described above. As you know, we have also received instructions from the Purchasers, _____, to represent them on the purchase of the property for which ATB Financial has provided financing through a loan/line of credit.

We would like to explain the rules that must apply in such cases. The first two come from the Law Society of Alberta and are designed to protect the public in cases where a lawyer represents two or more parties to a transaction:

1. If an unresolved conflict arises between you and the Purchasers, each of you will have to get advice completely independently and we will have to withdraw from acting at all in the matter.
2. We have to be free to pass any information given by each client to the other.

To avoid conflict and in accordance with the Requirements of the ATB Financial Legal Representation Policy and as agreed by the Purchasers, we shall not represent the Purchasers at all in the negotiating with ATB Financial on any aspects of the loan/line of credit transaction.

For the loan/line of credit transaction itself, we will only be representing ATB Financial.

We will represent the Purchaser on the purchase and attend on signing of the loan/line of credit documents but we will represent ATB Financial solely on the placement of the mortgage and with respect to Consumer Protection Act disclosure. If circumstances arise in respect to the property or the closing of the transaction that will become a conflict between ATB Financial and the Purchaser and which cannot be resolved, we will withdraw from acting for both you and ATB Financial and direct both parties to new solicitors.

We confirm that we have no prior or existing business relationships with any third party involved in the transaction that could affect our independence or conflict with the interest of either the Purchaser or the lender.

As mentioned, these rules are designed to protect those parties to a transaction dealing with a lawyer acting for more than one party and we hope you find them acceptable. If you have any difficulty with them, or if you would prefer to instruct separate solicitors to act on your behalf, please contact us as soon as possible so that we can make suitable arrangements.

If this arrangement is acceptable to you, please sign the acknowledgement on a copy of this letter and return it to us. We confirm that we have received a similar acknowledgement from the Purchasers.

Yours truly,

I acknowledge receipt of the above and confirm our acceptance of the understanding above expressed.

ATB Financial

Per: _____