



*Total Account Estimate From
Lopatka Law*

Philip L. Lopatka Professional Corporation
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Purchaser[s]: <purchasers>
Vendor[s]: <vendors>
Property: <legaldescription>
<municipaladdress>
Adjustment / Closing Date: <closingdate>
Date: <date>
File No.: <fileno>
Lender[s]: <lender>

Estimate Builder

Total Account Estimate
[Projected Total Fees and Disbursements]

\$ -

Particulars of Fees, Disbursements, Other Charges, G.S.T. and Services

1. Lopatka Law Competitive Flat Fee [Exclusive of G.S.T.]

Flat Fee Services	Flat Fees	Applicable Fee	Total
Purchase and Mortgage **	\$ 799.00	\$	-
Purchase [Cash]**	\$ 699.00	\$	-
Mortgage Refinance with Mortgage Payout**	\$ 699.00	\$	-
Mortgage Refinance no Mortgage Payout**	\$ 599.00	\$	-
Draw Mortgage Advances [each draw]**	\$ 99.00	\$	-
Sale**	\$ 699.00	\$	-
Transfer of Land**	\$ 199.00	\$	-
Discharge of Mortgage**	\$ 149.00	\$	-
Contract Review or Amendment** [Residential Resale Only - BEFORE Signing or condition removal]	\$ 199.00	\$	-
Contract Re-Write /Preparation [Residential Re-sale Only]**	\$ 399.00	\$	-
Additional Fees† [variable]**	\$ -	\$	-
Additional Fee - Rush [less than 1 week]**	\$ 199.00	\$	-
Additional Fee - Private or Non-Retail Lender**	\$ 199.00	\$	-
Additional Fee - First Time HomeBuyers Mortgage**	\$ 199.00	\$	-
Additional Fee - Bridge Financing**	\$ 199.00	\$	-
Additional Fee - Creditor Payouts [per payout]	\$ 49.00	\$	-
Total Fees [excl. G.S.T.]			\$ -

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2. Disbursements

No applicable G.S.T. Disbursements

Land Titles Office Registration Fees	Cost	# Required	Total
Transfer of Land - Varies [\$50.00 plus \$2 per \$5,000 of purchase price]	\$ -		\$ -
Transfer of Land - Extra Title Fee [\$15.00 per extra title]	\$ 15.00		\$ -
Mortgage - Varies [\$50.00 plus \$1.50 per \$5,000 of mortgage principal amount]	\$ -		\$ -
Mortgage - Extra Title Fee [\$5.00 per extra title]	\$ 5.00		\$ -
First Time Home Buyer Incentive Mortgage - Varies [\$50.00 plus \$1.50 per \$5,000 of mortgage principal amount]	\$ -		\$ -
First Time Home Buyer Incentive Mortgage - Extra Title Fee	\$ 5.00		\$ -
Registration Extra Title Fee [\$5.00 per extra title]	\$ 5.00		\$ -
Caveat Registration Fee	\$ 35.00		\$ -
Discharge Fee [per document or title]	\$ 10.00		\$ -
Land Titles Office Search Fees			
Preliminary Title Search Fee	\$ 10.00		\$ -
Registrations on Title + Condominium Additional Sheet	\$ 10.00		\$ -
Closing Title Search Fee	\$ 10.00		\$ -
Confirmation of Discharges Title Search Fee	\$ 10.00		\$ -
City of Edmonton Tax Search Fees			
City of Edmonton - Online Tax Search Fee	\$ 18.00		\$ -
City of Edmonton - Staff Assisted Tax Search Fee	\$ 22.50		\$ -
City of Edmonton - Online Tax Certificate	\$ 34.50		\$ -
City of Edmonton - Staff Assisted Tax Certificate	\$ 45.50		\$ -
City of Edmonton - Other Property Information Fee	\$ 17.00		\$ -
City of Edmonton - Condo Corp Tax Information Fee	\$ 17.00		\$ -
City of Edmonton - Accessory Unit Search Fee	\$ 18.00		\$ -
City of Edmonton - New Account Search Fee	\$ 17.00		\$ -
City of Edmonton - Local Improvement Search Fee	\$ 25.50		\$ -
Tax Search Fees			
Other Municipality [Variable - \$25 to \$50]	\$ 35.00		\$ -
Other Alberta Government Search Fees			
Alberta Personal Property Registries Search	\$ 3.00		\$ -
Alberta Corporate Registries Search Fee	\$ 5.00		\$ -
Title Insurance Fees [if required]			
Title Insurance Premium [varies]	\$ -		\$ -
City of Edmonton Municipal Compliance Fees			
Municipal Compliance Fee [Residential: \$136 Regular / \$269 Express / Commercial: \$281 Regular / \$560 Express] PLUS \$25 Pickup or Mailout Fee	\$ -		\$ -
Other: <> [variable]	\$ -		\$ -
Total Non- GST Disbursements [excl. G.S.T.]			\$ -

G.S.T. Applicable Disbursements

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Condominium Document Fee [Varies - Charged by Condominium Corporation / Management Company]	\$ -	\$ -
Real Property Report [Varies - Charged by Surveyor]	\$ -	\$ -
Courier To/From Land Titles Registry Agent	\$ 12.00	\$ -
Courier To/From Bank / Lender [varies]	\$ 12.00	\$ -
Courier To/From Other Lawyer [varies]	\$ 12.00	\$ -
Courier To Municipality Tax Payout [varies]	\$ 12.00	\$ -
Courier To/From Bank for Direct Deposit [varies]	\$ 12.00	\$ -
Courier To/From Condominium Corp [varies]	\$ 12.00	\$ -
Registry Agent Charges - Land Titles [Estimated]	\$ 10.00	\$ -
Registry Agent Charges - Personal Property Registry [Estimated]	\$ 6.00	\$ -
Registry Agent Charges - Corporate Registry [Estimated]	\$ 10.00	\$ -
Purchase and Mortgage, and Mortgage Refinance - Other Charges + Office file administrative costs [postage, fax, telephone (long distance), photocopy etc.]	\$ 65.00	\$ -
Sale - Other Charges + Office file administrative costs [postage, fax, telephone (long distance), photocopy etc.]	\$ 50.00	\$ -
Transfer + Mortgage Discharge - Other Charges + Office file	\$ 35.00	\$ -
Other: <> [variable]	\$ -	\$ -
Total GST Disbursements [excl. G.S.T.]		\$ -

3. G.S.T.

		Total
Total Fees [Exclusive of G.S.T.]	\$ -	\$ -
Total Disbursements [Exclusive of G.S.T. Applicable]	\$ -	\$ -
Total G.S.T.	\$ -	\$ -

Projected Total Fees and Disbursements

\$ -

** PARTICULARS OF SERVICES (SALE)

To all services rendered to you in this matter, including the following: Receipt of instructions; Review Offer to Purchase and Interim Agreement/Real Estate Purchase Contract [AFTER CONDITION REMOVAL]; Land Titles Office searches to ascertain what instruments, if any, are registered against title; Search at the municipality for municipal taxes outstanding against the subject property; Prepare Statement of Adjustments, and prepare other documents required to complete the transaction, including the Transfer of Land; Attend upon execution of documents; Provide documents in trust to the solicitor for the Purchaser on trust conditions for payment of funds required to close the transaction; Receive and disburse trust funds in accordance with instructions and trust conditions; Obtain and register discharges respecting encumbrances as may be required [subject to additional fees for discharges of registrations]; Report on the registration of documents, as required, and account with respect to trust funds received and disbursed; The foregoing includes one half hour meeting or telephone call to review and execute documents and additional charges may apply at our standard hourly rate after the first half hour. Subject to the terms and conditions and as more particularly set forth in our standard retainer letter in the matter. This limited retainer flat fee is not applicable for multi-unit residential properties or transactions involving multiple properties.

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**** PARTICULARS OF SERVICES (PURCHASE AND MORTGAGE) (CASH PURCHASE)**

To all services rendered to you in this matter, including the following: Receipt of instructions Review Offer to Purchase and Interim Agreement/Real Estate Purchase Contract; Land Titles Office searches to ascertain what instruments, if any, are registered against title; To take steps or make arrangements to ensure that title will be subject only to those encumbrances and/or registrations against title which the Purchaser has agreed to assume, if any, according to the Real Estate Purchase Contract / Offer to Purchase and Interim Agreement; Search at the municipality for municipal taxes outstanding against the subject property, and obtain a tax certificate; Ascertain whether the Vendor is a non-resident of Canada within the meaning of Section 116(5) of the Income Tax Act (Canada); Review and advise on documents provided to us in trust by the Vendor; Review the Statement of Adjustments to confirm calculation of proper adjustments; Attend upon execution of documents, including attendance upon execution of new mortgage documents or mortgage assumption documents, if any; Attend to registration of documents at Land Titles Office as required; Receive and disburse trust funds in accordance with instructions and trust conditions; Report on the registration of documents, and account with respect to receipt and disbursement of trust funds; Attend to matters necessary and incidental to the foregoing, although not specifically mentioned; if there is a new mortgage to be registered, we provide services as required to perform instructions received from the Mortgagee. The foregoing includes one half hour meeting or telephone call to review and execute documents and additional charges may apply at our standard hourly rate after the first half hour. Subject to the terms and conditions and as more particularly set forth in our standard retainer letter in the matter. This limited retainer flat fee is not applicable for multi-unit residential properties or transactions involving multiple properties..

**** PARTICULARS OF SERVICES (REFINANCE - MORTGAGE ONLY)**

To all services rendered to you in this matter, including the following: Receipt of instructions from Mortgage-Loan Lender; Land Titles Office searches to ascertain what instruments, if any, are registered against title; To take steps or make arrangements to ensure that title will be subject only to those encumbrances and/or registrations against title in accordance with our instructions; Search at the municipality for municipal taxes outstanding against the subject property; Attend to performance of instructions received from the Mortgagee; Preparation of mortgage document at a time; Attend upon execution of documents, including attendance upon execution of new mortgage documents or mortgage assumption documents, if any; Attend to registration of documents at Land Titles Office as required; Obtain and register discharges respecting encumbrances as may be required [subject to additional fees for discharge of registrations]; Receive and disburse trust funds in accordance with instructions and trust conditions; Report on the registration of documents, and account with respect to receipt and disbursement of trust funds; Attend to matters necessary and incidental to the foregoing, although not specifically mentioned. The foregoing includes one half hour meeting or telephone call to review and execute documents and additional charges may apply at our standard hourly rate after the first half hour. Subject to the terms and conditions and as more particularly set forth in our standard retainer letter in the matter. This limited retainer flat fee service is for single family dwelling residential units only.

**** Particulars of Service for Contract Review [BEFORE signing or Condition Removal]**

Contract Review BEFORE condition of conditions: is a limited retainer [subject to our standard limited retainer terms and conditions - contact us for details] and includes a review of a contract and a half hour meeting or telephone call to review the contract. You will remain responsible for and in control of your matter and interests at all times, including being responsible for understanding the issues, resolution options, potential consequences of those resolution options and consequences, removal of condition precedents, payment of deposits, receipt of the deposits into trust, negotiation of terms, amendments and modifications to the contract, due diligence, conveyancing, providing notice under the contract and any and all other matters respecting or relating to the Contract and the property including but not limited to performing the contract, complying with the terms of the contract and the conveyancing. We will not make any independent investigations other than as expressly agreed to and will rely upon your limited disclosure of the facts and circumstances. Additional charges may apply for services provided beyond the scope of a limited retainer for a contract review. This limited retainer flat fee service is for the resale of existing single residential units only (not multi-family or any use other than residential), and does NOT include contracts providing for the construction of all or part of the property, draw mortgages, new homes, new condominium units where construction or the construction of the condominium complex is not complete. Additional charges may apply. After the first half hour, our standard hourly rate is applicable thereafter. Additional charges may apply for new residential construction purchase, construction contracts, rent-to-own contracts, agreement to sell [no transfer of title on closing], vendor take back mortgages, and multi-unit transactions.

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**** Particulars of Service for Contract Re-Write and Preparation**

Contract preparation is a limited retainer [subject to our standard limited retainer terms and conditions - contact us for details] and includes a half hour initial intake telephone call or meeting, use of our standard form of contract [additional charges apply for amendments, revisions and deviating from the same], and a half hour meeting or telephone call to review the contract. You will remain responsible for and in control of your matter and interests at all times, including being responsible for understanding the issues, resolution options, potential consequences of those resolution options and consequences, removal of condition precedents, payment of deposits, receipt of the deposits into trust, negotiation of terms, amendments and modifications to the contract, due diligence, conveyancing, providing notice under the contract and any and all other matters respecting or relating to the Contract and the property including but not limited to performing the contract, complying with the terms of the contract and the conveyancing. We will not make any independent investigations other than as expressly agreed to and will rely upon your limited disclosure of the facts and circumstances. Additional charges may apply for services provided beyond the scope of a limited retainer for a contract review. This limited retainer flat fee service is for the resale of existing single residential units only [not multi-family or any use other than residential], and does NOT include contracts providing for the construction of all or part of the property, draw mortgages, new homes, new condominium units where construction or the construction of the condominium complex is not complete. Additional charges may apply. After the first half hour, our standard hourly rate is applicable thereafter. Additional charges may apply for new residential construction purchase, construction contracts, rent-to-own contracts, agreement to sell [no transfer of title on closing], vendor take back mortgages, and multi-unit transactions.

**** Particulars of Service for Transfer of Land.** Services include only: 1. Preparation of Transfer of Land in accordance with Contract [strongly recommended] and/or instructions you provide to us; 2. Submission of the Transfer of Land to Land Titles Office; and 3. Providing you with confirmation of registration upon our receipt. The services do not include any conveyancing services [except for preparation of a transfer of land, registration and reporting to you upon registration] and without limitation does not include: our attending to any discharges against title to the lands respecting the transaction; release of any covenants, obligations or liabilities respecting or related to the lands registered or unregistered; receipt or disbursement of trust funds except for retainer respecting our account. We will act for only the Transferor or Transferee, NOT jointly for both with the other party required to get independent legal advice or representation. You will remain responsible for and in control of your matter and interests at all times, including being responsible for understanding the issues, resolution options, potential consequences of those resolution options and consequences, removal of condition precedents, payment of and receipt of any and all amounts respecting the contract and/or transfer, negotiation of terms, amendments and modifications to the contract, due diligence, conveyancing [except for the limited services provided of preparation of the Transfer of Land, submission to Land Titles Office for registration and reporting], providing notice under the contract and any and all other matters respecting or relating to the Contract and the property including without limitation performing the contract, complying with the terms of the contract and any and all other terms or requirements of the conveyancing, any and all tax matters including but not limited the inquiries and applicability and compliance and assurance respecting or related to the Excise Tax Act [G.S.T.] and the Income Tax Act including without limitation residency requirements set forth in s. 116, adjustment of any and all amounts paying or related to the property, insurance, pre-existing registrations on title to the lands, registered or unregistered interests in and to the land being transferred, receipt of assurances and compliance with the Land Titles Act s. 170 including a purchaser making all reasonable efforts to confirm the transferor or mortgagor is the registered owner of the land failing which title to the lands and the transaction is subject to revision, valid objection, forfeiture or annulment, or compliance with the Agricultural and Recreational Land Ownership Act and Foreign Ownership of Land Regulations and the ownership of the lands by the transferee. We will not make any independent investigations other than as expressly agreed to and will rely upon your limited disclosure of the facts and circumstances. Additional charges may apply for services provided beyond the scope of a limited retainer for a contract review. Subject to the additional terms and conditions set forth in our retainer agreement. Applies only to flat fee service for transfers for existing single residential units only [not multi-family or any use other than residential], Additional charges may apply, and standard hourly rates apply for any additional services. This limited retainer flat fee is not applicable for multi-unit residential properties or transactions involving multiple properties.

**** Particulars of Service for Discharge of Mortgage.** Services include only: 1. Submission of the Discharge of Mortgage provided to us to Land Titles Office; and 2. Providing you with confirmation of registration upon our receipt. The services do not include any conveyancing services and without limitation does not include: our attending to any discharges against title to the lands respecting the transaction; release of any covenants, obligations or liabilities respecting or related to the lands registered or unregistered; receipt or disbursement of trust funds except for retainer respecting our account. We will act for only the Mortgagee or the Mortgagor, NOT jointly for both with the other party required to get independent legal advice or representation. You will remain responsible for and in control of your matter and interests at all times, including being responsible for understanding the issues, resolution options, potential consequences of those resolution options and consequences, removal of condition precedents, payment of and receipt of any and all amounts respecting the contract and/or transfer, negotiation of terms, amendments and modifications to the contract, due diligence, conveyancing [except for the limited services provided for the the submission to Land Titles Office for registration and reporting], providing notice under the contract and any and all other matters respecting or relating to the Contract and the property including without limitation performing the contract, complying with the terms of the contract and any and all other terms or requirements of the conveyancing, any and all tax matters including but not limited the inquiries and applicability and compliance and assurance respecting or related to the Excise Tax Act [G.S.T.] and the Income Tax Act, adjustment of any and all amounts paying or related to the loan, mortgage, mortgage - loan, property, insurance, pre-existing registrations on title to the lands, registered or unregistered interests in and to the land being transferred, receipt of assurances and compliance with the Land Titles Act s. 170 including a purchaser making all reasonable efforts to confirm the transferor or mortgagor is the registered owner of the land failing which title to the lands and the transaction is subject to revision, valid objection, forfeiture or annulment. We will not make any independent investigations other than as expressly agreed to and will rely upon your limited disclosure of the facts and circumstances. Additional charges may apply for services provided beyond the scope of a limited retainer for a contract review. Subject to the additional terms and conditions set forth in our retainer agreement. Applies only to flat fee service for transfers for existing single residential units only [not multi-family or any use other than residential], Additional charges may apply, and standard hourly rates apply for any additional services. This limited retainer flat fee is not applicable for multi-unit residential properties or transactions involving multiple properties..

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† **ADDITIONAL FEES** - Additional fees may be applicable for additional services provided beyond the services included in our flat fee. Common additional service fees provided are: 1. Complications in the transaction shall be billed according to our hourly rate; 2. Title Insurance Matters: No charge for the first half hour our hourly rate thereafter;; 3. Contract Amendment Matters: No charge for the first half hour our hourly rate thereafter; 4. Rush fees if documents are not provided 2 weeks prior to closing [\$199 if provided a week before closing and if provided less than a week before closing an hourly rate will be applied]; 5. Non-retail bank mortgage preparation fee - Due to the additional work and documentation we charge an additional fee as set forth above for the first hour [thereafter at our applicable hourly rate] on any file with a non-retail lender including but not limited to First National Financial, Dominion Lending, Computershare Trust Company of Canada, MCAP, B2B Bank, Radius Financial, RMG Mortgages, Sreer Capital, Equitable Bank, Paradigm Canadian Financial, Paradigm Quest, ICICI Bank of Canada, and any lender(s) coordinated by First Canadian Title or Chicago Title Insurance Company of Canada; 6. Bridge financing fees will be dependent upon the requirements of the bridge financing lender which depending upon the instructions we received from the lender may range from \$199 for a simplified assignment of sale proceeds to our full fee for registering and reporting upon a mortgage and related security to secure the bridge financing; 7. For debt consolidations additional fees will be applicable of \$49 per payout for paying out debts to third party creditors; 8. For draw mortgages additional fees of \$99 per draw for the first first hour [thereafter at our applicable hourly rate]. 9. Additional fees for attending to the CMHC FirstTime HomeBuyer's Incentive Program Shared-Equity Mortgage matters.

Please note as follows:

** The above standardized flat rate fees and account estimate: a. do NOT include G.S.T., disbursements and other charges which all are payable in addition to our fees; b. are effective January 1, 2021 and are subject to change; c. are based upon our standard form of documents, standard services for a standard residential real estate conveyancing transactions with a standard lender; and d. include one half hour meeting to review and execute conveyancing documents. There may be additional fees for additional services depending upon the requirements of your particular transaction and your lender. Additional charges may apply for additional time and non-standard services and documentation required. Additional charges apply to multi-unit residential transactions, new residential construction purchase, construction contracts, rent-to-own contracts, agreement to sell [no transfer of title on closing], vendor take back mortgages, and multi-unit transactions. Requests to meet at a remote location [location other than Lopatka Law] or outside our standard business hours or to have documents signed at a remote location can be accommodated and additional fees may apply. Additional terms and limitations may apply so please can contact us for more details and particulars of the legal services included in our standardized flat rate fees. Please see our estimate builder for some of the additional details, terms and conditions.

Fees are effective January 1, 2021 and are subject to change without any prior notice.

Fees are based upon a routine transaction and the particular services included are subject to change without any prior notice.

Disbursements are costs and expenses incurred by law firms in attending to your transaction and may not vary substantially between law firms.

The listed disbursements are estimates only both in the amount and the disbursements incurred as it will vary depending upon the individual circumstances.

This account estimate is for informational purposes only, does not create a solicitor-client relationship, is not legal advice or professional advice and does not constitute an offer of Lopatka Law to provide legal representation or legal services. If you would like to retain Lopatka Law please contact a lawyer at our firm and we can discuss whether we can represent you or otherwise provide you with legal services and the terms of our retainer should we be able to and agree in writing to represent you.

A solicitor-client relationship will arise between you and our firm only if we expressly agree in writing to act for you. Until we specifically agree to act for you on a matter, you should not provide us with any confidential information or material. You may not receive a response from us to an unsolicited submission and information sent to us via our website, as we review and respond to all such submissions and information if and when we consider it appropriate to do so within our sole and unfettered discretion.

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