

Client: _____ ("I" or "me")	
Olympia Account Type <i>(please specify)</i> : _____	Olympia Account Number: _____ ("my Account")
Borrower/Mortgagor: _____ (the "Borrower")	
Face Value of Mortgage/Hypothec: \$ _____	
Loan Amount: \$ _____ (the "Loan Amount")	
Discount Amount: \$ _____ (the "Discount Amount")	
Prepaid Interest Amount: \$ _____ (the "Prepaid Interest Amount")	
Legal Description of the lands encumbered by the Mortgage/Hypothec: _____ _____ (the "Lands")	
Street Address of Lands: _____	
Mortgage/Hypothec Position: _____	Interest Rate (%): _____
Compounding <i>(if Blended)</i> : _____	Amortization Period <i>(if Blended)</i> : _____
Payment Frequency: _____	Client Payment Amount: \$ _____
First Payment Date <i>(mm/dd/yyyy)</i> : _____	Maturity Date <i>(mm/dd/yyyy)</i> : _____
Pay Mortgage/Hypothec Proceeds To: _____ _____ (the "Recipient")	

Olympia Trust Company ("Olympia") and I are parties to a Declaration of Trust (the "Trust Agreement") which governs my Account. In consideration of Olympia advancing the Loan Amount to the Borrower from my Account and accepting an interest (the "Mortgage Interest") in the mortgage or hypothec (the "Mortgage/Hypothec"), as described above, equal to the Loan Amount as an asset of my Account, I hereby agree to the following terms and conditions and I acknowledge that this Mortgage Investment Direction, Waiver & Indemnity Agreement (the "Agreement") shall constitute an addendum to the Trust Agreement as if the following terms and conditions were set out therein:

1. Upon receipt by Olympia of either: (a) confirmation that the Mortgage/Hypothec has been registered against the Lands in the name of Olympia as to the Mortgage Interest; or (b) an undertaking from the Borrower's legal counsel to register the Mortgage/Hypothec against the Lands in accordance with acceptable practices for such registration in the name of Olympia as to the Mortgage Interest, I hereby direct Olympia to: (y) pay the Recipient from my Account an amount equal to the Loan Amount less the Discount Amount, less the Prepaid Interest Amount and any other adjustment as Olympia may determine to be reasonably necessary; and (z) accept the Mortgage Interest as an asset of my Account.
2. I represent, warrant, acknowledge and covenant to Olympia that:
  - (a) I have taken all action and have full power and authority to enter into this Agreement and this Agreement will not constitute or result in a material violation or breach of any agreement, judgement, or court order by which I am bound;
  - (b) before signing this Agreement, I have been advised to and had the opportunity to seek independent legal, tax, financial or other professional advice with respect to this Agreement and the Mortgage/Hypothec and have carried out such due diligence and made other such enquiries to the extent that I deem necessary and appropriate in making this investment for my Account to determine the suitability of the investment in light of my personal circumstances;
  - (c) it is my sole and entire responsibility, and I have not, cannot and will not look to Olympia or any Trustee Entity for advice as to:
    - (i) if my Account is a Registered Plan Account, whether my investment in the Mortgage/Hypothec is at "Arm's Length" or if I am a "specified shareholder" of the Borrower, as such terms are defined in the Tax Act,
    - (ii) if my Account is a Registered Plan Account, whether my investment in the Mortgage/Hypothec is a "qualified investment" and is not a "prohibited investment," as such terms are defined in the Tax Act, and
    - (iii) whether my investment in the Mortgage/Hypothec is suitable for me given my personal and financial circumstances.

Further, I understand and acknowledge that Olympia does not authorize any Trustee Entity or any other person to make such representations or give such advice on its behalf with respect to the above;

- (d) I am solely responsible for determining the fair market value of the Mortgage Interest and Olympia has no obligation to and does not intend to verify such valuation or independently monitor any changes thereto;

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- (e) if my Account is a Registered Plan Account, I deal at "Arm's Length" with the Borrower and I am not a "specified shareholder" of the Borrower, as such terms are defined by the Tax Act. I undertake to immediately advise Olympia in writing if my status as a "specified shareholder" or dealing with the Borrower at "Arm's Length" changes;
- (f) my investment in the Mortgage/Hypothec complies with all applicable securities laws and regulations;
- (g) I am responsible for:
  - (i) any decision to retain legal counsel with respect to the Mortgage/Hypothec and, if such legal counsel is retained, am responsible for any instructions provided to such legal counsel,
  - (ii) the preparation of all loan and mortgage or hypothec documents relating to the Mortgage/Hypothec,
  - (iii) the filing of all documents required to be filed with the applicable land title registry in order to register the Mortgage/Hypothec,
  - (iv) ensuring that the Mortgage/Hypothec is a valid and properly registered encumbrance against the lands in such repayment priority position as I may determine,
  - (v) any decision to obtain title insurance with respect to the registration of the Mortgage/Hypothec or any actual or potential defect with the Lands and, if such title insurance is obtained, am responsible for ensuring that the amount of such title insurance is sufficient for its intended purpose, and
  - (vi) any decision to obtain a survey of the Lands and, if such survey is obtained, interpreting the results of such survey and determining whether the results of such survey will adversely affect the value of the Lands;
- (h) I am solely responsible for ensuring compliance with all cost of credit and fair-trade disclosure requirements arising with respect to the loan secured by the Mortgage/Hypothec; and
- (i) I will provide Olympia with a copy of any document or documents relating to the Mortgage/Hypothec upon reasonable request by Olympia.

3. I acknowledge and covenant to Olympia that, notwithstanding the registration of the Mortgage/Hypothec against the Lands in the name of Olympia as to the Mortgage Interest, it is my sole and entire responsibility to administer the Mortgage/Hypothec and I have not, cannot and will not look to Olympia, or any Trustee Entity, to perform any mortgage administration duties with respect to the Mortgage/Hypothec (collectively, the "Mortgage Administration Duties") including but not limited to:

- (a) ensuring that there is adequate fire, property and other insurance in place with respect to the Lands;
- (b) maintaining any record of receipts, payments and disbursements made in respect of the Mortgage/Hypothec, including the calculation of any payout amounts;
- (c) taking any actions as may be necessary or desirable to collect amounts owing under the Mortgage/Hypothec;
- (d) giving notice to the Borrower of any delinquency or default under the Mortgage/Hypothec;
- (e) investigating any delinquencies or defaults under the Mortgage/Hypothec and determining the advisability of initiating a Claim against the Borrower with respect to such delinquency or default under the Mortgage/Hypothec; and
- (f) initiating, pursuing and defending any Claims made with respect to the Mortgage/Hypothec.

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I hereby waive, release and forever discharge each Trustee Entity from any and all liability that such Trustee Entity may have for any Losses and Liabilities I may incur or suffer to the extent arising out of, relating to, or resulting from the performance or non-performance of the Mortgage Administration Duties.

4. Olympia covenants and agrees that Olympia shall forward to me by mail, facsimile or email:

- (a) copies of any notice received by Olympia that any fire, property or other insurance in place with respect to the Lands has been cancelled or otherwise terminated; and
- (b) copies of any notice or other documentation received by Olympia relating to any Claims that may be initiated with respect to the Mortgage/Hypothec or the Lands,

within ten (10) calendar days of the receipt of the same by Olympia.

5. I hereby waive, release and forever discharge each Trustee Entity from any and all liability that such Trustee Entity may have for any Losses and Liabilities I may incur or suffer to the extent arising out of, relating to, or resulting from the reliance by Olympia and any Trustee Entity on this Agreement, or the information or covenants or agreements contained herein.

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6. I agree that Olympia's liability to me with respect to the Mortgage Interest is limited to an accounting of actual amounts received by Olympia in respect of the Mortgage Interest, and in no event shall Olympia be liable for any other direct or indirect, incidental, consequential, exemplary, special or punitive losses or damages, loss of profits or economic loss that I may suffer, sustain, pay, or incur.

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7. I hereby indemnify, defend and hold each Trustee Entity harmless from and against all Losses and Liabilities suffered, sustained, paid or incurred by such Trustee Entity, to the extent arising out of, relating to, or resulting from:

- (a) any breach of any representation, warranty, covenant or agreement made by me in this Agreement, or in any certificate, instrument or other document delivered by me pursuant to this Agreement; or
- (b) any negligence (whether sole, joint or concurrent), performance or non-performance, strict liability, misconduct or other legal fault by me with respect to the performance of the Mortgage Administration Duties or otherwise;

even if in each such case such Losses and Liabilities are caused in whole or in part by the negligence (whether sole, joint or concurrent), strict liability or other legal fault of such Trustee Entity, except to the extent caused by or attributable to the gross negligence, willful misconduct or fraud of such Trustee Entity. I shall gross up any indemnity payment made pursuant to this Agreement by the amount of any income tax payable by the Trustee Entity in respect of that payment.

8. If my Account is a Registered Plan Account, I will provide at my expense and at any time, as Olympia may require, such independent information or opinions as deemed necessary by Olympia with respect to the continued status of the Mortgage Interest as a "qualified investment" and as not being a "prohibited investment," as such terms are defined in the Tax Act. In the event that I fail to satisfy any of the requirements set forth above, Olympia is fully entitled to deem that the Mortgage Interest is not a "qualified investment," or is a "prohibited investment," and to effect whatever actions and reporting is, in Olympia's sole opinion, required for the purposes of the Tax Act. I understand and agree that in such event, adverse tax consequences may be suffered and I confirm that I will assume full responsibility for such tax consequences.

9. In this Agreement:

(a) **"Losses and Liabilities"** means, in respect of a Party and in relation to any matter hereunder, any and all:

- (i) losses, costs, damages, expenses and charges (including all penalties, assessments and fines) which such Party suffers, sustains, pays or incurs directly or indirectly, in connection with such matter and includes costs of legal counsel (legal fees and disbursements on a full indemnity basis) and other professional advisors and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained and includes Taxes payable on any settlement payment or damage award in respect of any such matter, and
- (ii) liabilities and obligations (whether under common law, in equity, under applicable statutory or any other law; whether tortious, contractual, vicarious, statutory or otherwise; whether absolute or contingent; and whether based on negligence, breach of trust, strict liability or any other theory of liability) which such Party suffers, sustains, pays or incurs directly or indirectly, as a result of or in connection with any such matter,

including any and all incidental, consequential, exemplary, special or punitive losses or damages, loss of profits and economic loss suffered, sustained, paid or incurred by such Party;

(b) **"Claim"** means any claim, demand, lawsuit, proceeding, arbitration or governmental investigation, in each case, whether asserted, threatened, pending or existing;

(c) **"Party"** means me, any beneficiary under my Account and each Trustee Entity;

(d) **"Registered Plan Account"** means an account established with Olympia that is a "registered plan" as such term is defined in the Tax Act;

(e) **"Tax Act"** means the *Income Tax Act* (Canada);

(f) **"Taxes"** means any and all applicable taxes and assessments, including any penalties and interest, as may be required under the Tax Act or similar applicable provincial legislation; and

(g) **"Trustee Entity"** means each of Olympia and its directors, officers, servants, agents, advisors, employees, and consultants, and each of their respective successors and assigns.

10. In the event, and to the extent, of conflict between any of the terms of this Agreement and the terms of the Trust Agreement, the terms of this Agreement shall prevail.

11. The provisions of Sections 3, 5, 6, 7 and 9 of this Agreement shall survive the termination of or transfer out of my Account, the termination of my investment in the Mortgage Interest, and the resignation or revocation of the trusteeship of my Account by Olympia.

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Name of Client (please print)

Signature of Client

Date (mm/dd/yyyy)

Client:	_____ ("I" or "me")
Olympia Account Number:	_____ ("my Account")
Olympia Account Type (please specify):	_____
Mortgage Administrator:	_____ (the "Administrator")
Borrower/Mortgagor:	_____ (the "Borrower")
Face Value of Mortgage/Hypothec: \$	_____
Loan Amount: \$	_____ (the "Loan Amount")
Legal Description of the lands encumbered by the Mortgage/Hypothec:	_____ (the "Lands")
Street Address of Lands:	_____

Olympia Trust Company ("Olympia") and I are parties to a Declaration of Trust (the "Trust Agreement") which governs my Account. In consideration of Olympia's continued administration of my Account and the holding in trust of my interest (the "Mortgage Interest") in the mortgage or hypothec (the "Mortgage/Hypothec"), described above, I hereby agree to the following terms and conditions and I acknowledge that this Direction to Rely on Mortgage Administrator (the "Agreement") shall constitute an addendum to the Trust Agreement as if the following terms and conditions were set out therein:

1. I represent, warrant, acknowledge and covenant to Olympia that:
  - (a) I have taken all action and have full power and authority to enter into this Agreement and this Agreement will not constitute or result in a material violation or breach of any agreement, judgement, or court order by which I am bound;
  - (b) I have retained the Administrator and the Administrator has agreed to administer the Mortgage/Hypothec, with respect to the Mortgage Interest, on my behalf pursuant to an executed mortgage administration agreement (the "Mortgage Administration Agreement");
  - (c) I undertake to immediately advise Olympia in writing if the Mortgage Administration Agreement is terminated or if the Administrator ceases to administer the Mortgage/Hypothec on my behalf for any reason;
  - (d) in the event, and to the extent, of any conflict between the terms of this Agreement and the terms of the Trust Agreement, the mortgage investment direction, the mortgage investment direction waiver and indemnity agreement or any other direction to Olympia pursuant to which the Mortgage Interest, or any portion thereof, came to be held by Olympia on behalf of my Account or otherwise, that the terms of this Agreement shall prevail;
  - (e) this Agreement will be deemed to have terminated effective as of the date that the Mortgage Administration Agreement is terminated or if the Administrator ceases to administer the Mortgage/Hypothec on my behalf for any reason;
  - (f) upon termination of this Agreement, the terms of the Trust Agreement (without reference to this Agreement), the mortgage investment direction, the mortgage investment direction waiver and indemnity agreement or any other direction to Olympia pursuant to which the Mortgage Interest, or any portion thereof, came to be held by Olympia on behalf of my Account or otherwise shall govern the administration of the Mortgage Interest;
  - (g) before signing this Agreement, I have been advised to and had the opportunity to seek independent legal, tax, financial or other professional advice with respect to this Agreement and the Mortgage Administration Agreement and have carried out such due diligence and made other such enquiries to the extent that I deem necessary and appropriate in light of my personal circumstances; and
  - (h) it is my sole and entire responsibility, and I have not, cannot and will not look to Olympia or any Trustee Entity for advice as to whether the terms of the Mortgage Administration Agreement is suitable for me or whether any advice provided to me by any Administrator Entity or instructions or directions provided by me to an Administrator Entity under the Mortgage Administration Agreement are suitable for me and I understand and acknowledge that Olympia does not authorize any Trustee Entity or any other person to make such representations or give such advice on its behalf with respect to the above.
2. I hereby authorize Olympia to rely on any consent, authorization, direction or other instruction that I may provide to the Administrator with respect to any discharge, amendment, postponement, subordination or other matter arising with respect to the Mortgage/Hypothec or the Mortgage Interest whatsoever.

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3. I hereby waive, release and forever discharge each Trustee Entity from any and all liability that such Trustee Entity may have for any Losses and Liabilities I may incur or suffer to the extent arising out of, relating to, or resulting from the reliance by Olympia on any such consent, authorization, direction or other instruction that I may provide to the Administrator.   
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4. I hereby acknowledge that notwithstanding the registration the Mortgage/Hypothec against the Lands in the name of Olympia with respect to the Mortgage Interest:
- (a) Olympia may not receive: (i) notice that any fire, property or other insurance in place with respect to the Lands has been cancelled; and (ii) notice of and documentation relating to any Claims that may be initiated with respect to the Mortgage/Hypothec or Lands, and that I will be relying solely on the Administrator to advise me of and provide such notices and other documentation to me, as may be required and to take any actions required in connection therewith; and
  - (b) Olympia or a Trustee Entity may from time to time, receive notices and other documentation relating to the Mortgage Interest or the Mortgage/Hypothec or may give instructions or directions to an Administrator Entity, but no Trustee Entity shall incur any liability therefor.
5. I hereby waive, release and forever discharge each Trustee Entity from any and all liability that such Trustee Entity may have for any Losses and Liabilities I may incur or suffer to the extent arising out of, relating to, or resulting from the reliance by Olympia and any Trustee Entity on this Agreement, or the information or covenants or agreements contained herein.   
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6. I agree that Olympia's liability to me with respect to the Mortgage Interest is limited to an accounting of actual amounts received by Olympia in respect of the Mortgage Interest, and in no event shall Olympia be liable for any other direct or indirect, incidental, consequential, exemplary, special or punitive losses or damages, loss of profits, or economic loss that I may suffer, sustain, pay, or incur.   
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7. I hereby indemnify, defend and hold each Trustee Entity harmless from and against all Losses and Liabilities suffered, sustained, paid or incurred by such Trustee Entity, to the extent arising out of, relating to, or resulting from:
- (a) any breach of any representation, warranty, covenant or agreement made by me in this Agreement, or in any certificate, instrument or other document delivered by me pursuant to this Agreement; or
  - (b) any negligence (whether sole, joint or concurrent), performance or non-performance, strict liability, misconduct or other legal fault by me or by any Administrator Entity with respect to the performance of any mortgage administration duties or otherwise;
- even if in each such case such Losses and Liabilities are caused in whole or in part by the negligence (whether sole, joint or concurrent), strict liability or other legal fault of such Trustee Entity, except to the extent caused by or attributable to the gross negligence, willful misconduct or fraud of such Trustee Entity. I shall gross up any indemnity payment made pursuant to this Agreement by the amount of any income tax payable by the Trustee Entity in respect of that payment.
8. In this Agreement:
- (a) **"Administrator Entity"** means each of the Administrator and its directors, officers, servants, agents, advisors, employees, and consultants, and each of their respective successors and assigns.
  - (b) **"Losses and Liabilities"** means, in respect of a Party and in relation to any matter hereunder, any and all:
    - (i) losses, costs, damages, expenses and charges (including all penalties, assessments and fines) which such Party suffers, sustains, pays or incurs directly or indirectly, in connection with such matter and includes costs of legal counsel (legal fees and disbursements on a full indemnity basis) and other professional advisors and reasonable costs of investigating and defending Claims arising from the matter, regardless of whether such Claims are sustained and includes Taxes payable on any settlement payment or damage award in respect of any such matter, and
    - (ii) liabilities and obligations (whether under common law, in equity, under applicable statutory or any other law; whether tortious, contractual, vicarious, statutory or otherwise; whether absolute or contingent; and whether based on negligence, breach of trust, strict liability or any other theory of liability) which such Party suffers, sustains, pays or incurs directly or indirectly, as a result of or in connection with any such matter,

including any and all incidental, consequential, exemplary, special or punitive losses or damages, loss of profits and economic loss suffered, sustained, paid or incurred by such Party;
  - (c) **"Claim"** means any claim, demand, lawsuit, proceeding, arbitration or governmental investigation, in each case, whether asserted, threatened, pending or existing;
  - (d) **"Party"** means me, any beneficiary under my Account and each Trustee Entity;
  - (e) **"Tax Act"** means the *Income Tax Act* (Canada);

- (f) **"Taxes"** means any and all applicable taxes and assessments, including any penalties and interest, as may be required under the Tax Act or similar applicable provincial legislation; and
- (g) **"Trustee Entity"** means each of Olympia and its directors, officers, servants, agents, advisors, employees, and consultants, and each of their respective successors and assigns.
9. The provisions of Sections 3, 5, 6, and 7 of this Agreement shall survive the termination of or transfer out of my Account, the termination of this Agreement for any reason, the termination of my investment in the Mortgage Interest, and the resignation or revocation of the trusteeship of my Account by Olympia.

\_\_\_\_\_  
Name of Client (*please print*)

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date (*mm/dd/yyyy*)

