

How to complete CWT's Investment Instructions for Non-Marketable Securities

Investment Instructions for Non-Marketable Securities

Terms and conditions:

1. The foregoing instructions are subject to the following terms, conditions, representations, warranties and covenants set out below, all of which are in addition to and not in substitution for any other term, condition, representation, warranty or covenant previously or hereafter given by me to CWT in relation to the Plan.
2. I hereby represent and warrant to you, as representations and warranties that will survive the purchase or acquisition of the Non-marketable Securities by the Plan, as follows:
 - a. I am the planholder, beneficiary or holder under or of the Plan;
 - b. each statement that I have declared to be true in each statutory declaration that I have made and given to you in connection with the purchase or acquisition of the Non-marketable Securities by the Plan pursuant to these instructions (the "**Acquisition**") is true;
 - c. I deal at arm's length with the Issuer of the Non-marketable Securities for the purposes of the *Income Tax Act* (Canada);
 - d. I have obtained such advice including, without limitation, such investment, financial, legal and tax advice, and carried out such due diligence and made such other inquiries, as I have considered appropriate in connection with the Acquisition to determine the advisability of the Acquisition in light of my personal circumstances, and have neither sought or obtained any such advice from you, nor requested or relied upon you to conduct such due diligence or make such other inquiries;
 - e. the Non-Marketable Securities, when Acquired and at all times thereafter while held in the Plan, will be a "qualified investment" for the Plan within the relevant definition of that term in the *Income Tax Act* (Canada) and regulations thereunder (collectively, the "**Tax Act** ") and, if the Plan is a "tax-free savings account" (a "**TFSA**") as so defined, will not be a "prohibited investment" for the Plan as so defined;
 - f. the Subscription Amount or Total Value, as applicable, is and at the time of the Acquisition will be, equal to the fair market value of the Non-marketable Securities now and at that time;
 - g. if the Acquisition is a swap-in, the fair market value of the Swap-in Property is, and at the time of the Acquisition will be, equal to the Total Value of the Non-marketable Securities now and at that time; and
 - h. the Acquisition complies and will comply with all applicable securities laws and regulations.
3. I hereby covenant, acknowledge and confirm with and to you as follows:
 - a. CWT's sole role in connection with the Acquisition is to cause the Plan to purchase or acquire the Non-marketable Securities in accordance with these instructions, and thereafter to hold them in the Plan as custodian and to provide administrative and custodial services to the Planholder with respect to the Plan as set forth in the Declaration of Trust;
 - b. CWT has neither undertaken any due diligence nor made any determination whatsoever as to the status of the Non-marketable Securities as qualified investments or, if the Plan is a TFSA, "prohibited investment" for the Plan, under the relevant definitions of those terms in the Tax Act;
 - c. for so long as the Plan holds the Non-Marketable Securities I will be solely responsible, and CWT will have no responsibility, for ensuring that the Non-marketable Securities at all times are a "qualified investment", and if the Plan is a TFSA are never a "prohibited investment", for the Plan, and are appropriate investments for me in light of my personal circumstances;
 - d. I will promptly advise you if the Non-marketable Securities at any time while held by the Plan cease to be a qualified investment or become a prohibited investment for the Plan;
 - e. I am aware that the Non-marketable Securities may be a high risk investment and consequently that I may lose my entire investment therein;
 - f. I have read and am bound by CWT's "Non-marketable Securities Processing Guide" (the "**Guide**") and, without limitation, will provide all documentation referred to therein, and all other documentation that you may from time to time require in connection with the Non-marketable Securities, at the times and in the form required by you;
 - g. I am solely responsible for, and CWT is not in any way responsible for, determining the fair market value of the Non-marketable Securities and, if the Acquisition is a swap-in, the Swap-in Property, and CWT has no obligation to, and does not intend to, verify such value or independently monitor any change thereto provided, however, that CWT may at any time and from time to time record the value of the Non-marketable Security appearing on its books or report such value to the Planholder based on such independent information as CWT may in its sole discretion determine.
 - h. I will provide to you at my expense, at any time and from time and in such form as you may require, such independent information, reports, opinions, statutory declarations or other evidence as you may in your discretion reasonably require to evidence or establish any matter pertaining to the Non-marketable Securities or the Acquisition including, without limitation, with respect to
 - the fair market value of the Non-marketable Securities and, if applicable, the Swap-in Property, and
 - the continued status of the Non-marketable Securities as a qualified investment and, if the Plan is a TFSA, as not a prohibited investment, for the Plan,and if I fail to do so CWT may, at its sole discretion, obtain such information, reports, opinions, statutory declarations or other evidence and charge all the costs thereof to the Plan; and
 - i. I have taken all steps necessary or advisable to ensure that the Non-marketable Securities have been validly created and when Acquired will be validly issued and fully paid and non-assessable;

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4. I will pay to CWT such fees and other charges as are in effect from time to time in connection with the administration of the Plan including, without limitation, the acquisition or holding of the Non-marketable Securities. Annual fees applied to the account will be paid to CWT via a Pre-Authorized Debit (PAD) form. This form must be received by CWT with all new investments if CWT does not have a current one on file for the Plan. The PAD form does not cover charges to the Plan other than annual fees. CWT reserves the right to decline investments until all required documentation, completed in its entirety and signed, has been received by CWT.
5. I agree that when I am under law required to convert the Plan to a RIF, or if the Plan is currently a RIF, if the Plan does not hold sufficient marketable assets to make the required annual payments, the Non-marketable Securities will be deemed "non-qualified" and must be removed from the Plan. I understand that removing the Non-marketable Securities from the Plan may have adverse tax consequences for which I hereby assume full responsibility.
6. I will at all times promptly and fully indemnify and save you harmless from and against any and all claims, costs, expenses, actions, penalties, fines, taxes, levies and any other loss of whatsoever nature incurred by any party resulting directly or indirectly from the Acquisition, including without limitation the distribution of the Swap-in Property out of the Plan in connection with the Acquisition, the holding of the Non-Marketable Securities in the Plan, and the distribution or other removal of the Non-marketable Securities from the Plan.
7. CWT is under no obligation now nor will it be in the future to supply, or advise with respect to, any information which may be in CWT's possession or which may come into its possession regarding the Non-marketable Securities.
8. CWT may in its sole discretion refuse to cause the Plan to Acquire, or to continue to hold, the Non-marketable Securities, and in connection therewith may cause the Non-marketable Securities to be removed from the Plan.
9. It is solely my responsibility to ensure that any required certificate evidencing the Plan's ownership of the Non-marketable Securities is delivered to CWT within 30 days after the Acquisition, failing which you may, at your discretion, remove the Non-marketable Securities from the Plan. I understand that removing the Non-marketable Securities from the Plan may have serious adverse tax consequences for which I am solely responsible or in respect of which I will indemnify you pursuant to the indemnity set out above.

Signature of Planholder

Date – (DD/MM/YYYY)

Sign and Date

Witness Signature

Name of Witness

IMPORTANT: If this is a Tax Free Savings Account (TFSA), please complete the Addendum on page 4.

**Send completed documents to:
600 – 750 Cambie St.
Vancouver, B.C., V6B 0A2
Attn: Securities Dept.**

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**Addendum for
Non-Marketable Security Purchases within a TFSA**

TO: CANADIAN WESTERN TRUST COMPANY ("CWT") I, John Smith,
Name of signatory
of 555 Main St., Vancouver, B.C. V6V 1K1, hereby certify that:
Address

Provide Account
details and address
● if new account
leave blank

1. I am the holder (the "Holder") of tax free savings account # 101010101 issued by
CWT account number
CWT, (the "TFSA"), and make this Certificate in connection with the proposed acquisition (the
"Acquisition") by the TFSA of 100 Common Shares (the "Shares") in the
and class of securities
capital of ABC Company (the "Corporation") in the knowledge and expectation
Name of company
that CWT will rely on it in its capacity as the issuer of the TFSA.

2. Neither I nor any one or more persons (each a "**Non-arm's length Person**") with whom I do
not deal at arm's length, as that phrase is understood for the purposes of the *Income Tax Act*
(Canada) (the "**Tax Act**"), alone or in any combination, directly or indirectly,
 - (a) owns, or has an interest in or a right to acquire, 10% or more of the issued shares
of any class of the capital stock of Corporation, or
 - (b) will own, or have an interest in or a right to acquire, 10% or more of the issued
shares of any class of the capital stock of the Corporation after giving effect to the
Acquisition.

3. Neither I nor any Non-arm's Length Person is a beneficiary of a trust (other than the TFSA) or
a member of a partnership that holds, or has an interest in or a right to acquire, one or more
shares of any class of the capital stock of the Corporation, other than the Shares.

4. I am not aware of any other fact or circumstance that could reasonably lead to the conclusion
that I do not deal at arm's length with the Corporation.

5. I am unaware of any one or more facts, proposals, plans, arrangements or understandings
that could cause any statement made in paragraph 3 or 4, if made at any time within two
years after the date hereof, to be untrue at that time.

AND I make this Certificate understanding it and conscientiously believing it to be true, at the City
of Vancouver, in the Province of British Columbia, this
15th day of May, 20 09

Holder's Signature

Witness's Name

Witness's Signature