

Annuitant/ Holder (referred to herein as "I" or "me"): \_\_\_\_\_

Olympia Plan Number (referred to herein as "my Plan"): \_\_\_\_\_

Olympia Plan Type (*please specify*): \_\_\_\_\_

Issuer of the Securities: **WESTBORO MORTGAGE INVESTMENT CORP** (the "Issuer")

Description of securities (the "Securities") subscribed for: **Class A Preferred Shares**

Number of Securities subscribed for: \_\_\_\_\_ (the "Subscribed Securities")

Price per Subscribed Security: \$ **10.00** Total subscription amount: \$ \_\_\_\_\_ (the "Subscription Proceeds")

Pay Subscription Proceeds to: **WESTBORO MORTGAGE INVESTMENT CORP** (the "Recipient")

The undersigned and Olympia Trust Company ("Olympia") are parties to a Declaration of Trust (the "Trust Agreement") which governs my Plan. In consideration of Olympia accepting the Subscribed Securities as an asset of my Plan, I hereby agree to the following terms and conditions and I acknowledge that this Letter of Direction, Waiver and Indemnity (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: (a) certificate(s) of the Issuer issued to Olympia representing the Subscribed Securities; or (b) an undertaking from either the Issuer's legal counsel or the Issuer's transfer agent to deliver to Olympia certificate(s) of the Issuer issued to Olympia representing the Subscribed Securities, I hereby direct Olympia: (a) to pay the Recipient from My Plan an amount equal to the Subscription Proceeds; and (b) accept the Subscribed Securities as an asset of my Plan.

2. I represent, warrant, acknowledge and covenant to Olympia that:

- (a) 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 Subscribed Securities 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 Plan to determine the suitability of the investment in light of my personal circumstances;
- (b) 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:
  - (i) my investment in the Subscribed Securities is at "Arms-Length" as defined in the *Income Tax Act* (Canada) (the "Tax Act"),
  - (ii) my investment in the Subscribed Securities is a "qualified investment" and is not a "prohibited investment" (as such terms are defined in the Tax Act), and
  - (iii) the investment in the Subscribed Securities 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;

- (c) the amount of Subscription Proceeds is equal to the fair market value of the Subscribed Securities;
- (d) I am solely responsible for determining the fair market value of the Subscribed Securities and Olympia has no obligation to and does not intend to verify such valuation or independently monitor any changes thereto;
- (e) I deal at "Arm's Length" with the Issuer and I am not a "connected" or "specified" shareholder of the Issuer (as such terms are defined by the Tax Act). I undertake to immediately advise Olympia in writing if my status as a "connected" or "specified" shareholder or dealing with the Issuer at "Arm's Length" changes; and
- (f) my subscription for the Subscribed Securities complies all applicable securities laws and regulations.

3. 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 indirect, incidental, consequential, exemplary, special or punitive losses or damages or loss of profits 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 Plan and each Trustee Entity;
- (d) **"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
- (e) **"Trustee Entity"** means each of Olympia and its directors, officers, servants, agents, advisors, employees, and consultants, and each of their respective successors and assigns.

4. 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 the Trustee on this Agreement or the information contained herein.

5. I hereby indemnify, defend and hold each Trustee Entity harmless from and against all Losses and Liabilities, excluding indirect, incidental, consequential, exemplary, special or punitive losses or damages or loss of profits 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 representations or warranties made by me in this Agreement or in any certificate, instrument or other document delivered by me pursuant to this Agreement; or
- (b) any breach of any covenant or agreement made by me in this Agreement or in any certificate, instrument or other document delivered by me pursuant to this Agreement

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, wilful 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. This indemnity shall survive the termination of or transfer out of my Plan, the termination of my investment in the Subscribed Securities, and the resignation or revocation of the trusteeship of my Plan by Olympia.

6. 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 Subscribed Securities 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 Subscribed Securities are not a "qualified investment", or are 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.

7. 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.

Annuitant Initials

Annuitant Initials

Name of Annuitant/Holder  
(please print)

Signature of Annuitant/Holder

Date (mm/dd/yyyy)

