



SOLICITOR'S CERTIFICATE OF DISCLOSURE & UNDERTAKING REGARDING ARMS-LENGTH MORTGAGES

2290, 125 - 9th Ave. S.E., Calgary, AB T2G 0P6
Telephone: (403) 770-0001 Fax: (403) 261-7523

I, _____, of the firm of _____, practicing in the City of _____, Province of _____, acknowledge that my services have been retained by: (please initial box if applicable and complete)

[X] the mortgagor, namely _____, and

- [X] I have disclosed to the lender/investor that I do not represent him/her and cannot protect his/her interests in connection with this transaction and
[X] I have advised the lender/investor to seek independent legal advice, in accordance with the Rules of Professional Conduct of the Law Society of this province;

[X] the lender/investor, namely _____

[X] both the mortgagor and the lender/investor named above;

to prepare and register a 2nd mortgage on the following property; in favour of Olympia Trust Company, as Trustee for RRSP/RRIF # _____

[X] I have no interest, direct or indirect, in the mortgage or the property.

I understand that Olympia Trust Company ("Olympia"), will upon receipt of a duly executed "Mortgage Direction and Undertaking" from the lender/investor, advance funds to me, in trust, from the lender/investor's Self-Directed Plan.

I undertake to hold these funds in escrow until registration on the appropriate Land Title Register of a valid and enforceable 2nd mortgage on the property described above.

I further undertake to provide Olympia with a copy of the mortgage, duly registered, within 30 days of the advance of the funds to the mortgagor.

I acknowledge that this Certificate of Disclosure and Undertaking is a requirement of Olympia intended for the sole use and benefit of the lender/investor and further declare that I am not acting for Olympia, that I am not taking instructions from Olympia and that Olympia has no obligation towards me or the mortgagor in connection with this transaction.

If the transaction contemplated is not completed, I undertake to return the funds to Olympia, for deposit in the lender/investor Self-directed Account.

Signed this 28 day of SEPTEMBER, 2010

Solicitor's Signature

I have read the foregoing and I am satisfied with its content. I understand that this certificate is required by Olympia for my benefit only and that Olympia makes no representation as to the veracity and/or accuracy of its content nor has any obligation to make any verification or investigation in this regard.

Signed this 24th day of SEPT, 2010.

Annuitant or Holder Signature

Witness

Annuitant or Holder (Printed)

- I understand and acknowledge that Olympia does not authorize their employees or any other person to make such representations or give such advice on their behalf and I hereby release and exonerate Olympia from any liability and agree to indemnify and hold them harmless of all losses, expenses, liabilities, damages and claims of any kind or nature whatsoever which arises or may arise by reason of the choice of this investment.
3. I understand and acknowledge that I shall be solely and entirely responsible for the collection of all arrears of mortgage payments to my Plan. Without limiting the generality of the foregoing:
- (a) I shall be solely and entirely responsible for instituting and pursuing any necessary legal proceeding in the event of a default by the mortgagor, including all direct and indirect decisions, legal fees, costs (including all fees, costs, expenses and charges of Olympia if any) pertaining to such action;
 - (b) I understand that I require Olympia's authorization before I institute or respond to legal proceedings in connection with the mortgage. I further understand that Olympia may refuse its authorization, at its sole discretion, and require that the mortgage be withdrawn from my Plan and assigned to another party before commencing legal action;
 - (c) I understand and accept that as a result of Olympia agreeing to be named as a party in any necessary legal proceeding, the Trustee shall be entitled to intervene, at its sole discretion, in any decision to be made with respect to the conduct of the proceeding (including the choice of legal counsel);
 - (d) Olympia shall deposit all funds received as the result of such proceeding in my Plan;
 - (e) Olympia shall forward by registered mail to my last address for such purpose copies of any legal proceeding received by the Trustee from a third party;
 - (f) I shall be solely and entirely responsible for any tax consequences resulting from such proceeding or from my decision not to institute any proceeding.
4. Except for the gross negligence on their part, I hereby release and exonerate Olympia from any liability and agree to indemnify them and save them harmless against all losses, liabilities, damages, and claims of any kind or nature whatsoever which arises or may arise by reason of their having acted in connection with the Mortgage.
5. Olympia's obligation to me is limited to accounting to me from time to time for the amounts received by them in respect of the Mortgage. I agree that for each and every cheque remitted to Olympia by the Mortgagor which is not honoured for any reason, a charge (in accordance with the current fee schedule) shall be payable by me.
6. I acknowledge that the mortgage fees charged by Olympia are not pro-rated and are not based on the amount of activity, value, quality or standing of a mortgage.
7. I have received a copy of Olympia's current fee schedule.
8. Postponements and partial discharges will only be provided upon confirmation of current property value, based on the Canada Revenue Agency definition of a qualified investment.

9. I am NOT a non-resident of Canada for the purposes of the Income Tax Act (Canada) or any treaty or convention that Canada may have with another country. I undertake to advise Olympia Trust Company if my status as a Canadian taxpayer and resident changes

Having read and accepted the foregoing, I hereby direct Olympia to advance the amount of \$ 35,390.89 to:

_____ in trust (Lawyer) Phone: _____

_____ Fax Number: _____
(Address)

Face Value of Mortgage: \$ 36,208.49

Discount Amount: 817.60

Is this discount amount preaid interest? No

Legal Description

Street Address:

Mortgagor / Debtor:

Interest Rate: 11% PER ANNUM.

Interest Calculation Method: MONTHLY

Term of Mortgage: 2 YEARS.

Amortization Period: N/A

Payment Frequency: ANNUALLY Payment Amount INTEREST EQUIVALENT TO 4%
ON 1ST ANNIVERSARY - ENTIRE BALANCE OWING

First Payment Date: SEPT. 30, 2011 Maturity Date AT MATURITY
SEPT. 30, 2012.

Mortgage Position: 2ND

I hereby confirm that I am perfectly aware of the nature of the Mortgage and its terms and conditions.

I acknowledge that I have been advised to seek independent legal or other professional advice before deciding to invest funds held in my Plan in the Mortgage and before signing this Direction and Undertaking.

Dated at _____ this 29th day of SEPT, 2010.

Witness Signature

Annuitant or Holder Signature

Witness Name

Annuitant or Holder Signature