

Client:	_____ (“I” or “me”)
Olympia Account Number:	_____ (“my Account”)
Olympia Account Type (please specify):	_____
Borrower/Mortgagor:	_____
Legal counsel retained:	_____ (“Legal Counsel”)
Registration or Instrument No. of Mortgage/Hypothec:	_____
Face Value of Mortgage/Hypothec:	_____
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 authorizing me to take Proceedings (as defined below) in the name of Olympia with respect to my 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 Authorization to Take Proceedings (the “Agreement”) shall constitute an addendum to the Trust Agreement as if the following terms and conditions were set out therein:

1. Subject to the terms and conditions set forth in this Agreement, Olympia authorizes me, in the name of Olympia, to initiate, pursue, defend, discharge, settle or abandon any and all Claims respecting the Mortgage/Hypothec as I, or my legal counsel, may determine to be necessary, convenient or desirable (each a “Proceeding”).
2. Olympia may, at any time and in its sole unfettered discretion, withdraw its authorization for me to take Proceedings in the name of Olympia by providing me with written notice of same. In the event that Olympia withdraws its authorization for me to take Proceedings in the name of Olympia, my sole and exclusive remedy shall be to require the assignment to me (or a nominee) of any and all Proceedings commenced by me in the name of Olympia.
3. 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, the Mortgage/Hypothec and any Proceedings to be taken, and have carried out such due diligence and made other such enquiries to the extent that I deem necessary and appropriate;
 - (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) the advisability or nature of any Proceeding,
 - (ii) whether to retain legal counsel with respect to any Proceeding, and
 - (iii) if legal counsel is retained, any instructions provided to such legal counsel with respect to any Proceeding.
 Further, I understand and acknowledge that Olympia does not authorize any Trustee Entity or any other person to give such advice on its behalf with respect to the above;
 - (d) if indicated above, I have retained Legal Counsel in connection with the Proceedings. I will advise Olympia immediately in the event that I retain new legal counsel or my legal counsel otherwise changes;
 - (e) any legal counsel retained by me with respect to any Proceedings is retained solely by me and not by Olympia. I am solely and entirely responsible for all legal fees, costs, expenses and disbursements incurred by me with respect to legal counsel;
 - (f) I am solely and entirely responsible for all cost awards or other damages that may be awarded against me or Olympia as part of any Proceeding; and
 - (g) all damages awarded to me and any other proceeds recovered from any Proceeding shall be paid to my Account.

4. In the event that I become, or become entitled to become, the owner of a legal or beneficial interest in the Lands, I agree:
- (a) that I am solely responsible for all Claims made with respect to the Lands;
 - (b) that I am solely responsible for all Losses and Liabilities that I may incur or suffer with respect to the Lands, including all penalties or other amounts claimed by the Canada Revenue Agency (“CRA”) as a result of the transfer of a legal or beneficial interest in the Lands to me or the failure by me to pay any amount owed to my Account with respect to the Mortgage/Hypothec;
 - (c) to the registration by Olympia of a caveat, caution or other instrument or encumbrance (the “**Olympia Charge**”) against the Lands indicating that my interest in the Lands fully secures the payment to Olympia of all amounts owed to my Account with respect to the Mortgage/Hypothec. The Olympia Charge shall be postponed and subordinated, in all respects, to the payment and fulfillment of any and all third-party bona fide arm’s length indebtedness (the “**Senior Indebtedness**”) secured by the Lands, provided that the then current fair market value of the Lands less the aggregate amount of all indebtedness, including the Senior Indebtedness, ranking in payment priority to the Olympia Charge shall be greater than the amount secured by the Olympia Charge;
 - (d) subject to the prior payment or satisfaction of the Senior Indebtedness, to pay Olympia, on behalf of my Account, all consideration and sale proceeds received from the sale or disposition of the Lands to a bona fide arm’s length purchaser up to an amount equal to all amounts owed to my Account with respect to the Mortgage/Hypothec,
- until such time as:
- (w) all amounts owed to my Account with respect to the Mortgage/Hypothec have been paid to Olympia, on behalf of my Account, in full;
 - (x) subject to the prior payment or satisfaction of the Senior Indebtedness, all consideration and sale proceeds received from the sale or disposition of the Lands to a bona fide arm’s length purchaser have been paid to Olympia, on behalf of my Account, in partial satisfaction of amounts owed to my Account with respect to the Mortgage/Hypothec; or
 - (z) I elect to withdraw the Mortgage/Hypothec from my Account.
5. In the event that I become, or become entitled to become, the owner of a legal or beneficial interest in the Lands, and the Mortgage/Hypothec is determined to be a not “qualified investment” or “prohibited investment,” as such terms are defined in the Tax Act, I acknowledge that:
- (a) I am required to submit to CRA an *RC339 Individual Return for Certain Taxes for RRSPs and RRIAs for Tax Year 20__* with respect to my interest in the Lands and Mortgage/Hypothec;
 - (b) I am required to remit to CRA an amount equal to 50% of all amounts owed to my Account with respect to the Mortgage/Hypothec; and
 - (c) all amounts owed to my Account with respect to the Mortgage/Hypothec remain outstanding and Olympia shall be entitled to maintain the registration of the Olympia Charge against the Lands in accordance with Section 4(c) of this Agreement.
6. **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 any Proceedings or the reliance by Olympia and any Trustee Entity on this Agreement, or the information or covenants or agreements contained herein.**
- Client
Initials
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 any Proceeding or the 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, 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.**
- Client
Initials
8. 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) **“Tax Act”** means the *Income Tax Act* (Canada);
- (e) **“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
- (f) **“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. 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.

10. The provisions of Sections 6, 7, and 8 of this Agreement shall survive the termination of or transfer out of my Account, the termination of my investment in the Mortgage/Hypothec, the termination of my legal or beneficial interest in the Lands, 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*)

