

**SECURITIES CONTROL AGREEMENT**

NOTE: (1) not required if your Dealer is a Managing General Agency; (2) if your Dealer is not an Introducing Dealer for B2B Bank Financial Services Inc., B2B Bank Securities Services Inc., or B2B Bank Intermediary Services Inc., please contact Client Services at 1.800.263.8349 to determine whether a securities control agreement is available for your Dealer.

Schedule A  
Section 9.19

SECURITIES CONTROL AGREEMENT

A M O N G:

B2B Bank  
(hereinafter called the "Secured Party")

AND:

\_\_\_\_\_  
\_\_\_\_\_  
(hereinafter called the "Client")

AND:

B2B Bank Financial Services Inc.,  
B2B Bank Securities Services Inc., and  
B2B Bank Intermediary Services Inc.  
(hereinafter called the "Company")

WHEREAS the Client is, or will become, the owner of certain securities, securities entitlements, financial assets and other items and property held in an account or accounts with the Company (the "Accounts");

WHEREAS the Secured Party has, or will have, under the terms of a hypothec, pledge or security agreement (the "Security Agreement") granted by the Client pursuant to an investment loan application dated on or about the date hereof, a security interest in the Accounts and all securities, securities entitlements, financial assets and other items and property (or their value) standing to the credit of the Accounts from time to time and other rights and benefits accruing to or arising in connection with such property and the Accounts ("Account Property");

1. (a) In this Agreement, "Company" means:
  - (i) B2B Bank Financial Services Inc., for so long as an Account is held by B2B Bank Financial Services Inc.;
  - (ii) B2B Bank Securities Services Inc., for so long as an Account is held by B2B Bank Securities Services Inc.; and
  - (iii) B2B Bank Intermediary Services Inc., for so long as an Account is held by B2B Bank Intermediary Services Inc.
- (b) If the term "Client" designates more than one person, each person is bound by this Agreement and each person shall be jointly and severally liable for the fulfillment of each of the obligations contained herein.
2. Custody of Account
  - (a) The Company represents and warrants to the Secured Party and the Client that:
    - (i) all the Client's Accounts are "securities accounts" within the meaning of the Securities Transfer Act (Ontario) or any similar legislation in any other relevant jurisdiction and have been established in the name of the Client; and
    - (ii) except for the claims and interest of the Secured Party and the Client in the Accounts and the Account Property the Company does not know of any claim or interest in the Accounts or the Account Property and has not entered into any agreement with any person other than the Secured Party and the Client relating to the Accounts or the Account Property under which it has agreed to comply with entitlement orders or other orders of the person or any other person.
3. Exchange of Information
  - (a) The Client acknowledges and agrees that the Secured Party and the Company may, between themselves, exchange any credit or financially related information they may have about the Client for the purpose of carrying out the provisions of this Agreement.
4. Obligations of the Company
  - (a) The Company shall, subject to the provisions of this Agreement, hold the Accounts in accordance with its agreement with the Client. In holding the Accounts, the Company acknowledges the security interest granted in the Accounts and the Account Property to the Secured Party under the Security Agreement and will:
    - (i) not advance any margin or other credit to the Client or the Accounts nor lend, pledge, hypothecate, or dispose of any Account Property except as permitted by the criteria set out in Schedule "A" to this Agreement (the "Criteria");
    - (ii) subordinate all security interests, liens, encumbrances, claims and rights of set-off it may have, now or in the future, against the Accounts or the Account Property other than in connection with the payment of the Company's customary fees, commissions and other charges pursuant to its agreement with the Client;
    - (iii) not allow any Account Property to be removed from the Accounts if the effect would be to reduce the market value of the Account Property remaining in the Accounts to be below the outstanding balance of the investment loan secured by the Security Agreement;
    - (iv) retain the proceeds of any transaction, whether securities, securities entitlements, other financial assets or cash, in the Accounts;
    - (v) ensure that the cash balance in the Accounts is not in debit, except for debits on an intra-day basis due to timing discrepancies on trades and receipt of proceeds;
    - (vi) ensure that all security certificates held in the Accounts are either (i) in bearer form or (ii) in registered form in a freely negotiable form and are not registered or recorded in the name of the Client, payable to the order of the Client or specially endorsed to the Client by an effective endorsement;
    - (vii) ensure that all uncertificated securities held in the Account are not registered or recorded in the name of the Client or an agent for the Client (other than the Company) in the register or records of the issuer;
    - (viii) not enter into any agreement with any other person relating to the Accounts or the Account Property under which it will agree to comply with entitlement orders or other orders or instructions of the other person or any other person;
    - (ix) promptly inform the Secured Party and the Client if any person asserts any lien, encumbrance or other claim against any of the Accounts or any of the Account Property; and
    - (x) provide the Secured Party with all trade confirmations and monthly statements which are produced for the Accounts, which describe the Account Property, the market value of the Account Property and the amount of any cash balances in the Account.

5. Obligations of the Client
  - (a) The Client acknowledges and agrees that:
    - (i) All transactions in the Accounts shall comply with the Criteria;
    - (ii) If any transaction occurs in the Accounts that does not comply with the Criteria, the Client will be deemed to be in default under the Security Agreement, and the Secured Party will be entitled to exercise all of their rights under the Security Agreement and this Agreement;
    - (iii) The Criteria may be changed only with the written consent of the Secured Party;
    - (iv) To the extent that any conflict or potential conflict exists or may exist between the terms of this Agreement and the terms of any other agreement(s) the Client has entered into with the Company, the terms of this Agreement will prevail; and
    - (v) The Client will not enter into any other agreement or arrangement, which is to similar effect as this Agreement, with any other firm, person or corporation.
    - (vi) The Client agrees that all certificated or uncertificated securities or instruments or any other financial asset credited to the Account will be registered or recorded in the name of or payable to the order of the Company or the Secured Party only or endorsed to the Company, the Secured Party or in blank and in no case will any security or instrument credited to the Account be registered or recorded in the name of the Client, payable to the order of the Client or specially endorsed to the Client.
6. Agreements of Client and Company
  - (a) The Client and the Company agree with each other and the Secured Party that each item of Account Property is a "financial asset" as defined in the Securities Transfer Act (Ontario) or similar legislation in any other relevant jurisdiction.
  - (b) The Client and the Company agree that, regardless of any provision in any other agreement relating to the Accounts, the Company's jurisdiction is Ontario for purposes of the Securities Transfer Act (Ontario) or similar legislation in any other relevant jurisdiction.
  - (c) The Company will not be liable to the Client for complying with a Notice of Exclusive Control.
7. Rights of Secured Party
  - (a) Except as otherwise provided in the Agreement and until such time as the Company receives a notice in writing stating that the Secured Party is exercising a right of exclusive control over the Accounts ("Notice of Exclusive Control"), the Company will continue to act in accordance with orders originated by the Client.
  - (b) In the event that the Secured Party gives a Notice of Exclusive Control to the Company, the Company will after receiving the Notice of Exclusive Control act only on an order or instruction directing transfer or redemption or other activity (an "Entitlement Order") it receives from the Secured Party in connection with the Account and the Account Property, notwithstanding the provisions of any agreement it may have with the Client. The Company will not act on an Entitlement Order relating to the Accounts or the Account Property given by any other person, including the Client.
  - (c) The Client, by execution of this Agreement, irrevocably consents to the Company acting on Entitlement Orders of the Secured Party even if they are in conflict with the rights afforded to the Client (e.g. termination) under any other agreement(s) the Client has entered into with the Company. The Company will have no obligation or right to (i) determine whether or not an event of default exists under the Security Agreement or any other agreement between the Secured Party and the Client, or (ii) investigate the circumstances under which the Secured Party are entitled to give any Entitlement Orders or Notice of Exclusive Control. If an Entitlement Order given by the Client conflicts with an Entitlement Order given by the Secured Party the Company will comply with the Entitlement Order given by the Secured Party.
  - (d) The Secured Party may revoke any Notice of Exclusive Control by delivering a written notice to the Company that they have ceased to require exclusive control over the Accounts and the Account Property (a "Notice of Cessation of Control") pursuant to the Notice of Exclusive Control. Upon the Company receiving a Notice of Cessation of Control, the Client will have those rights with respect to the Accounts and the Account Property as it had prior to the delivery of the relevant Notice of Exclusive Control and, after it has had a reasonable opportunity to comply, and until such time as it receives another Notice of Exclusive Control, the Company will act on instructions from the Client with respect to the Accounts and the Account Property as though it had not received a Notice of Exclusive Control.
  - (e) The Company will be entitled to rely upon any Entitlement Order, Notice of Exclusive Control or Notice of Cessation of Control that it reasonably believes to be from the Secured Party.
8. Termination of Agreement
  - (a) This Agreement may be terminated at any time by the Secured Party or the Company on thirty days' notice in writing to the other parties to this Agreement. In the event of termination by the Company, the Company will not transfer any Account Property without the written agreement of the Secured Party but may continue to hold the Accounts and any Account Property pursuant to the terms of this Agreement. Notwithstanding any termination rights afforded to the Client in any other agreement with the Company, the Client may terminate this Agreement only with the written agreement of the Secured Party, in which case the Company may deal with the Accounts and the Account Property as directed by the Client.
  - (b) The Client acknowledges that until the Secured Party consent in writing to the termination of this Agreement upon the Client's request, the Company will continue to hold the Accounts and the Account Property pursuant to the terms of this Agreement.
9. Limit on the Company's Obligations
  - (a) The Secured Party acknowledges that:
    - (i) the Company is not a guarantor of the Client;
    - (ii) the Company is only bound to cause the Account Property to be held in the Accounts, and to hold the Accounts and the Account Property pursuant to the terms of its Agreement with the Client and its obligations under this Agreement, and to otherwise comply with its obligations under this Agreement and its agreement with the Client;
    - (iii) the Company does not make any guarantee, representation or warranty about the value of or the performance of any Account Property;
    - (iv) the value of the Account Property may decrease;
    - (v) the Company has no responsibility to determine whether any transaction in the Account complies with the Criteria; and,
    - (vi) subject as provided herein, the Company may be obliged to comply with claims made by third parties.
10. Costs
  - (a) The Client agrees to pay all fees, costs and outlays claimed or incurred by the Company and the Secured Party with respect of this Agreement and the arrangements created by it.
11. Indemnification
  - (a) The Secured Party agrees to indemnify and hold harmless the Company from any loss, cost, damage or expense which it may suffer or incur as a result of complying with any instructions or directions given to it by the Secured Party under the terms of this Agreement.
12. Addresses of Parties
  - (a) Statements and notices required or permitted to be given hereunder shall be delivered by personal delivery or by first class prepaid mail to the Client at the Client's address then current in the records of the Secured Party, and to the other parties at the following addresses:

For the Secured Party:  
B2B Bank  
199 Bay Street, Suite 600  
PO Box 279 STN Commerce Court  
Toronto, Ontario M5L 0A2  
Fax: 416.865.5790  
Attention: Vice-President, Operations

For (any) of the Company:  
B2B Bank Dealer Services  
199 Bay Street, Suite 610

PO Box 35 STN Commerce Court  
Toronto, Ontario M5L 0A3  
Fax: 416.865.5790  
Attention: Vice-President, Operations

- (b) Any of the parties to this Agreement may change its address by notice in writing given to the other parties as provided in this Agreement. Except as otherwise expressly provided herein, any notice, order, instruction, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, by fax or by email when or upon receipt of notice sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the party at the address set forth next to such party's name above.
13. Governing Law  
(a) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
14. Language (for Quebec only):  
(a) The parties hereto have expressly requested that this Agreement and all other documents relating thereto be drawn up in the English language. Les parties aux présentes ont expressément demandé que cette convention et tout les documents qui s'y rapportent soient rédigés en langue anglaise.
15. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.
16. The terms of this Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective successors or heirs and personal representatives. This Agreement may not be assigned, otherwise than by operation of law, without the prior consent of the non-assigning parties provided that this Agreement may be assigned by the Secured Party to any successor of the Secured Party under its security agreement with the Client.

This Agreement is dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(the "Client")

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(the "Client")

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)



\_\_\_\_\_  
B2B Bank



\_\_\_\_\_  
On behalf of:  
B2B Bank Financial Services Inc.,  
B2B Bank Securities Services Inc., and  
B2B Bank Intermediary Services Inc.

SCHEDULE A to the Securities Control Agreement  
"CRITERIA"

- Trades of Account Property and in the Accounts are permitted provided that: (i) such trades are in accordance with the account agreements as between the Company and the Client; and (ii) such trade would not reduce the market value of the Account Property remaining in the Accounts to an amount below the outstanding balance of the investment loan secured by the Security Agreement.
- The Company shall not advance any margin or other credit to the Client nor permit any lending, pledge, or hypothecation of, any Account Property.