

**NOTICE OF EFFECTIVE DATE –
TECHNICAL AMENDMENTS TO CDS PROCEDURES**

HOUSEKEEPING CHANGES – MAY 2018

A. DESCRIPTION OF THE PROPOSED CDS PROCEDURE AMENDMENTS

The following amendments are housekeeping changes made in the ordinary course of review of CDS's Participant Procedures, and are required for correction or stylistic enhancement.

ENGLISH

Please note that the English version includes technical amendments that do not appear in the French version and that are meant to ensure consistency between both versions, coherence of the text or its linguistic quality.

CDSX Procedures and User Guide

- Chapter 3, Issuer responsibilities, page 70: Add “or” before as book-entry-only in first bullet

CDS Reporting Procedures

- Chapter 1, Introduction to CDS Reports, Section 1.2 List of Reports, page 17: Update report ID for Projected Close-Out report – New York Link Service from 000122 to 000140 for accuracy and consistency
- Chapter 23, Trade Reports, page 110: Update report ID for Projected Close-Out report – New York Link Service from 000122 to 000140 for accuracy and consistency

Pledge and Settlement Procedures

- Chapter 1, Introduction to Pledge and Settlement, Section 1.3 Pledge types, page 10 – Correct typo in Restricted row of table (Change CAD's to CDS's).

CDS Application for Participation

- Convert form, which currently amalgamates multiple forms in Adobe Illustrator and Adobe InDesign, into a single form in Microsoft Word.
- Update reference to Dear Sir/s in Appendices B,C,D,H to To Whom It May Concern for gender neutrality
- Add page 2 to Schedule A3 in order to resolve discrepancy between English and French versions
- Change currency from CAD to USD in checkbox label in Schedule A3 to correct typo

CDSX Forms

- **CDSX166 – Notice of Record & Meeting Dates**
 - Move logo to standard placement (top left corner)
 - Move New and Change checkboxes to top left right
 - Update Material Distribution type options
 - Remove the Clearing and Depository Services Inc.'s GST/HST registration number
 - Remove the Clearing and Depository Services Inc.'s QST registration
 - Remove percentages under Payment for publication (5%, 13%, 14%, 15%, 9.975%)
 - Place HST on a single line
 - Reformat “Email: NRMD@cds.ca with attachment → CDSX166” to “Email the completed form to NRMD@cds.ca”
- **CDSX174 Replacement Designation of Signing Officers**
 - Render static form fields editable so that users can complete the form online/electronically
 - Update letterhead instructions: Replace “Please photocopy this form onto your company letterhead, after blocking out this box.” with “Insert company logo”.
- **CDSX840 CDS Onsite Contingency Service Access Request**
 - Rename form CDS Onsite Contingency On-Demand Request for consistency

- Replace logo
- Replace Urgent fax to facilities in section with Please email completed form to cdscdcrelationshipmgmt@tmx.com and cdscustomersupport@tmx.com
- Correct typo (heldesk should be helpdesk)
- Remove references to Calgary and Vancouver
- Remove second phone extensions(/8450 and /6162)
- Correct Montreal number: Replace with 6036 with 1010
- Add "Or contact your relationship manager for further assistance"

SMS Forms

- **SMS004 – Request for Participants Holder of Record**
 - Remove the CDS GST/HST registration number
 - Remove the CDS QST registration
 - Remove percentages under Fee for this request (5%, 13%, 14%, 15%, 9.975%) and merge HST onto single line
- **SMS012 – Confirmation of Registered Holdings Form**
 - Remove the CDS GST/HST registration number
 - Remove the CDS QST registration
 - Remove percentages under Fee for this request (5%, 13%, 14%, 15%, 9.975%) and merge HST onto single line
 - Reformat Quebec note
 - Add box for Total
 - Update Beneficiary account number

FRENCH

Please note that the French version includes technical amendments that do not appear in the English version and that are meant to ensure consistency between both versions, coherence of the text or its linguistic quality.

The following amendments were made only in the French version of the documents.

Guide de l'utilisateur et Procédés et méthodes du CDSX (CDSX Procedures and User Guide)

- Chapter 3, Issue Activities, section 3.9, Requesting blocks of medium term note ISINs – Correct translation of the section to reflect English version
- Chapter 8, Entitlement functions, section 8.3.1, Inquiring on events: Correct translation to reflect English version, including addition of missing screen in French

Demande d'adhésion à la CDS (CDS Application for Participation)

- Reformat the entire form in Microsoft Word. Correct punctuation in the entire document. Update form numbers and dates in footnotes to reflect English version.
- Delete doublets and add preposition. Add and translate table missing in the French version (pages 10 and 11). Annexe A: correct abbreviations of provinces. Annexe A1: correct translation (*Please check Only One Box In Each Section* = Ne cochez qu'une section par section); replace "vérifiés" with "audités"; delete text that does not appear in English and add missing text in French. Annexe A2: correct translation (*Please check Only One Box In Each Section* = Ne cochez qu'une section par section); replace "vérifiés" with "audités". Annexe 3: correct translation (*Please check Only One Box In Each Section* = Ne cochez qu'une section par section); replace "vérifiés" with "audités". Annexe C: change asterisk with footnote. Annexe C1: correct typo. Appendice A: correct typos. Appendice E: add CDS acronym. Appendice J: delete bullet point that does not appear in English; add a preposition in signature section to mirror English version. Appendice K: correct typos.

CDSX Forms

- **CDSX166F – Avis – Dates d’assemblée et de clôture des registres :**
 - Document formatting; replacement of abbreviations with full words
 - Correct to ensure consistency with other forms: “veuillez sélectionner” instead of “doit être sélectionné”, “remarque” instead of “note”, “modalités” instead of “conditions”; correct translation “carte-recherche” with “carte-recherche préliminaire” to reflect the English version
 - Replace “avant” with “recto”
 - Correct name of shareholder service
- **CDSX174 Replacement Designation of Signing Officers**
 - Render static form fields editable so that users can complete the form online/electronically
 - Update letterhead instructions: Replace “Please photocopy this form onto your company letterhead, after blocking out this box.” with “Insert company logo”.
- **CDSX840 CDS Onsite Contingency Service Access Request**
 - Rename form CDS Onsite Contingency On-Demand Request for consistency
 - Replace logo
 - Replace Urgent fax to facilities in section with Please email completed form to cdscdcrelationshipgmt@tmx.com and cdscustomersupport@tmx.com
 - Correct typo (heldesk should be helpdesk)
 - Remove references to Calgary and Vancouver
 - Remove second phone extensions(/8450 and /6162)
 - Correct Montreal number: Replace with 6036 with 1010
 - Add "Or your relationship manager for further assistance"

SMS Forms

- **SMS004F – Demande de liste des porteurs inscrits adhérents**
 - Document formatting
 - Replace “recto” and “verso” with page numbering
 - Add “seulement” to “Pour usage interne à la CDS”
 - Formatting of Conditions
- **SMS012F – Formulaire de confirmation des valeurs inscrites**
 - Document formatting
 - Replace “recto” and “verso” with page numbering
 - Translation of addresses
 - Formatting of boxes after “Veuillez utiliser les renseignements suivants : ”
 - Formatting of Conditions

CDS procedure amendments are reviewed and approved by CDS’s strategic development review committee (SDRC). The SDRC determines or reviews, prioritizes and oversees CDS-related systems development and other changes proposed by participants and CDS. The SDRC’s membership includes representatives from the CDS participant community and it meets on a monthly basis.

These amendments were reviewed and granted non-disapproval by the SDRC on May 24, 2018.

The proposed procedure amendments are available for review and download on the User Documentation page on the CDS website at <https://www.cds.ca/cds-services/user-resources/user-documentation>.

B. REASONS FOR TECHNICAL CLASSIFICATION

The amendments proposed in this Notice are considered technical in nature, involving matters of routine operating procedures and administrative practices relating to the settlement services, to correct inaccurate grammar and referencing, and to enhance stylistic formatting.

C. EFFECTIVE DATE OF THE CDS PROCEDURE AMENDMENTS

CDS is recognized as a clearing agency by the Ontario Securities Commission pursuant to Section 21.2 of the Ontario Securities Act, and by the British Columbia Securities Commission pursuant to Section 24(d) of the British Columbia Securities Act, and as a clearing house by the Autorité des marchés financiers pursuant to Section 169 of the Quebec Securities Act. In addition CDS is deemed to be the clearing house for CDSX®, a clearing and settlement system designated by the Bank of Canada pursuant to Section 4 of the Payment Clearing and Settlement Act.

CDS has determined that these amendments will become effective upon receiving the necessary regulatory approvals.

D. QUESTIONS

Questions regarding this notice may be directed to:

Andrea Weissler
Documentation Specialist, Operations Governance & Oversight
CDS Clearing and Depository Services Inc.
100 Adelaide Street West
Toronto, Ontario M5H 1S3
Telephone: (416) 365-8406
Email: andrea.weissler@tmx.com

3. The banking and selling group sets up secondary market trades in CDSX with a value date equal to the closing date of the new issue.

For a reissued security, secondary market trades may be set up with the settlement control indicator (SETTLE field) set to N (hold settlement). Once the reissued security is deposited, the banking and selling group can change the settlement control indicator to Y (settle).

4. On or before the closing date, the underwriter requests a security deposit in CDSX for the amount of the new issue or reissued security and completes the fields as indicated in the table below.

Field	Description
REQUEST DATE	Closing date of the security
SERVICE LEVEL	INS—Instant deposit
MEMO	Include the words “NEW ISSUE” A contact name and telephone number

5. Once the security deposit is saved, a Security Deposit Notice - Entry prints at the underwriter’s location. For more information, refer to *CDS Reporting Procedures*. The underwriter brings the notice to the closing.
6. The transfer agent attends the closing.
7. If the transfer agent is the validator of the deferred certificate inventory or non-certificated inventory security, the transfer agent reviews the details of the deposit request on the Security Deposit Notice - Entry at the closing. Once the new issue closes, the transfer agent confirms the security deposit request in CDSX.

For deferred certificate inventory or non-certificated inventory securities, a certificate is not required.

If CDS is the validator (or custodian) of the security, the underwriter must deliver the Security Deposit Notice - Entry to CDS, along with the certificate registered to CDS & CO., in order for CDS to confirm the deposit request in CDSX.

3.9 Requesting blocks of medium term note ISINs

Medium term note programs are characterized by a series of notes with maturities usually ranging from three to 10 years. The securities are issued weekly, biweekly, monthly and semiannually or when market conditions warrant. CDS processes these programs with direct, unsecured, partially secured and general obligations.

The CDS Medium Term Note service facilitates the processing of medium term notices. To begin the process, the issuer or their fiscal agent requests a block of ISINs to be preassigned to the notes of their program by submitting a request for an ISIN, and subsequent eligibility, on the CDS Services web page (www.cdsservices.ca).

Subsequently, issuers can release a note on the market as funds are needed using one of the preassigned ISINs. Each note may be customized to the issuer's needs at the time of release and may be extendible, retractable, redeemable, convertible, exchangeable or carry other special features.

Issuer responsibilities

The issuer must:

- Determine the structure of the issue as either a single certificate for the value of the entire issue **or** as book-entry-only
- Determine the closing date
- Provide a letter of representations when issuing a book-entry-only security.

Fiscal agent responsibilities

The fiscal agent, who may be the issuer or any organization acting on behalf of the issuer, must:

1. Send a written request to activate a pre-assigned ISIN. The request must include the following:
 - The quantity of ISINs required
 - The terms and conditions of the program (e.g., the currencies and interest rates)
 - A description of the medium term note and a final prospectus
 - A request for depository eligibility with a contact name and fax number (for confirmation)
2. On closing date, request a security deposit in CDSX and arrange for the collection of funds for the initial release.
3. On payable date, pay entitlements through CDS.

At the beginning of the program, CDS provides the fiscal agent with a block of ISINs (minimum purchase of 10 ISINs). As each new medium term note is released, the issuer uses a different ISIN from the block provided at the beginning of the program.

Report category	Report name	Report ID
Trade reports	Exchange Trade Corrections and Adjustments report	000012
	Exchange Trade report	002194
	Domestic Exchange Trade Rejections report	000200
	Outstanding Exchange Trade report	001949
	Outstanding Confirmed Transaction report	000073
	Projected Close-Out report – New York Link Service	000 122 140
	Trade Deletion Warning report	001952
	Trade Reconciliation report	000379, 001953
	Unsettled Non-Exchange Trade report – Post-BNS	002454
	Unsettled Non-Exchange Trade report – Pre-BNS	001951
Trade matching reports	Trade Matching Control Report – BOD	002673
	Trade Matching Control Report – EOD	000102
Transaction reports	CDCC Partial Settlement Details report	000440
	CDS Currency Service Settlements – FX Bank report	000103
	CDS Currency Service Settlements – Participant report	000101
	Daily Transaction report	000230
	Deleted Transaction report	001943
	Future Dated Transaction report	000231
	Month-End Outstanding Cash Summary report	001948
	Settled Transactions report	000038B
	Summary of Outstanding Confirmed Transactions report	000016
	Unsettled Transactions report	000080B

CHAPTER 23

Trade reports

The trade reports contain information on trades completed by participants.

The table below indicates the trade reports and report IDs.

Report	Report ID
Exchange Trade Corrections and Adjustments report	000012
Exchange Trade report	002194
Domestic Exchange Trade Rejections report	000200
Outstanding Exchange Trade report	001949
Outstanding Confirmed Transaction report	000073
Projected Close-Out report – New York Link Service	000 122 140
Trade Deletion Warning report	001952
Trade Reconciliation report	000379, 001953
Unsettled Non-Exchange Trade report – Post-BNS	002454
Unsettled Non-Exchange Trade report – Pre-BNS	001951

23.1 Exchange Trade Corrections and Adjustments report

Report ID	000012
Available	Daily
Data currency	End of day
Retention period	Seven years
Sort order	MARKET ID, CUID, LEDGER, TRADE DATE, SECURITY NUMBER, OTHER CUID, TRANS ID, ORIGINAL ID
Aggregation	SECURITY TOTAL - CAD, SECURITY TOTAL - USD

This report lists all exchange trade error corrections and adjustments.

23.2 Exchange Trade report

Report ID	002194 (new domestic exchange trades)
Available	Daily
Data currency	End of day
Retention period	Seven years

1.3 Pledge types

The following table specifies the codes that are used to identify pledge types.

Loan type	Pledge type	Code	Description
Funds	Advance	A	A loan extended by the Bank of Canada to chartered banks or direct clearing non-banks to augment settlement balances
	Special call	C	A call loan that must be repaid within 24 hours of receiving notice. Either party can call repayment on the loan
	Day loan	D	A funds loan made from a bank's secondary reserve and secured by collateral of short-term Canada bonds or T-bills
	Restricted	L	A funds loan-type transaction where the lender is the Bank of Canada and the collateral pledged is only used to support an LVTS payment to CADS' LVTS account held at the Bank of Canada
	Miscellaneous	M	Loans that do not fall into another category. Special terms are negotiated between the lender and borrower
	Daily overdraft	O	A means of overnight financing, using money market instruments as collateral
	Regular call	R	A temporary funds loan secured by a variety of securities. Either party can call repayment on the loan
Security	Security loan	S	A loan of securities, which can consist of up to 300 different security loan items

1.4 Pledge statuses

The status of a pledge may be set by the participant or by the system. A pledge transaction may have one of the following statuses:

- Unconfirmed – When a new pledge is entered, or a modification to an existing pledge is requested, the initial status of the pledge transaction is unconfirmed. The participant submitting the pledge may change the status from DK to U (unconfirmed).
- Confirmed – The participant accepting the pledge approves the pledge by confirming it.
- DK'd – If the participant accepting the pledge disagrees with the details, they DK (don't know) the pledge instead of confirming it. The participant submitting the pledge must change the details. The participant accepting the pledge then confirms or DK's the new details.



Document converted from Adobe Indesign/
Illustrator files to a single Word document

Application for Participation

Name of Applicant

Date of Application

which with the CDS Rules will become the binding

Participant Agreement

upon acceptance of the Application
by CDS Clearing and Depository Services Inc.

Date of CDS Approval

**Application for Participation: Schedule A3
For Use by Applicant Requesting
Designation as Receiver of Credit**

Initial Filing

Update Filing

To: CDS CLEARING AND DEPOSITORY SERVICES INC.

From: _____
Name of Applicant (Participant)

Please Check Each Applicable Box In Each Section

Selection of Receivers Collateral Pools for CAD and USD:

CAD:

USD:

Contributing Receivers Collateral
Pool (CAD RCP)

Contributing Receivers Collateral
Pool (USD RCP)

Non-contributing Receivers Collateral
Pool (CAD NRCP)

Non-contributing Receivers Collateral
Pool (~~CAD~~ NRCP)
USD

Additional Information:

In support of our application for classification as a Receiver of Credit, we attach the following information:

- (A) most recent audited financial statements;
- (B) most recent quarterly financial statements as provided to Applicant's primary Regulatory Body;
- (C) most recent filing submitted to SRO(s);
- (D) for applicants contributing to CAD RCP, desired level of Formula Amount is: _____;
- (E) for applicants contributing to USD RCP, desired level of Formula Amount is: _____.

We undertake:

- (i) to provide CDS with updates to the information listed above at the same time as we provide quarterly financial statements to our primary Regulatory Body, or at any time upon request by CDS, in accordance with Rule 3.7.2; and,
- (ii) to notify CDS promptly of any material adverse change in our financial status and of any event or occurrence which results in material changes to any of the representations and information contained in this Application.

Add a page 2 to resolve discrepancy between English and French versions.

Application for Participation: Appendix B Example of Bank Reference Letter

(To be prepared on the letterhead of the Financial Institution)

Date

CDS Clearing and Depository Services Inc.
100 Adelaide Street West
Toronto, Ontario
M5H 1S3

Attention: Corporate Secretary

To Whom It May Concern:

~~Dear Sirs:~~

Subject: (Name of Applicant applying for Participation in CDS)

We are pleased to provide this letter of reference in unqualified support of (*Name of Applicant applying for Participation in CDS*) application for approval as a participant in the clearing and depository services of CDS Clearing and Depository Services Inc. This will confirm that (*Name of Applicant applying for Participation in CDS*) has maintained current accounts in good standing at (*Name of Financial Institution*) since (*Date*).

Should you have any further questions, please do not hesitate to contact me at (*Telephone Number*).

Yours very truly,

Name of Financial Institution Representative
Title
Telephone Number
Facsimile Number
E-mail Address

CDSX792 (10/06)

Application for Participation: Appendix C Example of Self-Regulatory Organization (SRO) Reference Letter

(To be prepared on the letterhead of the Self-Regulatory Organization, if applicable)

Date

CDS Clearing and Depository Services Inc.
100 Adelaide Street West
Toronto, Ontario
M5H 1S3

Attention: Corporate Secretary

To Whom It May Concern:

~~Dear Sirs:~~

Subject: Certificate of Good Standing

This letter will confirm that (*Name of Applicant applying for Participation in CDS*) ("the Applicant") is a member of good standing has satisfied the following requirements of the (*Name of Self-Regulatory Organization*) ("the audit jurisdiction SRO"):

1. The Applicant has in force a Financial Institution Bond satisfactory to the audit jurisdiction SRO;
2. The Applicant is duly registered and in good standing with the audit jurisdiction SRO; and
3. To the best knowledge and belief of the senior executive officer responsible for member financial regulation at the audit jurisdiction SRO, the Applicant is in compliance with all applicable requirements.

If you have any further questions, please do not hesitate to contact me at (*Telephone Number*).

Yours very truly,

Name of SRO Representative

Title

Telephone Number

Facsimile Number

E-mail Address

CDSX793 (10/06)

Application for Participation: Appendix D Example of Canadian Payments Association Reference Letter

(To be prepared on the letterhead of the Canadian Payments Association, if applicable)

Date

CDS Clearing and Depository Services Inc.
100 Adelaide Street West
Toronto, Ontario
M5H 1S3

Attention: Corporate Secretary

To Whom It May Concern:

~~Dear Sirs:~~

Subject: (Name of Applicant Applying for Participation in CDS)

This letter will certify that (Name of Applicant applying for Participation in CDS) is a direct clearer and Large Value Transfer Service user.

If you have any further questions, please do not hesitate to contact me at (Telephone Number).

Yours very truly,

Name of Canadian Payments Association Representative
Title
Telephone Number Facsimile Number
E-mail Address

CDSX794 (10/06)

**Application for Participation: Appendix H
Form of Legal Opinion
(Foreign Institution wishing to Participate in CDSX)**

[Date]

[Name, address and firm of Attorney
providing the opinion]

CDS Clearing and Depository Services Inc.
100 Adelaide Street West
Toronto, Ontario M5H 1S3

Attention: Chief Legal Officer

Bank of Canada
234 Wellington Street
Ottawa, Ontario K1A 0G9

Attention: Assistant General Counsel

To Whom It May Concern:

~~Dear Sir:~~

Re: Opinion Relating to Participation of (the “Applicant”) in the CDSX

In this opinion, the following terms have the meanings set out below:

- **“Canadian Branch”** means the Canadian branch or branches to be established by the Applicant; [delete if not applicable]
- **“Clearing House”** means an entity, other than the Bank of Canada or a stock exchange, which provides clearing or settlement services for a Canadian clearing and settlement system, whether or not such entity is a Central Counter-Party;
- **“CDS”** means CDS Clearing and Depository Services Inc., being the Clearing House for the CDSX;
- **“CDSX”** means the domestic clearing, settlement and depository services of CDS, being a designated clearing and settlement system within the meaning of the Payment Clearing and Settlement Act (Canada);
- **“CDSX Participant”** means a Participant in the CDSX, as determined in accordance with the Participant Agreement and Rules;
- **“Incorporating Jurisdiction”** means the jurisdiction named in paragraph 1 below, under the laws of which the Applicant is incorporated or otherwise established;

New

Change

Move checkboxes to top right corner to make room for logo



Notice of Record & Meeting Dates



Move logo as per standard placement, which is top left corner

Issuer Name (maximum 30 characters) _____

English _____ French _____

Address _____ Telephone _____

Contact Name _____

Transfer Agent _____ CUID _____ Name _____ Telephone _____

Address _____ Email Address _____ Contact Name _____

Proxy Type	Meeting Type	Material Distribution Type	Record Date
<input type="checkbox"/> Management	<input type="checkbox"/> Annual	<input type="checkbox"/> Form C holders only	_____
<input type="checkbox"/> Dissenting	<input type="checkbox"/> General	<input type="checkbox"/> All holders Form S	Meeting Date _____
<input type="checkbox"/> Special	<input type="checkbox"/> Extraordinary		Material Mail Date _____

Payment for publication Payment enclosed To be invoiced (Transfer Agents only)

Add Form D check box

Province (must be selected)

Remove percentages
of publications at \$100.00 per publication \$ _____

Plus 5% GST
Merge HST into single line
or 13% HST (ON, NL, NB residents only) \$ _____

or 14% HST (PEI residents only) \$ _____

or 15% HST (NS residents only) \$ _____

Plus 9.975% QST (Quebec residents only) \$ _____
Note: Calculated QST amount is rounded up to the nearest cent.

Total payment enclosed \$ _____

Delete registration numbers section

Clearing and Depository Services Inc.'s
GST/HST Registration Number **8 4 4 1 8 2 1 2 1 RT 0 0 0 1**

Clearing and Depository Services Inc.'s
QST Registration Number **1 2 1 2 4 6 4 6 5 8 T Q 0 0 0 1**

Authorized Signature for Invoicing (Transfer Agents only)
Note: Not required for electronic submission.

ISIN	Voting Status		Security Description
	Y	N	
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

Early Search (Determination of Intermediaries)

Send Early Search report to: Transfer Agent Issuer Other (statutory declaration required)

Send via: Mail Courier (collect) CDS Envelope System Fax #: _____

Proxy Related Material

Will be distributed by: Transfer Agent Issuer Other

Holders of Record

Send Holders of Record and Omnibus Proxy to: Transfer Agent Issuer Other

Send via: Mail Courier CDS Envelope System

This Notice and Request for services is authorized by:

Transfer Agent Issuer Third Party _____
Name of Requesting Party

All services provided by Clearing and Depository Services Inc. here under are subject to the terms and conditions printed on the reverse of this form.

Notice of Record & Meeting Dates

Terms and Conditions

1. Meeting and record dates are published once a week only, in an index available to the financial press.
2. In order to meet the requirements of processing and of National Instrument Policy 54-101, this fully completed Notice of Record & Meeting Dates form must reach CDS Clearing and Depository Services Inc. by 12:00 noon (ET), 25 days before the record date. The deadline for requesters to submit publication instructions is 3 p.m. (ET) on the Wednesday prior to the week intended for publication.
3. Delivery of Early Search report is CDS Clearing and Depository Services Inc.'s acknowledgement of receipt of the Notice of Record and Meeting Dates form.

Please contact Shareholder Communications at (514) 848-6134 if you have not received your Early Search report within seven days of sending your notice to CDS Clearing and Depository Services Inc.

4. The issuer or their agent shall promptly report to CDS Clearing and Depository Services Inc. any error or omission concerning the publication or intended publication of any notice of the issuer's record and meeting dates and if applicable, shall pay the costs of re-publication at the publication fee set out on the front of this form. CDS Clearing and Depository Services Inc.'s liability for any error or omission caused by CDS Clearing and Depository Services Inc. shall be limited to causing the publication, where time permits, at the next scheduled publication date or otherwise, as soon as reasonably practicable, of a corrected or appropriate notice in the newspaper(s) in which the notice was or should have been published.

Send this form by mail or fax to:

CDS Clearing and Depository Services Inc.
 600, boul. de Maisonneuve Ouest
 Bureau 210
 Montréal (Québec)
 H3A 3J2

Fax: (514) 848-6039

Attention: Shareholder Communications

OR

Email: ~~NRMD@cds.ca with attachment → CDSX166~~

↑
 the completed form to

~~Please photocopy this form onto your company letterhead, after blocking out this box.~~

Insert company logo

Date: _____

To: The Canadian Depository for Securities Limited
100 Adelaide Street West, Toronto, Ontario M5H 1S3

Attention: Customer Service

Re: **Replacement Designation of Signing Officers**

In accordance with CDS Service Rule 3.1.1, we replace our previous designation of Signing Officers and designate each of the individuals named below our new Signing Officer authorized to act on behalf of us for all purposes of the Services, and certify that he or she holds the office set opposite his or her name and that the specimen signature set opposite his or her name is his or her genuine signature:

Name	Title	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CDS shall be entitled to rely upon this replacement designation of Signing Officers until a new replacement designation is notified to CDS in accordance with CDS Service Rule 3.1.1.

Signing Officer*

Signing Officer*

* Signatures must be from 2 previous designations



Please email completed form to
cdscdcrelationshipmgmt@tmx.com and
cdscustomersupport@tmx.com

Add p to correct typo: helpdesk

CDS Onsite Contingency On-Demand ~~Service Access Request~~

Remove Calgary and Vancouver
offices

Urgent fax to facilities in:		CDS heldesk numbers:	
<input type="checkbox"/> Toronto 416.365.0842	<input type="checkbox"/> Calgary 403.269.2474	Toronto 416.365.8426/8450	<input type="checkbox"/> Calgary 403.265.7561/7577
<input type="checkbox"/> Montreal 514.848.9379	<input type="checkbox"/> Vancouver 604.685.4557	Montreal 514.848.6036/6162 1010	<input type="checkbox"/> Vancouver 604.685.8582/3705

Or contact your relationship manager for further assistance

Date of onsite access:	Participant name:		
Name of Participant's authorized signing officer:			Phone no.:
Type of service plan user:	Special reporting requirements:		
<input type="checkbox"/> CDS onsite subscriber (priority)			
<input type="checkbox"/> Non-subscriber			
Authorized service IDs required (for non-subscribers only):	Authorized user logon IDs:		
<input type="checkbox"/> Yes <input type="checkbox"/> No	_____		
Signature of Participant's authorized signing officer:			Date:

Note: Billing for this service access request will be included in Participant's cash recap.

To be completed by CDS personnel only

Received fax request at (local time):	Date:	Phone confirmation with customer at (local time):
Room(s) assigned for use:	Request completed by (name):	Customer Service signature:

Request for Participant Holders of Record

The eligible issuer _____ by its duly authorized officer or its appointed agent (if applicable)
(issuer)

_____ hereby requests CDS to provide listings of the positions of CDS participants in the
(name of officer or agent)

security of the issuer eligible to the depository service of CDS Clearing and Depository Services Inc. ("CDS Clearing") upon the terms and conditions on

the reverse hereof:

Eligible security:	ISIN number:
--------------------	--------------

Listing(s) requested:

A. Subscription options, periodically upon the last business day of each week month quarter
 commencing on _____ . All subscriptions end on October 31st of each year.
(date)

or **B.** Specific date(s) as follows: _____

or **C.** Consecutive business days commencing _____ and ending _____ inclusive.

Province **(must be selected)**:

Fee for this request:

Merge separate lines into single HST line Plus 5% GST:

or 13% HST: (ON, NL, NB residents only) or 14%

HST: (PEI residents only) or 15% HST:

(NS residents only)

Plus 9.975% QST: (QC residents only)
Note: Calculated QST amount is rounded up to the nearest cent.

Total:

Delete

~~(CDS GST/HST Registration Number)~~
~~8 3 0 5 0 7 4 9 7 R T 0 0 0 1~~

~~(CDS QST Registration Number)~~
~~1 2 1 5 3 2 5 5 5 1 T Q 0 0 0 1~~

Payment enclosed Invoicing required:

 * pre-authorized invoicing requires authorized signature (transfer agents or issuers on subscription)

Delivery instructions (please specify):

<input type="checkbox"/> CUID _____	<input type="checkbox"/> Courier (COD)	<input type="checkbox"/> Mail	<input type="checkbox"/> Fax number _____	<input type="checkbox"/> Pick-up	<input type="checkbox"/> Other
Contact:				Phone:	
Address:					
City:		Province:		Postal code:	
				Date:	

Requested by:

<input type="checkbox"/> Issuer	<input type="checkbox"/> Transfer agent	<input type="checkbox"/> Third party*	Name of requesting party:
Title:			Authorized signing officer:

CDS internal use only

Request accepted by CDS supervisor/manager signature:	Date:
---	-------

Fax this request to CDS Shareholder Communications at (514) 848-6039.

*Requests submitted by a third party require the completion of an Undertaking to Depository for Intermediary Search Request by completing the form (SMS014 National Instrument 54-101 Undertaking) in order for CDS to release the information.

Confirmation of Registered Holdings Form

The eligible issuer, _____, by its duly authorized officer or its appointed agent (if applicable)
(issuer)
 _____ hereby requests that CDS provide a confirmation of registered holdings ("Confirmation") of the security
(name of officer or agent)
 or securities registered to in the name of the nominee of CDS Clearing and Depository Services Inc. ("CDS Clearing"), CDS & CO., as identified in the attached request
 letter dated _____ and acknowledges that CDS' provision of such Confirmation(s) is subject to the terms and conditions on the reverse hereof:
(date of request)

Fee calculation:

Calculate the fee for the attached request based on the number of ISINs included in the request: Province **(must be selected)**:

Number of ISINs (first 10)	<input type="text"/>	x \$105.00	<input type="text"/>
+ Number of ISINs (11 to 30)	<input type="text"/>	x \$53.00	<input type="text"/>
+ Number of ISINs (over 30)	<input type="text"/>	x \$27.00	<input type="text"/>
Total ISINs:	<input type="text"/>	Sub-total:	<input type="text"/>
	<input type="text"/>	Plus 5% GST:	<input type="text"/>

Merge HST into single line

or 13% HST: (ON, NL, NB residents only)

or 14% HST: (PEI residents only)

or 15% HST: (NS residents only)

Plus 9.975% QST: (QC residents only)

Reformat note **Note:** Calculated QST amount is rounded up to the nearest cent.

Delete

(CDS GST/HST Registration Number)

830507497RT0001

(CDS QST Registration Number)

1215325551TQ0001

Total: Add box for total

Method of payment (please choose one):

<input type="checkbox"/> Payment enclosed Please make cheque or bank draft payable to:	<input type="checkbox"/> Wire payment (Canadian dollars only) Beneficiary Bank: BANK OF MONTREAL 100 King Street West, Toronto, ON M5X 1A3
CDS 100 Adelaide Street West Toronto, ON M5H 1S3 Attn: Finance A/R	SWIFT BIC CODE: BOFMCAM2 Beneficiary Acct. No.: 1594-223 Transit No.: 0002(2) <small>1522-158</small> Beneficiary: CDS 100 Adelaide Street West., Toronto, ON M5H 1S3

Invoice requested

Issuer/Agent has previously been billed by CDS. Please use the most recent billing information on file.

OR

Please use the following billing information:

Issuer:		Agent (if applicable):	
Billing contact:		Phone:	Email:
Billing address:			
City:	Province:	Postal code:	Country:

Requested by:

<input type="checkbox"/> Issuer <input type="checkbox"/> Agent	Name of requesting organization:	Authorized signature:
Name and title of authorized signing officer:		Date:
Phone:		Date:

CDS internal use only

Confirmation request accepted by (CDS signature):	Date:
Payment received by (CDS Finance signature):	Date:
Completed confirmation released by (CDS signature):	Date:

The CDS Medium Term Note service facilitates the processing of medium term notices. To begin the process, the issuer or their fiscal agent requests a block of ISINs to be preassigned to the notes of their program by submitting a request for an ISIN, and subsequent eligibility, on the CDS Services web page (www.cdsservices.ca).

Subsequently, issuers can release a note on the market as funds are needed using one of the preassigned ISINs. Each note may be customized to the issuer's needs at the time of release and may be extendible, retractable, redeemable, convertible, exchangeable or carry other special features.

Issuer responsibilities

The issuer must:

- Determine the structure of the issue as either a single certificate for the value of the entire issue or as book-entry-only
- Determine the closing date
- Provide a letter of representations when issuing a book-entry-only security.

Fiscal agent responsibilities

The fiscal agent, who may be the issuer or any organization acting on behalf of the issuer, must:

1. Send a written request to activate a pre-assigned ISIN. The request must include the following:
 - The quantity of ISINs required
 - The terms and conditions of the program (e.g., the currencies and interest rates)
 - A description of the medium term note and a final prospectus
 - A request for depository eligibility with a contact name and fax number (for confirmation)
2. On closing date, request a security deposit in CDSX and arrange for the collection of funds for the initial release.
3. On payable date, pay entitlements through CDS.

At the beginning of the program, CDS provides the fiscal agent with a block of ISINs (minimum purchase of 10 ISINs). As each new medium term note is released, the issuer uses a different ISIN from the block provided at the beginning of the program.

Report category	Report name	Report ID
Trade reports	Exchange Trade Corrections and Adjustments report	000012
	Exchange Trade report	002194
	Domestic Exchange Trade Rejections report	000200
	Outstanding Exchange Trade report	001949
	Outstanding Confirmed Transaction report	000073
	Projected Close-Out report – New York Link Service	000140
	Trade Deletion Warning report	001952
	Trade Reconciliation report	000379, 001953
	Unsettled Non-Exchange Trade report – Post-BNS	002454
	Unsettled Non-Exchange Trade report – Pre-BNS	001951
Trade matching reports	Trade Matching Control Report – BOD	002673
	Trade Matching Control Report – EOD	000102
Transaction reports	CDCC Partial Settlement Details report	000440
	CDS Currency Service Settlements – FX Bank report	000103
	CDS Currency Service Settlements – Participant report	000101
	Daily Transaction report	000230
	Deleted Transaction report	001943
	Future Dated Transaction report	000231
	Month-End Outstanding Cash Summary report	001948
	Settled Transactions report	000038B
	Summary of Outstanding Confirmed Transactions report	000016
Unsettled Transactions report	000080B	

CHAPTER 23

Trade reports

The trade reports contain information on trades completed by participants.

The table below indicates the trade reports and report IDs.

Report	Report ID
Exchange Trade Corrections and Adjustments report	000012
Exchange Trade report	002194
Domestic Exchange Trade Rejections report	000200
Outstanding Exchange Trade report	001949
Outstanding Confirmed Transaction report	000073
Projected Close-Out report – New York Link Service	000140
Trade Deletion Warning report	001952
Trade Reconciliation report	000379, 001953
Unsettled Non-Exchange Trade report – Post-BNS	002454
Unsettled Non-Exchange Trade report – Pre-BNS	001951

23.1 Exchange Trade Corrections and Adjustments report

Report ID	000012
Available	Daily
Data currency	End of day
Retention period	Seven years
Sort order	MARKET ID, CUID, LEDGER, TRADE DATE, SECURITY NUMBER, OTHER CUID, TRANS ID, ORIGINAL ID
Aggregation	SECURITY TOTAL - CAD, SECURITY TOTAL - USD

This report lists all exchange trade error corrections and adjustments.

23.2 Exchange Trade report

Report ID	002194 (new domestic exchange trades)
Available	Daily
Data currency	End of day
Retention period	Seven years

1.3 Pledge types

The following table specifies the codes that are used to identify pledge types.

Loan type	Pledge type	Code	Description
Funds	Advance	A	A loan extended by the Bank of Canada to chartered banks or direct clearing non-banks to augment settlement balances
	Special call	C	A call loan that must be repaid within 24 hours of receiving notice. Either party can call repayment on the loan
	Day loan	D	A funds loan made from a bank's secondary reserve and secured by collateral of short-term Canada bonds or T-bills
	Restricted	L	A funds loan-type transaction where the lender is the Bank of Canada and the collateral pledged is only used to support an LVTS payment to CDS' LVTS account held at the Bank of Canada
	Miscellaneous	M	Loans that do not fall into another category. Special terms are negotiated between the lender and borrower
	Daily overdraft	O	A means of overnight financing, using money market instruments as collateral
	Regular call	R	A temporary funds loan secured by a variety of securities. Either party can call repayment on the loan
Security	Security loan	S	A loan of securities, which can consist of up to 300 different security loan items

1.4 Pledge statuses

The status of a pledge may be set by the participant or by the system. A pledge transaction may have one of the following statuses:

- Unconfirmed – When a new pledge is entered, or a modification to an existing pledge is requested, the initial status of the pledge transaction is unconfirmed. The participant submitting the pledge may change the status from DK to U (unconfirmed).
- Confirmed – The participant accepting the pledge approves the pledge by confirming it.
- DK'd – If the participant accepting the pledge disagrees with the details, they DK (don't know) the pledge instead of confirming it. The participant submitting the pledge must change the details. The participant accepting the pledge then confirms or DK's the new details.

Application for Participation

Name of Applicant

Date of Application

which with the CDS Rules will become the binding

Participant Agreement

**upon acceptance of the Application by
CDS Clearing and Depository Services Inc.**

Date of CDS approval

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Instructions for Completing the Application for Participation

Two original copies of the Participant Agreement and the applicable Schedules should be completed, signed, and delivered to Regional CDS office. One original of the Application and the Schedules will be returned to the Applicant by CDS following approval. The documentation attached will not be returned by CDS.

1. Please ensure that you meet the eligibility, qualifications, and standards for participation set forth in Participant Rules 2.2.4, 2.2.5, 2.2.6, and 2.2.7 pertaining to your relevant category indicated in Schedule A of the Application form. You will find these Rules on the CDS Web site in the Services section.
2. **Calculation of the Entrance Fees and Contribution of Participant Funds**
 - a) Entrance Fee (Rule 3.5.1)
 - i. Applicants to participate other than as ATON Participants or ACT Participants
 - subject to the minimum and maximum amounts set out below, the entrance fee is 0.5% of the applicant's Invested Capital or for applicants without Invested Capital, 0.1% of the fair market value of their Canadian securities portfolio.
 - the minimum entrance fee is \$50,000 Cdn and the maximum is \$250,000 Cdn.
 - ii. ATON Participant and ACT Participant applicants
 - entrance fee is \$5,000 Cdn.
 - b) Collateral Pool Contributions (Rules 5.9, 5.12) (**not applicable for limited purpose Participant applications**)
 - full service Participant applicants request to be designated as a Participant in a particular category and are required to join the Category Credit Ring (or Rings in the case of Receivers of Credit) applicable to that category.
 - for an Extender of Credit, the minimum amount of the Extenders Collateral Pool is the amount determined in accordance with a formula or tables prepared from time to time by the Extenders Senior Risk Management Committee and the applicant's required contribution is its pro rata share determined in accordance with Rule 5.12.3.
 - for a Settlement Agent, the minimum amount of the Settlement Agents Collateral Pool is the amount determined in accordance with a formula or tables prepared from time to time in a written communication to CDS pursuant to the Settlement Agents Credit Ring Agreement and the applicant's required contribution is its pro rata share determined in accordance with Rule 5.12.3.
 - for a Receiver of Credit, its contribution to the CAD Receivers' Collateral Pool and to the USD receivers' Collateral Pool (optional) will determine the size of its cap in the respective currency; CDS will determine the required collateral contribution based on the applicant's indicated cap requirements and on the leverage factor for the respective collateral pool.
 - c) Participant Fund Contributions (Rules 5.7, 5.8, 10.7) (**not applicable for limited purpose Participant applicants**)
 - for a Participant in the CNS Function, no initial fund contribution is required but, following an initial period of CNS usage by the Participant, a contribution amount will be calculated by CDS and the Participant will be notified accordingly.

d) Link Fund Contributions (Rule 10.7)

- for a Participant in the New York Link Service, an initial cash contribution to the New York Link Fund is required in the amount of \$20,000 US.
- for a Participant in the DTC Direct Link Service, an initial cash contribution to the DDL Link Fund is required in the amount of \$10,000 US.

3. **Schedules**

The following Schedules must be filled out by the applicant prior to applying for participation:

1. Schedule A: Classification of Participant
2. Schedule A1: Applicant Requesting Designation as Extender of Credit (if applicable)
3. Schedule A2: Applicant Requesting Designation as Settlement Agent (if applicable)
4. Schedule A3: Applicant Requesting Designation as Receiver of Credit (if applicable)
5. Schedule B: Designation of Signing Officers
6. Schedule C: Selection of Services
7. Schedule C1: Trade Matching Profile (if applicable)
8. Schedule D: Notification Information to Participant Agreement or Application for Participation
9. Schedule E: Application to Participate as TA Participant

4. **Additional Documentation to be Attached to the Application for Participation**

a) Supplementary Information (Appendix A)

b) Financial Information:

- Past three years' audited financial statements
- Most recent interim unaudited financial statements
- Most recent annual report (if available)

c) Banking and Credit Information:

- Bank reference letter (see sample Appendix B)
- Credit check (to be processed by CDS)
- Debt rating (if available)

d) Insurance:

- Certificate of financial institution bond insurance in minimum amount of \$500,000 Cdn, including Central Handling of Securities Rider
- History of Claims record, if applicable (to be provided by insurance company)

e) Regulation:

- Membership in Self-Regulatory Organization (SRO) and reference letter, if applicable (see sample Appendix C)
- Membership in Canadian Payments Association (CPA) and reference letter, if applicable (see sample Appendix D)

f) Appointment and Authorization of Service Bureau (Appendix E)

g) Personnel:

- List of key employees in operations and systems
- Description of experience of key officers/employees

h) Entrance fee is to be wired to CDS Clearing and Depository Services Inc. A completed "Calculation of Entrance Fees" (Appendix F) is required. Please contact Customer Service for details.

i) Withholding Tax:

- Instructions for Completing U.S Withholding Tax forms (Appendix G)
- Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding (Appendix G1)
- Initial Withholding Statement (Appendix G2)

j) Facilities:

- Customer Service staff visit to premises
- Information Technology staff assistance with communications, network access, and security procedures

k) A Foreign institution must provide CDS with:

- A legal opinion on the validity of the execution of the Application for Participation (Appendix H)

l) Personal Property Security Act: (not applicable for limited purpose Participant applicants)

- Security interests are granted to CDS by Participants to mitigate the risk associated with the potential default of any Participant
- CDS registers against a Participant under the personal property security legislation of the province(s) in which a Participant has its chief executive office and registered head office (Appendix I)

m) Pre-Authorized Debit Agreement:

- Participant authorization to CDS to direct debit an account (or accounts) for collection of specified fees (Appendix J)

- n) Matched Institutional Trade Interface Service — VMU: (not applicable for limited purpose Participant applicants)
- A Participant wishing to use a trade matching utility (VMU) to submit matched trades to CDS on its behalf for settlement in CDSX is required to appoint a VMU
 - Participant appointment authorizes CDS to accept instructions from VMU and to provide communications relating to matched trades to the VMU (Appendix L)

Participant Agreement

1. **Application**

We hereby apply to CDS Clearing and Depository Services Inc. ("CDS") for acceptance as a Participant in the Services provided by CDS.

2. **Binding Agreement**

We agree that this application shall constitute an agreement binding on us and CDS (the "Participant Agreement") upon acceptance of the application by CDS as indicated by its execution of this application.

3. **Rules, Procedures and User Guides**

We agree to be bound by the rules adopted by CDS (the "Rules"), the Procedures and the User Guides, as from time to time in force. All capitalized terms in this application not otherwise defined have the meanings attached to such terms by the Rules. The Participant Agreement, together with the Rules, the Procedures and the User Guides, constitute the "Legal Documents" referred to in this application. Versions of the Legal Documents in English or French are equally authentic.

4. **Scope of Agreement**

We agree that the provisions of the Legal Documents shall govern all our rights and obligations as a Participant in the Services, and shall constitute the terms and conditions of every Settlement and of the relationships in the Services between us and CDS and between us and each other Participant. The Legal Documents shall not affect the rights and obligations between Participants arising from any relationship entered into by them or agreement made between them outside of the Services.

5. **Common Form Agreement**

We understand that each Participant enters into an agreement with CDS having terms and conditions substantially similar to those contained in the Participant Agreement. In contracting with CDS in such common form it is our intent that the Legal Documents constitute contractual obligations between us and all other Participants (as they may be from time to time) and between CDS and all Participants including us, which obligations are enforceable directly by and against us, any other Participant and CDS.

6. **Severability**

If for any reason any provision of the terms of the Legal Documents is found to be unenforceable or invalid, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions and such unenforceable or invalid provision shall be severed from such remaining provisions.

7. **Assignment**

We agree that we shall not assign our rights and obligations pursuant to the Participant Agreement without the prior written consent of CDS. CDS may assign its rights and obligations pursuant to the Participant Agreement to any person who succeeds to the rights and obligations of CDS with respect to the Services generally. The Participant Agreement shall ensure to the benefit of and be binding upon the respective successors and permitted assigns of ourselves and CDS.

8. Classification

We request that CDS classify us in the categories designated on Schedule A. We represent and warrant to CDS that we meet all the qualifications and standards set by CDS for the designated categories. If we wish to be classified in any other category, we shall apply to CDS.

9. Signing Officers

We designate the persons named in Schedule B as our Signing Officers for the Services. CDS shall be entitled to rely upon this designation of Signing Officers until any changes are notified to CDS in accordance with the Rules.

10. Services and Securities

We make this application in respect of those Services and Securities designated in Schedule C. If we wish to make use of any other Service or to use any Service for any other class of Securities or for any use not authorized in the Legal Documents, we shall apply to CDS. We agree that the Legal Documents shall apply to all Services of which we shall at any time make use and to our use at any time of any Service for any class of Securities, whether designated on Schedule C or not.

11. Notices

We acknowledge that the information set out in Schedule D is provided to CDS for the purpose of giving notice to us pursuant to the Rules. We warrant to CDS that the information set out in Schedule D is accurate and acknowledge that CDS may rely on such information for the giving of notice to us until we provide other information to CDS in accordance with the Rules.

12. Choice of Law – Common Form Agreement

We understand that CDS processes information relating to the Services in Ontario. In order that the rights and obligations arising from each and every relationship and Settlement in the Services between all Participants and between all Participants and CDS be governed by a uniform standard, the Legal Documents (other than the Individual Provisions) shall constitute a contract made under the laws of Ontario. Such contract shall be deemed to be performed in Ontario, and shall be governed by and construed in accordance with the laws of Ontario. The rights and obligations of all Participants including ourselves and of CDS arising under any relationship or Settlement in the Services shall be determined exclusively in accordance with the laws of Ontario, without regard to the conflict of laws provisions thereof.

13. Choice of Law – Individual Provisions

The General Rules governing our Participant in the Services pertaining to admission, suspension, termination fees, charges and confidentiality of information (the "Individual Provisions") constitute a contract between ourselves and CDS distinct and separate from the other contractual provisions of the Legal Documents. In any proceeding involving us and CDS in respect of the Individual Provision, the Individual Provisions shall constitute a contract between ourselves and CDS made under the laws of the province or territory in Canada in which we have executed this application, as noted on the execution page of this application (which shall be deemed to be Ontario if the place of execution is not noted on this application or if this application is executed outside Canada). Such contract shall be deemed to be performed in, and shall be governed by and construed in accordance with the laws of, that province or territory, without regard to the conflict of laws provisions thereof.

14. Submission to Jurisdiction

All suits, actions or proceedings of any kind arising out of or in relation to the Legal Documents or our participation in the Services, whether between ourselves and CDS or between ourselves and any other Participant, may be brought in the Supreme Court of Ontario in Toronto. We submit to the jurisdiction of such Court for the purpose of any such suit, action or proceeding.

15. Service of Process

We designate each of our Signing Officers for the Services as our agent for service of process with respect to any suit, action or proceeding arising out of or in relation to the Legal Documents or our participation in the Services, whether between ourselves and CDS or between ourselves and any other Participant. We agree that service on any Signing Officer shall be binding and effective on us.

16. Other Contracts Not Affected

Notwithstanding clauses 12 and 13, if Participants enter into a contract to which CDS is not a party, which creates rights and obligations to transfer securities or money between them through the facilities of CDS and which incorporates the terms of the Legal Documents expressly or by implication or on which the terms of the Legal Documents have an impact, then they may agree that such terms shall be interpreted in accordance with the same laws that govern the contract. An agreement made under this clause 16 shall not be effective with respect to any right or obligation of the Participants that involves or in any way affects any right or obligation of CDS or any other Participant under the Legal Documents.

EXECUTED BY THE APPLICANT at _____, _____	
this _____ day of _____, 20_____	
_____ (Name of Applicant)	
by: _____ (duly authorized signatory)	by: _____ (duly authorized signatory)
title: _____ (please print)	title: _____ (please print)
name: _____ (please print)	name: _____ (please print)
ACCEPTED BY CDS at Toronto, Ontario this _____ day of _____	
CDS CLEARING AND DEPOSITORY SERVICES INC.	
by: _____ (duly authorized signatory)	by: _____ (duly authorized signatory)
name/title: _____	name/title: _____
[Note: the statement below with respect to the language of the application will appear separately and only on applications in English executed in Québec.]	

This Application for Participation is also available in the French language. Cette Demande d'adhésion est également offerte en français. By executing this application in the English language, we declare that it is our wish that this document and the documents related to it be in the English language only. En signant la version anglaise de la présente Demande d'adhésion, nous déclarons vouloir que le present document et tous les documents afférents soient rédigés en langue anglaise seulement.

(Name of Applicant)

by: _____
(duly authorized signatory)

by: _____
(duly authorized signatory)

title: _____
(please print)

title: _____
(please print)

name: _____
(please print)

name: _____
(please print)

Application for Participation: Schedule A Classification of Participant

Initial filing

Update filing

To: CDS CLEARING AND DEPOSITORY SERVICES INC.

From:

(Full Legal Name of Applicant)

(If Applicant has both an English and a French name, set out both in full)

(Full Address of Registered Office)

(Full Address of Chief Executive Office, if different from Registered Office)

Please Check Only One Box In Each Section

A. The Applicant's jurisdiction of Incorporation/Creation is the following:

Federal

Provincial/Territorial

(Specify province or territory)

Foreign

(Specify foreign jurisdiction)

Name of Statute Pursuant to which Applicant is Incorporated/Created:

B. Regulation of Applicant:

- Office of Superintendent of Financial Institutions (OSFI) Ministry of Financial Institutions (Ontario)
- Inspecteur général des institutions financières Other _____
(Specify other)

Securities Commissions:

- AB BC MB NB NF NS NWT ON
- PEI QC SK Other _____
(Specify other)

Self-Regulatory Organizations:

- Bourse de Montréal Investment Industry Regulatory Organization of Canada (IIROC)
- Market Regulation Services (RS) Other _____
(Specify other)

C. As provided by Rule 2.2, we apply to become a participant of CDS in one of the following categories:

- Regulated Financial Institution Foreign institution
- Government Body Bank of Canada

D. As provided by Rule 2.3, we apply to be classified in the following Participant category:

Full service:

- Extender of Credit Receiver of Credit
- Settlement Agent ATON Participant

Limited purpose:

- TA Participant ATON Participant
- ACT Participant

We may from time to time apply to CDS to be reclassified into another category. CDS may reclassify a participant if it ceases to meet any qualification, standard, or classification requirement for the category into which it has been classified.

Name of Applicant (Participant)

Name and Title of Signing Officer

Signature of Signing Officer

Date

CDSX786-pg. 3 (07/08)

Application for Participation: Schedule A1 For Use by Applicant Requesting Designation as Extender of Credit

 Initial filing

 Update filing

To: CDS CLEARING AND DEPOSITORY SERVICES INC.

From:

Name of Applicant (Participant)

Please Check Only One Box In Each Section

Type of Financial Institution:

 Schedule I Bank

 Schedule II Bank

 Schedule III Bank

 Trust Company or Corporation

 Credit Union

 Credit Union Central

 Loan Company or Corporation

 Savings or Credit Union

 Alberta Treasury Branches

 Institution regulated pursuant to an Act respecting financial services cooperatives (Québec)

Status in Canadian Payments Association:

 Direct Clearer

 Group Clearer

 Applicant confirms that Applicant is LVTS User (as defined in Rule 1.2.1)

LVTS User (as defined in Rule 1.2.1):

 Yes

 No

Capital:

 Applicant confirms that its Capital (as defined in Rule 1.2.1) equals or exceeds \$1 billion Cdn

Execution of Required Legal Agreements:

 Applicant undertakes to execute the Extender Credit Ring Agreement pursuant to Rule 2.3.3 and advise CDS upon execution

 Applicant undertakes to execute the Inter-Surety Agreement pursuant to Rule 2.4.9 and advise CDS upon execution

Additional Information:

In support of our application for classification as Extender of Credit, we attach the following information:

- (A) most recent audited financial statements;
- (B) most recent quarterly financial statements as provided to Applicant's primary Regulatory Body;
- (C) statement of the amount of Applicant's Capital (as defined in Rule 1.2.1);
- (D) Applicant's Rating Discount (as defined in Rule 5.10.8) and the rating(s) of its short-term debt by the Bond Rating Service(s) upon which the Rating Discount is based;
- (E) Applicant's Formula Amount (as defined in Rule 5.10.5);
Note: Formula amount determines Extender's System Operating Cap unless other members of the Extender Credit Ring designate a lesser amount;
- (F) a portion of the System Operating Cap may be allocated to establish U.S. Cap;
- (G) any required approvals by Regulatory Bodies having jurisdiction over Applicant (pursuant to Rule 3.7.1)

We undertake:

- (i) to provide CDS with updates to the information listed above at the same time as we provide quarterly financial statements to our primary Regulatory Body, or at any time upon request by CDS, in accordance with Rule 3.7.2; and;
- (ii) to notify CDS promptly of any material adverse change in our financial status and of any event or occurrence which results in material changes to any of the representations and information contained in this Application.

We understand that a fee may be assessed by CDS for failure to provide timely notification of a material change. We also understand that this Application form is provided to us as a convenience and that it is our obligation to ensure that we comply with the requirements of the Rules, as they are amended from time to time, which set out the requisite qualifications of the Participant category into which we have asked to be classified.

Name of Applicant (Participant)

Signature of Signing Officer

Name and Title of Signing Officer

CDSX783-pg. 2 (05/02)

Application for Participation: Schedule A2 For Use by Applicant Requesting Designation as Settlement Agent

 Initial filing

 Update filing

To: CDS CLEARING AND DEPOSITORY SERVICES INC.

From:

Name of Applicant (Participant)

Please Check Only One Box In Each Section

Type of Financial Institution:

 Schedule I Bank

 Schedule II Bank

 Schedule III Bank

 Trust Company or Corporation

 Credit Union

 Credit Union Central

 Loan Company or Corporation

 Savings or Credit Union

 Alberta Treasury Branches

 Institution regulated pursuant to an Act respecting financial services cooperatives (Québec)

Status in Canadian Payments Association:

 Direct Clearer

 Group Clearer

 Applicant confirms that Applicant is LVTS User (as defined in Rule 1.2.1)

LVTS User (as defined in Rule 1.2.1):

 Yes

 No

Capital:

 Applicant confirms that its Capital (as defined in Rule 1.2.1) equals or exceeds \$1 billion Cdn

Execution of Required Legal Agreements:

 Applicant undertakes to execute the Settlement Agent Credit Ring Agreement pursuant to Rule 2.3.3 and advise CDS upon execution

Additional Information:

In support of our application for classification as Settlement Agent, we attach the following information:

- (A) most recent audited financial statements;
- (B) most recent quarterly financial statements as provided to Applicant's primary Regulatory Body;
- (C) statement of the amount of Applicant's Capital (as defined in Rule 1.2.1); and its Regulatory Capital (as defined in Rule 5.10.6);
- (D) Applicant's Rating Discount (as defined in Rule 5.10.8) and the rating(s) of its short-term debt by the Bond Rating Service(s) upon which the Rating Discount is based;
- (E) Applicant's Formula Amount (as defined in Rule 5.10.6);
- (F) Applicant's System Operating Cap (as defined in Rule 5.10.3);
- (G) a portion of the System Operating Cap may be allocated to establish U.S. Cap;
- (H) any required approvals by Regulatory Bodies having jurisdiction over Applicant (pursuant to Rule 3.7.1)

We undertake:

- (i) to provide CDS with updates to the information listed above at the same time as we provide quarterly financial statements to our primary Regulatory Body, or at any time upon request by CDS, in accordance with Rule 3.7.2; and;
- (ii) to notify CDS promptly of any material adverse change in our financial status and of any event or occurrence which results in material changes to any of the representations and information contained in this Application.

We understand that a fee may be assessed by CDS for failure to provide timely notification of a material change. We also understand that this Application form is provided to us as a convenience and that it is our obligation to ensure that we comply with the requirements of the Rules, as they are amended from time to time, which set out the requisite qualifications of the Participant category into which we have asked to be classified.

Name of Applicant (Participant)

Signature of Signing Officer

Name and Title of Signing Officer

Date

CDSX803 pg. 2 (05/03)

Application for Participation: Schedule A3 For Use by Applicant Requesting Designation as Receiver of Credit

Initial filing

Update filing

To: CDS CLEARING AND DEPOSITORY SERVICES INC.

From:

Name of Applicant (Participant)

Please Check Only One Box In Each Section

Selection of Receivers Collateral Pools for CAD and USD:

CAD:

USD:

Contribution Receivers Collateral Pool (CAD RCP)

Contributing Receivers Collateral Pool (USD RCP)

Non-contributing Receivers Collateral Pool
(CAD NRCP)

Non-contributing Receivers Collateral Pool
(USD NRCP)

Additional Information:

In support of our application for classification as Settlement Agent, we attach the following information:

- (A) most recent audited financial statements;
- (B) most recent quarterly financial statements as provided to Applicant's primary Regulatory Body;
- (C) most recent filing submitted to SRO(s);
- (D) For applicants contributing to CAD RCP, desired level of Formula Amount is: _____;
- (E) For applicants contributing to USD RCP, desired level of Formula Amount is: _____;

We undertake:

- (i) to provide CDS with updates to the information listed above at the same time as we provide quarterly financial statements to our primary Regulatory Body, or at any time upon request by CDS, in accordance with Rule 3.7.2; and;
- (ii) to notify CDS promptly of any material adverse change in our financial status and of any event or occurrence which results in material changes to any of the representations and information contained in this Application.

We understand that a fee may be assessed by CDS for failure to provide timely notification of a material change. We also understand that this Application form is provided to us as a convenience and that it is our obligation to ensure that we comply with the requirements of the Rules, as they are amended from time to time, which set out the requisite qualifications of the Participant category into which we have asked to be classified.

Name of Applicant (Participant)

Signature of Signing Officer

Name and Title of Signing Officer

Date

CDSX787-page 2 (05/03)

Application for Participation: Schedule B Designation of Signing Officer

Initial filing

Update filing

To: CDS CLEARING AND DEPOSITORY SERVICES INC.

We designate each of the individuals names below a Signing Officer authorized to act on behalf of us for all purposes of the Services and certify that he or she holds the office set opposite his or her name and that the specimen signature set opposite his or her name is his or her genuine signature:

Name	Title	Specimen
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CDS shall be entitled to rely upon this designation of Signing Officers until any changes are notified to CDS in accordance with the Rules.

Name of Applicant (Participant)

Signature of Signing Officer

Name and Title of Signing Officer

Date

CDSX788 (10/06)

Application for Participation: Schedule C Selection of Services

 Initial filing

 Update filing

To: CDS CLEARING AND DEPOSITORY SERVICES INC.

From:

Name of Applicant (Participant)

We apply to use the following Services offered by CDS:

Settlement Services:

 CDSX

 DTC Direct Link Service

 New York Link Service

 CNS

Reporting Services:

 ACT

 Strip Bond Report Service

 ATON (includes use of ATON within CDSX)

 Trade Matching¹

Information Services:

 Bulletins

 Entitlements Messaging

 CDSX Entitlements Data Feed

 CDSX Security Master File (SMF)

Other Services:

 Delivery Services

 Lock Box

 SOLA

 Onsite Contingency Service

 InterLink

 Cross-border Service (not a member of the
NYL/DDL Services)

 CANNEX

¹Mandatory for all IIROC members. Non-IIROC members must also complete form CDSX800.

Name of Applicant (Participant)

Signature of Signing Officer

Name and Title of Signing Officer

Date

CDSX789 page 2 (09/09)

Application for Participation: Schedule C1 Trade Matching Profile for Non-IIROC Members

Action: Initial direction to set up Participant for Trade Matching

Change in specific CUIDs to be eligible for Trade Matching

Company code

Company name

Date

Contact name and phone number

CUIDS Add

Delete

Requested effective date of change

Authorized signing officer

Date

CDSX800 (07/08)

Application for Participation: Schedule D
Notification Information to Participant Agreement or Application for Participation

Initial filing

Update filing

To: CDS CLEARING AND DEPOSITORY SERVICES INC.

CDS may rely on the following information for giving notice to us until we provide other updated information to CDS.

Full Legal Name of Applicant
(Participant):

Address:

Title:

Telephone Number:

Facsimile Number:

E-mail Address:

Language of Preference:

English

French

Name of Applicant (Participant)

Signature of Signing Officer

Name and Title of Signing Officer

Date

Application for Participation: Schedule E Application for Participate as TA Participant

To: CDS CLEARING AND DEPOSITORY SERVICES INC.

We apply to participate in CDSX as a TA Participant. In that capacity we will provide confirmation of the Deposit and Withdrawal of all CDSX eligible Securities for which we act as agent of the Issuer, as well as Closing Balance Reports to CDS.

We currently act as Transfer Agent for the number of CDSX eligible Securities specified below:

_____ Securities.

We understand that as a TA Participant, we may also act as an Entitlements Processor or CDSX Depository Agent but that we are not obligated to use such functionality for all or any of the entitlements or Tenders with which we may be involved, regardless of whether or not we are the Issuer's or offeror's agent for any such entitlement or Tender.

Name of Applicant (Participant)

Signature of Signing Officer

Name and Title of Signing Officer

Date

CDSX809 (10/06)

**Application for Participation: Appendix A
Supplemental Information**

1. Senior Executives:

Chairman

Name

Phone number

Facsimile Number

E-mail Address

President/Executive Officer

Name

Phone number

Facsimile Number

E-mail Address

Chief Operating Officer

Name

Phone number

Facsimile Number

E-mail Address

Vice-President, Finance/Chief Financial Officer

Name

Phone number

Facsimile Number

E-mail Address

2. Related Entities:

(a) Entity controlling Applicant in any manner:

(b) Entity controlled directly by Applicant

Legal Name

Legal Name

Full Address

Full Address

Name of Applicant (Participant)

Signature of Signing Officer

Name and Title of Signing Officer

Date

Application for Participation: Appendix B
Example of Bank Reference Letter

(To be prepared on the letterhead of the Financial Institution)

Date

CDS Clearing and Depository Services Inc.
100 Adelaide Street West
Toronto, Ontario
M5H 1S3

Attention: Corporate Secretary

To Whom It May Concern:

Subject: (Name of Applicant applying for Participation in CDS)

We are pleased to provide this letter of reference in unqualified support of (Name of Applicant applying for Participation in CDS) application for approval as a participant in the clearing and depository services of CDS Clearing and Depository Services Inc. This will confirm that (Name of Applicant applying for Participation in CDS) has maintained current accounts in good standing at (Name of Financial Institution) since (Date).

Should you have any further questions, please do not hesitate to contact me at (Telephone Number).

Yours very truly,

Name of Financial Institution Representative

Title

Telephone Number

Facsimile Number

E-mail Address

Application for Participation: Appendix C
Example of Self-Regulatory Organization (SRO) Reference Letter

(To be prepared on the letterhead of the Self-Regulatory Organization, if applicable)

Date

CDS Clearing and Depository Services Inc.
100 Adelaide Street West
Toronto, Ontario
M5H 1S3

Attention: Corporate Secretary

To Whom It May Concern:

Subject: Certificate of Good Standing

This letter will confirm that (Name of Applicant applying for Participation in CDS) ("the Applicant") is a member of good standing has satisfied the following requirements of the (Name of Self-Regulatory Organization) ("the audit jurisdiction SRO"):

1. The Applicant has in force a Financial Institution Bond satisfactory to the audit jurisdiction SRO;
2. The Applicant is duly registered and in good standing with the audit jurisdiction SRO; and
3. To the best knowledge and belief of the senior executive officer responsible for member financial regulation at the audit jurisdiction SRO, the Applicant is in compliance with all applicable requirements.

If you have any further questions, please do not hesitate to contact me at (Telephone Number).

Yours very truly,

Name of SRO Representative

Title

Telephone Number

Facsimile Number

E-mail Address

Application for Participation: Appendix D
Example of Canadian Payments Association Reference Letter

(To be prepared on the letterhead of the Canadian Payments Association, if applicable)

Date

CDS Clearing and Depository Services Inc.
100 Adelaide Street West
Toronto, Ontario
M5H 1S3

Attention: Corporate Secretary

To Whom It May Concern:

Subject: (Name of Applicant Applying for Participation in CDS)

This letter will certify that (Name of Applicant applying for Participation in CDS) is a direct clearer and Large Value Transfer Service user.

If you have any further questions, please do not hesitate to contact me at (Telephone Number).

Yours very truly,

Name of Canadian Payments Association Representative

Title

Telephone Number Facsimile Number

E-mail Address

CDSX794 (10/06)

Application for Participation: Appendix E Appointment and Authorization of Service Bureau

To: CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS")

a Participant or an applicant for participation at CDS (the "Participant") hereby appoints:			
(the "Service Bureau")			
_____	_____		
Service Bureau/Contact Person	Phone Number		
<p>to act for and on behalf of the Participant's transactions effected through the Services for CDS, as the term "Services" (the "Services") is defined in the Participant Agreement and Service Rules of CDS (the "CDS Rules").</p> <p>The Participant hereby authorizes and directs CDS to accept and rely upon every communication, transaction, authorization or instruction for Participant's activities in the Services ("Communications") submitted through the Service Bureau which are identified by the Participant's Authentication Mechanism (as such term is defined in the CDS Rules). Until and unless this Appointment and Authorization is amended or terminated, CDS may accept and rely upon Communications submitted through the Service Bureau in the same manner as if such Communications came directly from the Participant.</p> <p><i>(Cross out the following paragraph, if inapplicable, and initial the change.)</i></p> <p>The Participant further authorizes and directs CDS to provide to the Service Bureau, rather than, or (only if requested in writing by Participant) in addition to Participant, confirmations, advises, reports and other documents and communications relating to Participant's transactions in respect of the Services.</p> <p>The Participant acknowledges that, except as specifically provided herein, nothing in this Appointment and Authorization affects the rights or obligations of the Participant and CDS as set forth in the CDS Rules. This Appointment and Authorization shall remain in full force and effect until amended or terminated by the Participant giving written notice delivered, sent by regular pre-paid first class mail or faxed to CDS at</p> <p>100 Adelaide St. West, Toronto, Ontario M5H 1S3, Attention: Chief Legal Officer, fax number (416) 365-1984, or by CDS giving written notice delivered, sent by regular pre-paid first class mail or faxed to the Participant at the Participant's last known address and contact person according to CDS' records. The effective time for notice shall be as prescribed in the CDS Rules as they may be amended from time to time.</p>			
Dated this	_____	day of	_____, 20____.

Name of Participant or Applicant for Participation			

Per: Name and Title of Authorized Signing Officer			

Per: Name and Title of Authorized Signing Officer			

CDSX795 (03/06)

Application for Participation: Appendix F Calculation of Entrance Fees

In order to calculate the applicable Entrance Fee please complete the following: *(ATON Participant applicants — go to Step 3 and enter \$5,000 in box (E))*

Step 1
Calculation of fees related to the Applicant or Participant:

	With Invested Capital or equivalent ownership (Amount A)	Without Invested Capital (Amount B)		
Share Capital	\$ _____	Fair market value of Canadian securities portfolio under its ownership, management, control or custody		
Subordinated Debt	\$ _____			
Retained Earnings	\$ _____			
Contributed and Earned Surpluses	\$ _____		\$ _____	
			x 0.1%	
General Contingency, Investment and required reserves	\$ _____			
Total	\$ _____		Insert amount IN (A) or (B)	
	x 0.5%			
(A)	\$ _____	(B)	\$ _____	

If greater than \$250,000, go to (E) and insert \$250,000

Step 2
Calculation of fees relating to a controlling corporation or entity: *(To be completed only if the applicant or participant is a subsidiary or is controlled by another entity which is not a participant nor an applicant in the service(s) being applied for.)*

Controlling corporation or entity which controls, directly or indirectly in any manner whatever, the applicant or participant, as determined by CDS in its discretion,

	With Invested Capital or equivalent ownership (Amount C)	Without Invested Capital (Amount D)		
Share Capital	\$ _____	Fair market value of Canadian securities portfolio under its ownership, management, control or custody		
Subordinated Debt	\$ _____			
Retained Earnings	\$ _____			
Contributed and Earned Surpluses	\$ _____		\$ _____	
			x 0.1%	
General Contingency, Investment and required reserves	\$ _____			
Total	\$ _____		Insert amount IN (C) or (D)	
	x 0.5%			
(C)	\$ _____	(D)	\$ _____	

Step 3
Consolidate Steps 1 + 2:

Applicant or participant	(A) or (B)	\$ _____
Controlling corporation or entity	plus	(C) or (D) \$ _____
	Total:	(E) \$ _____

minimum \$50,000, maximum \$250,000, then go to Step 4

Step 4
Determine total Entrance Fee by inserting amount in (E) below:

Total entrance fee to be paid:	\$ _____		
Plus 5% GST	\$ _____	CDS's GST/HST Registration Number	8 4 4 1 8 2 1 2 1 R T 0 0 1
or 12% HST (BC residents only)	\$ _____		
or 13% HST (ON, NL, NB residents only)	\$ _____	CDS's QST Registration Number	1 2 1 2 4 6 4 6 5 8 T Q 0 0 1
or 15% HST (NS residents only)	\$ _____		
Subtotal	\$ _____		
Plus 9.975% QST (Quebec residents only)	\$ _____		
Amount of Payment	\$ _____		

Note: Before preparing payment, read Instructions for Completing the Application for Participation on page 3.

Application for Participation: Appendix G

Instructions for Completing U.S. Withholding Tax Forms

1. CDS is required to comply with the US Internal Revenue Code and regulations pertaining to withholding and remitting of tax on US source income paid to its Participants. Accordingly, Applicants who hold securities on behalf of other account holders are required to complete IRS Form W-8IMY and return that to CDS as part of the application package. Form W-8IMY may be obtained from the IRS at <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>.
2. By filling out that form, an Applicant indicates to CDS whether it is a qualified intermediary (which is a defined term in the Internal Revenue Code and regulations). Qualified intermediary status entitles an entity to the benefits of certain simplified withholding, account documentation and reporting rules, and to a reduced rate of non-resident alien (NRA) withholding on payments of US source income in CDS's withholding system. If you are already a qualified intermediary and have obtained a QI-EIN you may claim qualified intermediary status in Part 3 of Form W-8IMY. If you are currently a non-qualified intermediary you are required to indicate that in Part 3 of the Form; as a rule, payments of US source income by CDS to a Participant with non-qualified intermediary status are subject to NRA withholding at 30%.
3. In order to claim qualified intermediary status an entity must have entered into a QI Agreement with the IRS. As part of that process it is required to submit IRS Form SS-4 to apply for a QI-EIN (Employer Identification Number) from the IRS. The IRS publication Revenue Procedure 2000-12 describes the process for applying to become a qualified intermediary (and to receive a QI-EIN). Note that the address to which you should send you completed application (to become a qualified intermediary) has changed from what is set out in that publication: as of December, 2002 that address was changed to:

Internal Revenue Service
LMSB:FS:QI
290 Broadway - 12th Floor
New York, NY 10007-1867 U.S.A.
4. Applicants applying for qualified intermediary status should consult the IRS Web site to confirm the correct current address before submitting their application to the IRS.
5. The IRS maintains a Web site (<http://www.irs.ustreas.gov> or <http://www.irs.gov>), which is a very useful source of information, including IRS forms. By searching for the term qualified intermediary on the IRS Web site you can access a number of relevant forms and publications including Revenue Procedure 2000-12 and a compilation of Frequently Asked Questions.
6. In addition to supplying a completed **Form W-8IMY**, CDS requires that an Applicant with qualified intermediary status also complete the accompanying CDS form, **Initial Withholding Statement**, to elect whether or not to assume primary NRA withholding responsibility for its accounts at CDS (including any New York Link Service or DTC Direct Link Service account(s)). Qualified intermediary Participants electing not to assume primary NRA withholding responsibility submit withholding instructions to CDS and NRA withholding tax is deducted and remitted to the IRS by CDS's withholding agent, in accordance with the Participant's instructions. Qualified intermediary Participants who elect primary NRA withholding responsibility receive payment of US source income in gross and are responsible for deducting appropriate amounts of tax and remitting the withheld amounts to the IRS.
7. CDS requires that Applicants accept liability for Form 1099 reporting and backup withholding on income received through CDS, because CDS is not in a position to identify all income which may be subject to the reporting and backup withholding requirements. Accordingly, when filling out Form W-8IMY as a qualified intermediary (whether checking both box 9(a) and 9(b) as a withholding qualified intermediary, or just checking box 9(a) as a non-withholding qualified intermediary), you are required to also check box 9(c) to indicate acceptance of primary Form 1099 reporting and backup withholding responsibility. The Initial Withholding Statement contains a section on Form 1099 reporting and backup withholding; on that form, the box is already ticked to indicate acceptance of responsibility.

Application for Participation: Appendix G1 Initial Withholding Statement

Note: Changes to withholding tax status selections for CDS accounts may require the provision of a new Form W-8IMY (with attached revised Withholding Statement) or may require only a revised Withholding Statement. Please consult the CDS Procedures and contact CDS Customer Service.

Name of Participant:

Part 1 - Non-Resident Alien (NRA) Withholding Tax

For qualified intermediaries:

The entity identified in Part I of the Form W-8IMY included with this application, the Participant, represents and warrants that as of the date specified in Part 3 of this Initial Withholding Statement: (i) the Participant acts as a qualified intermediary (as that term is used in Form W-8IMY) for all of the following CDS accounts (the Participant's accounts may be QI, WQI or a combination of the two); and, (ii) the Participant assumes primary NRA withholding responsibility for those accounts for which WQI status is selected below (indicated by marking the WQI box opposite that account designation):

Note: Participants selecting QI status for any of their accounts will be required to provide withholding rate pool allocation information using the CDS system for CDSX holdings, and directly to DTC for NYL and DDL holdings using DTC's U.S. Tax Withholding Service.

CUID	QI Status (✓)	WQI Status (✓)
DDL 400x Account		
NYL 500x Account		

For non-qualified intermediaries:

If the entity identified in Part I of the Form W-8IMY included with this application, the Participant, does not represent and warrant to CDS on this Initial Withholding Statement that it acts as a qualified intermediary for all of its CDS accounts (which entails selecting either QI status, WQI status or a combination of the two), all of its CDS accounts will be classified as non-qualified intermediary status in the CDS automated withholding system (NQI status), and if the Participant also participates in the NYL and/or DDL Service(s) the relevant accounts will be classified as non-qualified intermediary for DTC's U.S. Tax Withholding Service.

Part 2 – 1099 Reporting and Back-up Withholding



The Participant represents and warrants that as of the date specified in Part 3 below: (i) it assumes primary Form 1099 reporting and backup withholding responsibility for all accounts listed in Part 1 of this Withholding Statement; or (ii) where the Participant is a non-qualified intermediary, it has no U.S. non-exempt recipient account holders to which it makes payment of any reportable amounts on securities held through any of the accounts designated in Part 1 of this Initial Withholding Statement.

Part 3 – Authorizations

Name of Authorized signatory:	Title of authorized signatory:
Signature of Authorized signatory:	Date:

CDSX753 page 2 (10/06)

Application for Participation: Appendix H
Form of Legal Opinion
(Foreign Institution wishing to Participate in CDSX)

[Date]

[Name, address and firm of
Attorney providing the opinion]

CDS Clearing and Depository Services Inc.
100 Adelaide Street West
Toronto, Ontario M5H 1S3

Attention: Chief Legal Officer

Bank of Canada
234 Wellington Street
Ottawa, Ontario K1A 0G9

Attention: Assistant General Counsel

To Whom It May Concern:

Re: Opinion Relating to Participation of (the "Applicant") in the CDSX

In this opinion, the following terms have the meanings set out below:

- **"Canadian Branch"** means the Canadian branch or branches to be established by the Applicant; [delete if not applicable]
- **"Clearing House"** means an entity, other than the Bank of Canada or a stock exchange, which provides clearing or settlement services for a Canadian clearing and settlement system, whether or not such entity is a Central Counter-Party;
- **"CDS"** means CDS Clearing and Depository Services Inc., being the Clearing House for the CDSX;
- **"CDSX"** means the domestic clearing, settlement and depository services of CDS, being a designated clearing and settlement system within the meaning of the Payment Clearing and Settlement Act (Canada);
- **"CDSX Participant"** means a Participant in the CDSX, as determined in accordance with the Participant Agreement and Rules;
- **"Incorporating Jurisdiction"** means the jurisdiction named in paragraph 1 below, under the laws of which the Applicant is incorporated or otherwise established;
- **"Insolvency Laws"** means all laws in effect in the Incorporating Jurisdiction (including both state and federal laws) relating to insolvency, bankruptcy, winding-up, liquidation, dissolution, administration, receivership, governmental or regulatory seizure of assets or undertakings, moratorium, rehabilitation, reorganization, composition, arrangement and other similar laws of general application affecting the enforcement of creditors or depositors rights generally;

-
- **“Insolvency Proceedings”** means any court or administrative proceedings under Insolvency Laws;
 - **“System Collateral”** means those securities, entitlements arising from securities, funds accounts and any other property in which the Applicant grants a security interest from time to time to CDS or to CDSX Participants by virtue of the Participant Agreement and Rules;
 - **“Participant Agreement and Rules”** means the agreement and rules, established by CDS, which govern participation in the CDSX.

We are legal counsel to the Applicant in the Incorporating Jurisdiction and in that capacity we are familiar with the affairs of the Applicant and the laws of the Incorporating Jurisdiction. We have examined the Participant Agreement and Rules which have been duly executed by the Applicant as a party. Based upon the foregoing, we are of the following opinion (which is limited to the present laws of the Incorporating Jurisdiction):

Corporate Existence and Standing:

1. The Applicant is duly incorporated or otherwise established, validly exists and is in good standing under the laws of *[insert name of jurisdiction of incorporation]*.
2. No steps or proceedings have been or are being taken, contemplated or threatened under Insolvency Laws in relation to the Applicant or any material part of its undertaking.

Branch Operations: *[delete if the Applicant is not establishing a branch in Canada]*

3. The Applicant has the corporate power and capacity under the laws of the Incorporating Jurisdiction to establish and maintain the Canadian Branch and to perform its obligations incurred or to be incurred through the Canadian Branch. Under the laws of the Incorporating Jurisdiction, the Canadian Branch does not have a legal status separate from the legal personality of the Applicant.
4. The establishment of the Canadian Branch has been duly authorized by all necessary corporate action on the part of the Applicant and all necessary governmental and regulatory approvals for the establishment of the Canadian Branch under the laws of the Incorporating Jurisdiction have been obtained.

Participant Agreement and Rules:

5. Under the laws of the Incorporating Jurisdiction, the Applicant, including the Canadian Branch *[delete if not applicable]*, has the corporate power and capacity to enter into, adopt and abide by the Participant Agreement and Rules and all necessary corporate action on the part of the Applicant has been taken to authorize the Applicant to enter into, adopt and abide by the Participant Agreement and Rules and the Applicant has duly executed, delivered and adopted the Participant Agreement and Rules. The Applicant also has the corporate power and capacity to participate in the CDSX.
6. The execution, delivery, adoption and performance of the Participant Agreement and Rules by the Applicant do not breach or result in a default under its incorporating documents and by-laws, or any law, statute, rule, regulation, order or decree to which the Applicant is subject.
7. No authorization, consent, licence, permit or approval of, or other action by, or filing with or notice to, any court, tribunal, governmental or regulatory authority or agency or similar entity in the Incorporating Jurisdiction is required in connection with the execution, delivery, adoption and performance of the Participant Agreement and Rules by the Applicant or as a condition to the enforceability of the Applicant’s obligations under the Participant Agreement and Rules *[other than... (set out those which need to be obtained, done or effected) which have been duly obtained, done or effected and remain in full force and effect.]*
8. The Applicant is not entitled to claim, or has effectively waived under the Participant Agreement and Rules, sovereign immunity for itself and for its assets in any judicial, regulatory or other proceeding in the Incorporating Jurisdiction or in Canada in respect of the enforcement of the Participant Agreement and Rules.
9. There are no applicable public laws in the Incorporating Jurisdiction such as foreign exchange controls, wagering, gaming, usury or interest laws which may affect the enforceability of the Participant Agreement and Rules or which may restrict the recovery or netting of payments in accordance with the Participant Agreement and Rules.

Law Governing Participant Agreement and Rules:

10. The laws of Canada and the Province of Ontario will be recognized as the governing law of the Participant Agreement and Rules by the courts, tribunals, governmental and regulatory bodies of the Incorporating Jurisdiction notwithstanding any Insolvency Laws, [provided that •]. [If there is a qualification, add the following: "However, we have no reason to believe that the governing law as stipulated above is, in this context, contrary to the laws of the Incorporating Jurisdiction."]
11. In the event that the Participant Agreement and Rules are sought to be enforced in the Incorporating Jurisdiction, the courts and tribunals of competent jurisdiction of the Incorporating Jurisdiction would, subject to paragraph 10 above, recognize the laws of Canada and of the Province of Ontario as the governing law and apply those laws, upon the proof thereof [except to the extent that the provisions of those laws are •] [If there is a qualification, add the following: "However, we have no reason to believe that the governing law stipulated above is, in this context, contrary to the laws of the Incorporating Jurisdiction."]

Submission to Canadian Jurisdiction and Enforcement of a Canadian Judgment in Incorporating Jurisdiction:

12. Any submission of the Applicant in the Participant Agreement and Rules to the jurisdiction of the courts of a Canadian jurisdiction and the appointment of an agent for service of proceedings in Canada is valid and enforceable in accordance with its terms.
13. A final and conclusive civil judgment for a sum certain obtained in a court of competent jurisdiction of the Canadian jurisdiction stipulated in paragraph 10 above against the Applicant in connection with any action arising out of or relating to the Participant Agreement and Rules, would be recognized and could be sued upon in a court or tribunal in the Incorporating Jurisdiction without a rehearing of the merits of the case and such court or tribunal would grant a judgment which would be enforceable against the Applicant in the Incorporating Jurisdiction [provided that: •]
14. It is not necessary for CDS or a CDSX Participant to be licensed, qualified or otherwise entitled to carry on business in the Incorporating Jurisdiction or that it have a place of business in the Incorporating Jurisdiction in order to enforce any provision of the Participant Agreement and Rules.

Netting and Set-Off in an Insolvency:

15. All payment obligations of the Applicant to CDS and CDSX Participants can be set-off against the rights of the Applicant to receive payment from CDS and CDSX Participants and such rights and obligations can be fully netted as such set-off, netting or both is contemplated by the Participant Agreement and Rules and would not be the subject of any statute, law, regulation, rule, provision, order or decree in the Incorporating Jurisdiction that operates as a stay of such set-off or netting notwithstanding any Insolvency Laws or Insolvency Proceedings in respect of the Applicant. Any set-off or netting effected under the Participant Agreement and Rules before or after any such Insolvency Proceedings have been commenced would not be capable of being set aside or reversed in the event of Insolvency Proceedings in respect of the Applicant or would not constitute a transaction capable of being challenged under laws relating to preferential, fraudulent or other reviewable transfers.

Taxes:

16. The laws of the Incorporating Jurisdiction do not impose any stamp duties or documentary taxes in respect of any of the Participant Agreement and Rules or any taxes, levies or deductions on any payments or netting under the Participant Agreement and Rules.

Validity of Security:

17. The Participant Agreement and Rules create a valid security interest in the System Collateral in favour of CDS and CDSX Participants to secure payment and performance of the obligations which are described in the Participant Agreement and Rules as being secured by the System Collateral.
18. The security interest granted by the Applicant in the following types of System Collateral described in the Participant Agreement and Rules would be governed by the laws of the Incorporating Jurisdiction: [List those

types of collateral which would be subject to the laws of the Incorporating Jurisdiction. If the laws of the Incorporating Jurisdiction would not apply to the System Collateral in any of the types of collateral mentioned in the Participant Agreement and Rules, state this in the opinion.]

19. To the extent that the security interest granted by the Applicant in System Collateral would be governed by the laws of the Incorporating Jurisdiction:
- 1) those laws would require those parties in whose favour the security interest has been granted to take the following steps to preserve, protect and perfect their security interest [List the steps required];
 - 2) registration has been made in all public, governmental or regulatory offices provided for under the laws of the Incorporating Jurisdiction where such registration is necessary or desirable to preserve, protect or perfect the security interests granted by the Applicant in the System Collateral. Particulars of the registrations are set out in Schedule "A"; [If no registration is required in order to perfect the security interests, counsel should state that it is not necessary for the security interests in the System Collateral, or any particulars thereof, to be registered or filed in any office or with any authority in the Incorporating Jurisdiction.]
 - 3) Neither CDS nor CDSX Participants are required to take any further action under the laws of the Incorporating Jurisdiction to ensure that their security interest in the System Collateral continues to be and remains perfected [except •].
 - 4) The security interests of CDS and CDSX Participants in the System Collateral have priority over any other security interest in the System Collateral perfected by registration or otherwise under the laws of the Incorporating Jurisdiction and CDS and CDSX Participants have acquired their security interests in the System Collateral free of any adverse claim which could be asserted in the Incorporating Jurisdiction.
 - 5) CDS and CDSX Participants are not limited in exercising any of their remedies against the System Collateral in the manner set out in the Participant Agreement and Rules in the event that the Applicant becomes subject to Insolvency Proceedings.
20. In the event of Insolvency Proceedings in respect of the Applicant, the rights and remedies of CDS and CDSX Participants in respect of the System Collateral shall not be the subject of any stay provision, order or decree in the Incorporating Jurisdiction affecting the ability of those persons to exercise rights and remedies which they have under the Participant Agreement and Rules and the laws of the Canadian Jurisdiction which govern the Participant Agreement and Rules.
21. In the event of Insolvency Proceedings in respect of the Applicant, the security interest in the System Collateral would rank ahead of all other secured, preferred and other creditors of the Applicant and the granting of the security interest would not constitute a transaction capable of being challenged under laws relating to preferential, fraudulent or other reviewable transfers.

Deficiency Claim:

22. To the extent that the realizations on the System Collateral are insufficient to satisfy all of the obligations secured under the Participant Agreement and Rules, the Applicant will remain liable for any deficiency claim as contemplated by the Participant Agreement and Rules. In the event of Insolvency Proceedings in respect of the Applicant, a deficiency claim in the Insolvency Proceeding will rank at least equally and rateably with all ordinary unsecured obligations of the Applicant, whether such ordinary unsecured obligations are incurred in the Incorporating Jurisdiction or in another jurisdiction.

This opinion is given for the sole benefit of the Bank of Canada, CDS and CDSX Participants.

Signed

Application for Participation: Appendix I

Registration of Security Interests

To Reduce Systemic Risk

Security Interest/Hypothec

The security interests granted to CDS by Participants are an important component of the safeguards in CDSX that mitigate the risk associated with the potential default of any Participant. These security interests ensure that CDS can realize on a defaulting Participant's collateral to satisfy its obligations to CDS.

Pursuant to the Participant Rules, Participants have granted a variety of security interests in favour of CDS, including security interests in respect of contributions to funds and pools (Rules 5.8.5, 5.11.2 and 10.6.1), settlement service collateral (Rule 5.11.2) and specific collateral (Rules 5.2.3 and 10.6.1). For situations where the law of Québec may apply, the security interest is considered to be a hypothec (Rule 5.2.9).

Registration

A security interest/hypothec must be perfected in order to prevail against the rights of third parties, including in particular a trustee in bankruptcy of a defaulting Participant. CDS perfects its security interests/hypothec by possession of the collateral. In addition, as all Canadian provinces provide that security interests/hypothecs may also be perfected by registration, CDS makes registrations against Participants as an extra precaution.

CDS has historically registered financing statements in Ontario against each of its Participants, and each Participant has been provided with a copy of the Ontario financing statement registered against it. In the course of drafting the revised rules for CDSX, Participant groups' legal and operational representatives expressed the view that it would be prudent for CDS to also register against a Participant under the personal property security legislation of the province(s) in which that Participant has its chief executive office and registered head office.

For each Participant, CDS will therefore (i) register a financing statement in Ontario and (ii) if the Participant has its chief executive office and/or registered head office outside Ontario, register a financing statement (or hypothec, in the case of Quebec) in such province(s). CDS will provide each Participant with a copy of the registrations made against it.

A Participant with either a chief executive office or registered head office in Quebec is required to execute a written Confirmation of the Grant of Hypothecs (in either French or English, pas preferred) as part of the application process.

A new Participant is required to advise CDS, as part of the application process, the address of its chief executive office and registered head office (siège social). CDS relies upon this information in determining the jurisdiction(s) in which to register a financing statement against that Participant. Participants are required to advise CDS of any material changes to information included in the application form including (without limitation) the location of their chief executive office or registered head office.

Further Information

If you require further information in respect of this matter, please contact your account manager/Customer Service Representative, who can refer you to CDS legal counsel.

Application for Participation: Appendix J
Pre-Authorized Debit Agreement

Participant Authorization to CDS to Direct Debit an Account (or Accounts) for Collection of
 Specified Fees

THIS AGREEMENT is made between **CDS CLEARING AND DEPOSITORY SERVICES INC.** ("CDS")

and

("Participant")

(Name of Participant)

WHEREAS:

- a) CDS provides to its Participants a service whereby various fees and charges are collected from each Participant by means of a single monthly payment rather than through multiple discrete payments;
- b) CDS has determined that fees will be collected from Participants via direct electronic funds transfer ("DEFT");
- c) The process of collecting payments via DEFT is governed by the rules and standards of the Canadian Payments Association, in particular Rule H1: Pre-Authorized Debits (PADs);
- d) Rule H1 requires that, prior to initiating the processing of a PAD against a Participant (payor), CDS obtain authorization from that Participant in the form of a written PAD agreement, the form and content of which satisfy the terms of Rule H1.

THIS AGREEMENT WITNESSES THAT, in consideration of the premises and of their mutual covenants contained in this Agreement, the parties agree as follows:

1. CDS shall provide a fee collection service to Participant whereby CDS collects from Participant, by means of a single monthly payment debited from Participant's account (or accounts) with its financial institution (or financial institutions) and paid to CDS, the following categories of securities industry fees and charges (hereafter "Fees") incurred by Participant during the previous one-month period:
 - fees and charges for utilization of services provided by CDS (including fees charged to CDS by transfer agents and Bank of Canada in respect of deposits and withdrawals requested by Participant);
 - fees and charges for utilization of services provided by any affiliate of CDS;
 - transfer agent fees for processing third-party transfers (effected via the transfer envelope service) as assessed by transfer agents;
 - fees and charges assessed against Participant by an entity in respect of securities trading on an exchange, an alternative trading system, or a quotation and trade reporting system;
 - fees and charges assessed against Participant by Market Regulation Services Inc. ("RS"); and,
 - such other fees and charges as may be agreed from time to time between CDS and Participant.

Participant acknowledges and agrees that the fee collection service provided pursuant to this Agreement may be performed by an agent of CDS.

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2. Participant acknowledges that if it participates (as of the date of execution of this Agreement, or as of a date subsequent) in a Link Service offered by CDS (the Link Services being the New York Link Service and the DTC Direct Link Service), it will incur fees denominated in US dollars (USD) in respect of its utilization of such service (or services). Such fees shall be collected via DEFT payments drawn on a USD account maintained by Participant with a financial institution which is a member of the Canadian Payments Association (the "CPA"), and Participant shall provide CDS with banking information for that account in accordance with sections 3, 14 and 15 below. The remainder of the fees to be collected pursuant to this Agreement (being Canadian dollar (CAD) denominated fees) shall be collected via DEFT payments drawn on a CAD account maintained by Participant with a financial institution which is a CPA member, and Participant shall provide CDS with banking information for that account in accordance with sections 3 and 15 below.
 3. The PADs processed pursuant to this Agreement constitute Business PADs as defined in CPA Rule H1 (since they are drawn for the payment of goods or services related to a business or commercial activity of the payor). Participant agrees to participate in the Business Pre-Authorized Debit Plan offered by CDS's financial institution for the purpose of paying Fees. Accordingly, Participant authorizes CDS to draw from time to time debits in paper, electronic or other form for the purpose of making payments for services related to its commercial activities (Business Pre-Authorized Debits, hereafter referred to as "PADs"), specifically for the collection of Fees pursuant to this Agreement, on the account or accounts (as applicable) indicated in Appendix 1 (the "CAD Account" or "the Account", the "USD Account" (where applicable), collectively the "Accounts") at the financial institution or institutions, as applicable, indicated in that appendix ("Participant's FI for CAD Fees" or "Participant's FI", "Participant's FI for USD Fees", collectively "the Participant's FIs"), as that account information and financial institution information (collectively the "Banking Information") may be amended by Participant from time to time upon notice to CDS in accordance with sections 14 and 15 of this Agreement, and Participant authorizes Participant's FIs to honour and pay such debits. Participant acknowledges that CDS has adopted a mechanism for collecting Fees that relies on the processing of PADs as the means for making payment to CDS, and Participant agrees that it will make payment of Fees to CDS by means of PADs drawn pursuant to this Agreement and not by alternate means unless so directed by CDS.
 4. CDS makes payment directly to transfer agents and Bank of Canada for fees charged by those entities in respect of deposits and withdrawals requested by Participant. Monies collected pursuant to this Agreement from Participant in respect of such Fees shall not be transferred to Bank of Canada or to a transfer agent but instead shall be retained by CDS in reimbursement for the payments made by CDS to those entities in respect of the deposit and withdrawal transactions.
 5. Monies collected pursuant to this Agreement from Participant in respect of fees and charges for utilization of services provided by an affiliate of CDS shall be directed by CDS to such CDS affiliate.
 6. Third party transfer fees assessed by transfer agents and fees and charges assessed by TSX Inc. and RS, (collectively "Pass-through Fees" charged by "Service Providers"), in respect of which final payment is received by CDS from Participant pursuant to this Agreement shall be paid to the relevant Service Provider. Where CDS is unsuccessful in collecting a Pass-through Fee from Participant (because the PAD drawn against the Account was dishonoured, disputed or otherwise did not result in final payment to CDS), CDS shall advise the relevant Service Provider who will assume responsibility for collection of that Pass-through Fee from Participant. Where the relevant Service Provider has assumed responsibility for collecting an unpaid Pass-through Fee, CDS shall not make further efforts to collect the unpaid Pass-through Fee pursuant to this Agreement.
 7. Participant acknowledges that the PADs to be drawn by CDS pursuant to this Agreement are variable amount PADs, with no specified maximum amount. The PADS drawn pursuant to this Agreement will

primarily be PADs occurring at set intervals, specifically once per month (the monthly PADs are subsequently referred to as "Primary PADs"). Where the processing of a Primary PAD does not result in final payment to CDS of the amount to be collected, Participant authorizes CDS to draw a subsequent PAD in respect of the amount of the failed payment (together with any failed payment charge pursuant to section 9 below) for processing against the relevant Account. Participant acknowledges and agrees that such subsequent PAD does not constitute a PAD with sporadic frequency, and that no further authorization by Participant of any such subsequent PAD is required before the PAD may be drawn and processed against the Account.

8. Once per month CDS shall draw a Primary PAD against the Account at Participant's FI for CAD Fees and, where applicable, against the Account at Participant's FI for USD Fees. All CAD-denominated Fees payable by Participant for that billing period shall be aggregated into a single CAD Primary PAD and likewise all USD-denominated Fees payable by Participant for that billing period shall be aggregated into a single USD Primary PAD. Participant specifically acknowledges that if the processing of a Primary PAD (or any replacement PAD where required) does not result in final payment to CDS of the amount to be collected, no partial payment to CDS will result and, consequently, all of the Fees to have been collected by means of that PAD will remain unpaid. Participant assumes full responsibility for ensuring that any Account is sufficiently funded so as to permit receipt by CDS of final payment of the Fees owing, in response to each PAD drawn on that Account. Participant likewise assumes full responsibility for any interest charges or other late payment charges properly imposed where a payment has failed due to insufficient funding of its Account.
9. CDS may impose a reasonable charge in respect of a failed payment (except where the failure is attributable to CDS's negligence or willful misconduct) reflecting its consequential administrative costs, and Participant authorizes CDS to collect such charges, where imposed, by means of an adjustment to the amount of the next PAD to be processed against that Account. Participant acknowledges that the consequences of non-payment under this Agreement are in addition to, and do not in any way derogate from, the remedies for non-payment of fees that are accorded to CDS under the CDS Participant rules governing the operation of its depository service and clearing and settlement service (the "CDS Rules"). Participant further acknowledges and agrees that the processing of a PAD against its Account pursuant to this Agreement (regardless of whether final payment is received by CDS or whether the PAD is dishonoured or disputed) constitutes a demand for payment for the purposes of the CDS Rules.
10. Participant acknowledges that in the event of a failed payment, it may be assessed interest charges or other late payment charges by a Service Provider in respect of late payment of Pass-through Charges, in addition to any failed payment charge imposed by CDS pursuant to this Agreement.
11. Participant acknowledges that this authorization is provided for the benefit of CDS and Participant's FI or Participant's FIs (as applicable). Participant further acknowledges that this authorization is provided in consideration of CDS providing a convenient mechanism for collection of Fees incurred by Participant in connection with trading, clearing and settling securities transactions, and in consideration of Participant's FI or Participant's FIs (as applicable) agreeing to process debits against the relevant Account in accordance with the rules and standards of the CPA (the "CPA Rules").
12. Participant agrees that any PAD drawn on its Account in accordance with this Agreement, shall be binding on it as if signed by it, and, in the case of paper debits, as if they were cheques signed by Participant's authorized signing officers.

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13. Participant acknowledges that CDS's fee collection service relies on the processing of PADs against Participants' bank accounts and that, consequently, it is necessary that Participant provide an ongoing authorization for the processing of PADs against the Account or Accounts (as applicable), in the form of a current, executed Pre-Authorized Debit Agreement. Accordingly, Participant and CDS agree not to revoke or cancel this Agreement for so long as Participant continues to be a Participant of CDS, unless or until such time as a different Fee collection process is implemented (or the execution of a Pre-Authorized Debit Agreement is otherwise no longer required) and Participant is advised by CDS that this Agreement may be revoked or cancelled (in which case at least ten (10) business days' prior notice shall be provided to the other party). This Agreement applies only to the method of payment of Fees, and Participant agrees and acknowledges that in the event that this Agreement is revoked or cancelled, such revocation or cancellation will not terminate or otherwise have any bearing on Participant's liability to pay the Fees incurred by it. Participant further acknowledges that if it revokes or cancels this Agreement during the currency of its participation in CDS without authorization from CDS, CDS may invoke the remedies for non-payment of fees which are available to it under the CDS Rules.
 14. In the event that Participant wishes to commence participation in a Link Service it shall provide CDS with an amended Appendix K in accordance with section 15 below, including the Banking Information for its USD Account. Likewise, where Participant has been a Participant in a Link Service and subsequently terminates its participation in the Link Services, it may (as of the date when its termination is effective and CDS has received final payment of all Fees in respect of the Link Services to be collected from Participant pursuant to this Agreement) terminate its authorization to process PADs against its USD Account by delivering to CDS an amended Appendix 1 setting out the Banking Information for its CAD Account with no corresponding USD Account information.
 15. Participant certifies that all Banking Information provided pursuant to this Agreement is accurate, and it agrees to deliver written notice of any change to the Banking Information (in the form of an amended Appendix K) to CDS at least ten (10) business days prior to the effective date of the change. Where notice of a change to the Banking Information is given to CDS less than ten (10) business days in advance of the effective date of the change, CDS shall use reasonable efforts to adjust its billing instructions accordingly but shall not be responsible for any failed payment where the failure was attributable to processing the PAD in reliance on the previously supplied Banking Information. In the event of any change to the Banking Information, this Agreement shall continue in respect of the new account or accounts (as applicable) indicated to be used for processing PADs. Any amended Appendix K, once received by CDS, shall become part of this Agreement, and the definitions of Participant's FI, Participant's FI for CAD Fees, Participant's FI for USD Fees, Participant's FIs, Account, CAD Account, USD Account and Accounts shall be amended as required so as to reflect such updated Banking Information.
 16. Participant agrees that Participant's FI is not required (or Participant's FIs are not required, as applicable) to verify that any PAD has been drawn in accordance with this Agreement, including the amount, frequency and fulfillment of any purpose of any PAD.
 17. Participant agrees that delivery of this Agreement to CDS constitutes delivery by it to Participant's FI or Participant's FIs (where applicable). Participant further agrees that CDS may deliver this Agreement to CDS's financial institution and agrees to the disclosure to such financial institution of any information concerning Participant or its Banking Information which may be contained in this Agreement.

18. As permitted by the CPA Rules, Participant agrees to waive the ten (10) day pre-notification requirement under section 14(b) of Rule H1 (or any succeeding provision, if applicable). Accordingly, CDS shall not be required to provide Participant with pre-notification of the processing of a PAD against the Account or Accounts (as applicable). Participant has signed immediately below to indicate its acceptance of the waiver of the pre-notification requirement.

Signature of Authorized Signatory

Signature of Authorized Signatory

19. Notwithstanding Participant's waiver, above, of the pre-notification requirement under the CPA Rules, for each monthly billing cycle CDS shall provide a collection statement to Participant setting out the total amount of the Primary PAD to be processed against its CAD Account (and the total amount of the Primary PAD to be processed against its USD Account, where applicable) and providing a break-down of the component Fees comprising the total amount. CDS shall make all commercially reasonable efforts to ensure that a collection statement is issued to Participant two days before the day on which a Primary PAD is to be processed against its Account pursuant to this Agreement.

20. Participant may dispute a PAD processed against its Account by providing a signed declaration to Participant's FI for CAD Fees or Participant's FI for USD Fees, as the case may be, under the following conditions:

- a) the PAD was not drawn in accordance with this Agreement; or,
- b) subject to sections 13 and 14 above, this Agreement had been revoked or cancelled before the PAD was drawn and notice of such revocation or cancellation had been provided to CDS, in accordance with the notice terms of this Agreement, at least ten (10) business days in advance of the drawing of the PAD.

Participant acknowledges that, in order to obtain reimbursement from Participant's FI for CAD Fees or Participant's FI for USD Fees, as applicable, for the amount of a disputed PAD, it must sign a declaration to the effect that either (a) or (b) above occurred and present the declaration to that financial institution up to and including, but not later than, ten (10) business days after the date on which the disputed PAD was posted to its Account. Participant acknowledges that should it wish to dispute a PAD after the expiry of this ten (10) business day period, it shall conduct any such dispute solely with CDS (or in the case of a dispute regarding payment of a Pass-through Fee, solely with the Service Provider on whose behalf CDS was attempting to collect payment), and that Participant's FIs shall have no liability to it in respect of any such PADs.

21. Participant agrees to comply with the CPA Rules, or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and it agrees to execute any further documentation which may be reasonably required by CDS, or prescribed from time to time by the CPA, in respect of the processing of PADs as contemplated by this Agreement.

22. Participant acknowledges and understands that processing of PADs against the Account or Accounts (as applicable) by CDS pursuant to this Agreement will not commence before October 1, 2003, and may commence on a date subsequent to that. CDS will provide Participant with notification (as part of a general communication to all of its Participants, in the form of CDS bulletin or otherwise) in advance of initiating the processing of PADs for the collection of Fees.

23. Participant acknowledges that CDS is required pursuant to the CPA Rules to indemnify its financial institution as a condition of that financial institution agreeing to process PADs on CDS's instructions. In turn, therefore, Participant agrees to indemnify CDS and hold CDS harmless from and against and reimburse CDS for all losses, costs, fees, damages, expenses, liabilities, claims, suits and demands whatsoever (the "Liabilities") that it may suffer, incur or be under or that may be made or brought against CDS, by whomsoever made or brought, by reason of or in any way arising out of CDS's action in instructing any PAD on the Account or Accounts (as applicable) issued in accordance with Banking Information provided by Participant, including without limitation, any claims respecting disputed PADs including interest claims, claims resulting from stop payments, declarations filed by Participant or any other person, or claims respecting CDS's compliance with the CPA Rules, provided however that Participant shall not be required to indemnify, hold harmless or reimburse CDS in respect of any Liabilities attributable to the negligence or willful misconduct of CDS.
24. Participant shall provide notice to CDS of any change to the Banking Information in accordance with the provisions of sections 14 and 15 above. Any other notice to be provided to CDS pursuant to this Agreement, and any notice required to be sent by CDS to Participant pursuant to this Agreement, shall be given in accordance with the notice provisions of the CDS Rules.
25. This Agreement enures to the benefit of and binds the parties and their respective successors.
26. Participant understands and agrees to the foregoing terms and conditions. Participant warrants and guarantees that all persons whose signatures are required to sign on the Account or Accounts (where applicable) have signed this Agreement below.
27. It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

AGREED:

(Name of Participant)

by:

Signature of Authorized Signatory

Name of Authorized Signatory

Title of Authorized Signatory

Date

by:

Signature of Authorized Signatory

Name of Authorized Signatory

Title of Authorized Signatory

Date

**AGREED TO AND ACCEPTED BY CDS:
CDS CLEARING AND DEPOSITORY SERVICES INC.**

by:

by:

Signature of Authorized Signatory

Signature of Authorized Signatory

Name of Authorized Signatory

Name of Authorized Signatory

Title of Authorized Signatory

Title of Authorized Signatory

Date

Date

Application for Participation: Appendix L
Matched Institutional Trade Interface Service – Appointment and Authorization of
Virtual Matching Utility (VMU)

To: **CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS")**

A Participant of CDS (the "Participant") hereby appoints:

_____ (the "VMU")

_____ VMU Contact Person

_____ Phone Number

_____ Email Address

to report matched trades to CDS on behalf of the Participant for Settlement through the Services of CDS, as those terms are defined in the Participant Rules of CDS (the "CDS Rules").

The Participant hereby authorizes and directs CDS to accept and rely upon every instruction or other communication relating to a matched trade to be settled by the Participant through the Services ("Instructions") which is submitted to CDS by the VMU until and unless this Appointment and Authorization is terminated in accordance with the provisions set out below.

The Participant further authorizes and directs CDS to provide to the VMU (upon request), in addition to the Participant, confirmations, advises and reports relating to the status of matched trades reported by the VMU on behalf of the Participant (Confirmations).

The Participant acknowledges that, except as specifically provided herein, nothing in this Appointment and Authorization affects the rights or obligations of the Participant and CDS as set forth in the CDS Rules. This Appointment and Authorization shall remain in full force and effect until terminated by either (i) the Participant on no less than three business days' written notice delivered, sent by regular pre-paid first class mail or faxed to CDS at 100 Adelaide St. West, Toronto, Ontario M5H 1S3, Attention: Chief Legal Officer, fax number (416) 365-1984; or, (ii) CDS on no less than three business days' written notice delivered, sent by regular pre-paid first class mail or faxed to the Participant at the Participant's last known address and contact person according to CDS' records. The effective time for notice shall be as prescribed in the CDS Rules as they may be amended from time to time. The termination of this Appointment and Authorization shall be effective as of the start of business on: (i) the second business day following the effective date of the notice (notwithstanding any earlier date which may be specified in the notice); or, (ii) on such later date as specified in the notice.

The termination of this Appointment and Authorization shall not affect the status of (or the respective rights and obligations of CDS and the Participant in connection with) any trades already reported to CDS by the VMU pursuant to the Appointment and Authorization but not yet settled as of the effective time of the termination (the "Unsettled Trades"). The Participant accordingly acknowledges that Unsettled Trades may be settled subsequent to the termination of this Appointment and Authorization, and the Participant authorizes CDS to provide Confirmations to the VMU relating to the status of the Unsettled Trades notwithstanding that such Confirmations are provided after the termination of this Appointment and Authorization.

Dated this _____ day of _____, 20____.

 Name of Participant or Applicant for Participation

 Per: Name and Title of Authorized Signing Officer

 Per: Name and Title of Authorized Signing Officer

Notice of Record & Meeting Dates

New
 Change

Issuer Name (maximum 30 characters)

English _____

French _____

Address	Telephone
	Contact Name

Transfer Agent	CUID	Name	Telephone
Address	Email Address		Contact Name

Proxy Type <input type="checkbox"/> Management <input type="checkbox"/> Dissenting	Meeting Type <input type="checkbox"/> Annual <input type="checkbox"/> General <input type="checkbox"/> Special <input type="checkbox"/> Extraordinary	Material Distribution Type <input type="checkbox"/> Form A <input type="checkbox"/> Form D <input type="checkbox"/> Form S	Record Date _____ Meeting Date _____ Material Mail Date _____
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Payment for publication Payment enclosed To be invoiced (*Transfer Agents only*)

Province (**must be selected**)

of publications at \$100.00 per publication \$ _____

Plus GST \$ _____

or HST (BC, ON, NB, NL, NS residents only) \$ _____

Plus QST (Quebec residents only) \$ _____

Note: Calculated QST amount is rounded up to the nearest cent.

Total payment enclosed \$ _____

 Authorized Signature for Invoicing (Transfer Agents only)
Note: Not required for electronic submission.

ISIN	Voting Status		Security Description
	Y	N	
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

Early Search (Determination of Intermediaries)

Send Early Search report to: Transfer Agent Issuer Other (*statutory declaration required*) _____

Send via: Mail Courier (*collect*) CDS Envelope System Fax #: _____

Proxy Related Material

Will be distributed by: Transfer Agent Issuer Other _____

Holders of Record

Send Holders of Record and Omnibus Proxy to: Transfer Agent Issuer Other _____

Send via: Mail Courier CDS Envelope System

This Notice and Request for services is authorized by:

Transfer Agent Issuer Third Party _____
Name of Requesting Party

All services provided by Clearing and Depository Services Inc. here under are subject to the terms and conditions printed on the reverse of this form.

Notice of Record & Meeting Dates

Terms and Conditions

1. Meeting and record dates are published once a week only, in an index available to the financial press.
2. In order to meet the requirements of processing and of National Instrument Policy 54-101, this fully completed Notice of Record & Meeting Dates form must reach CDS Clearing and Depository Services Inc. by 12:00 noon (ET), 25 days before the record date. The deadline for requesters to submit publication instructions is 3 p.m. (ET) on the Wednesday prior to the week intended for publication.
3. Delivery of Early Search report is CDS Clearing and Depository Services Inc.'s acknowledgement of receipt of the Notice of Record and Meeting Dates form.

Please contact Shareholder Communications at (514) 848-6134 if you have not received your Early Search report within seven days of sending your notice to CDS Clearing and Depository Services Inc.

4. The issuer or their agent shall promptly report to CDS Clearing and Depository Services Inc. any error or omission concerning the publication or intended publication of any notice of the issuer's record and meeting dates and if applicable, shall pay the costs of re-publication at the publication fee set out on the front of this form. CDS Clearing and Depository Services Inc.'s liability for any error or omission caused by CDS Clearing and Depository Services Inc. shall be limited to causing the publication, where time permits, at the next scheduled publication date or otherwise, as soon as reasonably practicable, of a corrected or appropriate notice in the newspaper(s) in which the notice was or should have been published.

Send this form by mail or fax to:

CDS Clearing and Depository Services Inc.
600, boul. de Maisonneuve Ouest
Bureau 210
Montréal (Québec)
H3A 3J2

Fax: (514) 848-6039

Attention: Shareholder Communications

OR

Email the completed form to NRMD@cds.ca



Date: _____

To: The Canadian Depository for Securities Limited
100 Adelaide Street West, Toronto, Ontario M5H 1S3

Attention: Customer Service

Re: **Replacement Designation of Signing Officers**

In accordance with CDS Service Rule 3.1.1, we replace our previous designation of Signing Officers and designate each of the individuals named below our new Signing Officer authorized to act on behalf of us for all purposes of the Services, and certify that he or she holds the office set opposite his or her name and that the specimen signature set opposite his or her name is his or her genuine signature:

Name	Title	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

CDS shall be entitled to rely upon this replacement designation of Signing Officers until a new replacement designation is notified to CDS in accordance with CDS Service Rule 3.1.1.

Signing Officer*

Signing Officer*

* Signatures must be from 2 previous designations



CDS Onsite Contingency On-Demand Request

<p>Please email the completed form to cdscdcrelationshipgmt@tmx.com and cdscustomersupport@tmx.com</p>	<p>CDS helpdesk numbers: Toronto 416.365.8426 Montreal 416.365.1010 Or contact your relationship manager for further assistance</p>
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Date of onsite access:	Participant name:		
Name of Participant's authorized signing officer:		Phone no.:	
Type of service plan user: <input type="checkbox"/> CDS onsite subscriber (priority) <input type="checkbox"/> Non-subscriber	Special reporting requirements:		
Authorized service IDs required (for non-subscribers only): <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized user logon IDs: _____		
Signature of Participant's authorized signing officer:		Date:	

Note: Billing for this service access request will be included in Participant's cash recap.

To be completed by CDS personnel only

Received fax request at (local time):	Date:	Phone confirmation with customer at (local time):	
Room(s) assigned for use:	Request completed by (name):	Customer Service signature:	

Request for Participant Holders of Record

The eligible issuer _____ by its duly authorized officer or its appointed agent (if applicable)
(issuer)

_____ hereby requests CDS to provide listings of the positions of CDS participants in the
(name of officer or agent)

security of the issuer eligible to the depository service of CDS Clearing and Depository Services Inc. ("CDS Clearing") upon the terms and conditions on

the reverse hereof:

Eligible security:	ISIN number:
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Listing(s) requested:

- A.** Subscription options, periodically upon the last business day of each week month quarter commencing on _____ . All subscriptions end on October 31st of each year.
(date)
- or **B.** Specific date(s) as follows: _____
- or **C.** Consecutive business days commencing _____ and ending _____ inclusive.

Province **(must be selected)**:

Fee for this request:	
Plus GST:	
or HST: (ON, NL, NB, NS, PEI residents only)	
Plus QST: (QC residents only)	
Note: Calculated QST amount is rounded up to the nearest cent.	
Total:	

Payment enclosed

Invoicing required:

_____ ** pre-authorized invoicing requires authorized signature (transfer agents or issuers on subscription)*

Delivery instructions (please specify):

<input type="checkbox"/> CUID _____	<input type="checkbox"/> Courier (COD)	<input type="checkbox"/> Mail	<input type="checkbox"/> Fax number _____	<input type="checkbox"/> Pick-up	<input type="checkbox"/> Other
Contact:				Phone:	
Address:					
City:	Province:	Postal code:	Date:		

Requested by:

<input type="checkbox"/> Issuer	<input type="checkbox"/> Transfer agent	<input type="checkbox"/> Third party*	Name of requesting party:		
Title:			Authorized signing officer:		

CDS internal use only

Request accepted by CDS supervisor/manager signature:	Date:
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Fax this request to CDS Shareholder Communications at (514) 848-6039.
**Requests submitted by a third party require the completion of an Undertaking to Depository for Intermediary Search Request by completing the form (SMS014 National Instrument 54-101 Undertaking) in order for CDS to release the information.*

Confirmation of Registered Holdings Form

The eligible issuer, _____, by its duly authorized officer or its appointed agent (if applicable)
 _____ (issuer)
 _____ (name of officer or agent) hereby requests that CDS provide a confirmation of registered holdings ("Confirmation") of the security
 or securities registered to in the name of the nominee of CDS Clearing and Depository Services Inc. ("CDS Clearing"), CDS & CO., as identified in the attached request
 letter dated _____ and acknowledges that CDS' provision of such Confirmation(s) is subject to the terms and conditions on the reverse hereof:
 _____ (date of request)

Fee calculation:			
Calculate the fee for the attached request based on the number of ISINs included in the request: Province (must be selected) :			
Number of ISINs (first 10)	<input type="text"/>	x \$105.00	<input type="text"/>
+ Number of ISINs (11 to 30)	<input type="text"/>	x \$53.00	<input type="text"/>
+ Number of ISINs (over 30)	<input type="text"/>	x \$27.00	<input type="text"/>
Total ISINs	<input type="text"/>	Sub-total:	<input type="text"/>
		Plus GST:	<input type="text"/>
		or HST (ON, NB, NL, NS, PEI residents only):	<input type="text"/>
		Plus QST (QC residents only):	<input type="text"/>
Note: Calculated QST amount is rounded up to the nearest cent.			
		Total:	<input type="text"/>

Method of payment (please choose one):	
<input type="checkbox"/> Payment enclosed Please make cheque or bank draft payable to: CDS 100 Adelaide Street West Toronto, ON M5H 1S3 Attn: Finance A/R	<input type="checkbox"/> Wire payment (Canadian dollars only) Beneficiary Bank: BANK OF MONTREAL 100 King Street West, Toronto, ON M5X 1A3 SWIFT BIC CODE: BOFMCAM2 Beneficiary Acct. No.: 1522-158 Transit No.: 0002(2) Beneficiary: CDS 100 Adelaide Street West., Toronto, ON M5H 1S3
<input type="checkbox"/> Invoice requested <input type="checkbox"/> Issuer/Agent has previously been billed by CDS. Please use the most recent billing information on file. OR <input type="checkbox"/> Please use the following billing information:	

Issuer:		Agent (if applicable):	
Billing contact:		Phone:	Email:
Billing address:			
City:	Province:	Postal code:	Country:

Requested by:			
<input type="checkbox"/> Issuer	<input type="checkbox"/> Agent	Name of requesting organization:	Authorized signature:
Name and title of authorized signing officer:		Phone:	Date:

CDS internal use only	
Confirmation request accepted by (CDS signature):	Date:
Payment received by (CDS Finance signature):	Date:
Completed confirmation released by (CDS signature):	Date: