Dated For Reference, January 13, 2006

POUND-MAKER INVESTMENTS LTD.

SHARE TRADING PROGRAM

GENERAL TERMS AND CONDITIONS

ARTICLE 1 - GENERAL AND MISCELLANEOUS

1.1 Introduction

The board of directors of Pound-Maker Investments Ltd. has adopted a share trading program to facilitate trading in the company's Class "A" common shares by matching potential buyers of shares with potential sellers of shares and by establishing procedures and rules for settling trades between buyers and sellers. The principles, procedures and rules applicable to this share trading program, together with additional information concerning shares traded under this program will be posted to the company's Website. Additional information about Pound-Maker Investments Ltd is available to the public at www.sedar.com.

1.2 Definitions

Words and phrases which first appear in this document in bold print have the meaning given such words and phrases herein. Additionally, for the purposes of these General Terms and Conditions, unless the context indicates otherwise:

(a) "**Administrator**" means the officers, employees and/or agents from time to time appointed by the Board to administer the Program, provided that, in the absence of such appointment, the Board itself shall be considered the Administrator;

(b) "**Board**" means the board of directors of the Company;

(c) "**Book Entry System**" means the system for registering, issuing and recording Shares, the holders of Shares and the particulars of any transfer of Shares as described in Article 3.

(d) "**Business Day**" means a day that is not a Saturday, Sunday or a statutory holiday in Saskatchewan;

(e) "**Buy Offer**" means an unexpired offer to buy Shares submitted to the Company in accordance with Section 2.2 and not revoked pursuant to Section 2.4;

(f) "**Change Order**" and "**Revocation Order**" have the meaning given those terms in Section 2.4;

(g) "**Company**" means Pound-Maker Investments Ltd., and unless otherwise indicated herein, any reference to the "Company" shall be deemed to include the Company, the Administrator and all directors, officers, employees and agents of the Company involved in the administration of the Program;

(h) "**General Terms and Conditions**" means the general terms and conditions as set forth in this document, as the same may be amended from time to time in accordance with Section 1.6;

(i) "**Loss**" means, in respect of any person or matter, all claims, demands, proceedings, losses, damages, liabilities, costs, deficiencies and expenses (including without limitation, all legal fees and expenses on a solicitor and his client basis, other professional fees or disbursements, interest, penalties and amounts paid in settlement) suffered or incurred by that person arising directly or indirectly as a consequence of such matter;

(j) "**Offer**" means either a Buy Offer or a Sell Offer, as applicable;

(k) "**Participant**" means a person who is enrolled in the Program pursuant to Section 2.1 hereof (and / or Section 3.2 hereof) and whose participation has not been revoked by either the Company or that person, including the successors of such person and, in the case of a natural, individual person, his or her estate or other personal representatives as applicable;

(l) "**Program**" or "**Share Trading Program**" means the principles, procedures and rules set forth in the General Terms and Conditions and the Supplemental Documents;

(m) "**Sell Offer**" means an unexpired offer to sell Shares submitted to the Company in accordance with Section 2.3 and not revoked pursuant to Section 2.4;

(n) "**Shares**" means the Class "A", common shares of the Company;

(o) "**Standard Form Documents**" includes the standard form of Enrollment Form, Buy Offer, Sell Offer, Change Order and Revocation Order adopted by the Board concurrent with it's adoption of these General Terms and Conditions, and/or any amendments or replacements thereof or additional documents that may be adopted by the Board or the Administrator from time to time in accordance with Section 1.6 as standard forms of documents for the purposes of the Program;

(p) "**Standard Matching Procedures"** means the Standard Matching Procedures adopted by the Board concurrent with its adoption of these General Terms and Conditions, and / or any amendments or replacements thereof as may be adopted by the Board or the Administrator from time to time in accordance with Section 1.6 for the purpose of supplementing or amending such Standard Matching Procedures;

(q) "**Supplemental Documents**" means the Standard Form Documents and the Standard Matching Procedures, and / or any amendments or replacements thereof or additional documents that may be adopted by the Board concurrent with its adoption of these General Terms and Conditions, and/or any amendments or replacements thereof or additional documents that may be adopted by the Board

or the Administrator from time to time in accordance with Section 1.6 to supplement or clarify any principals, procedures or rules of the Program;

(r) "**Trading Day**" means the third Friday of each month, commencing with Friday, February 16, 2006, or such other days as may be determined by the Administrator in accordance with Section 1.6;

(s) "**Trading Document**" means a Buy Offer, Sell Offer, Change Order or Revocation Order, or such other Standard Form Documents as may from time to time be adopted for use in trading Shares under the Program; and

(t) "**Trading Session**" means the period of time commencing at 2:00 p.m., or such other time as may be determined by the Administrator in accordance with Section 1.6, on each Trading Day during which the Administrator matches or attempts to match Buy Offers and Sell Offers as contemplated by Section 2.5.

1.3 Publication, Delivery and Payment

(a) Where pursuant to any provision of the Program the Company is required or permitted to "publish" a document or information, it means publish on its website at www.pound-maker.ca, or such other site as may from time to time be adopted by the Company (the "**Website**").

(b) Where pursuant to any provision of the Program a Participant is required or permitted to deliver or submit any document to the Company such document shall be delivered to the Company by:

(i) electronic mail to shares@pound-maker.ca;

(ii) telephone facsimile at 306-365-4203;

(iii) prepaid ordinary first class or registered mail addressed to the Company, Attention: Share Trading Program at P.O. Box 519, Lanigan, Saskatchewan, S0K 2M0; or

(iv) by personal delivery (which may include courier delivery) to the administrative offices of the Company (the "**Office**") at the Company's feedlot site located on NW 24-33-21 W2 in the Rural Municipality of Prairie Rose No. 309 (approximately 12 kilometres east of Lanigan, Saskatchewan),

or at such other e-mail address, facsimile number, mailing address or Office location as may from time to time be determined by the Administrator. Where it is necessary for the purposes of the Program to determine the time at which any such document so delivered was received by the Company, any such notice or document:

(v) delivered by e-mail or telephone facsimile shall be deemed to have been received by the Company at the time indicated in the Company's electronic records of receipt;

(vi) all documents relating to the Program including, in particular, all Trading Documents personally delivered to the Company's Office shall be date and time stamped by the Company at the time the document is received, provided that where a document is so delivered on a day that is not a Business Day or on a Business Day after the Office has closed, such document shall be date and time stamped effective the time the Office next opens for business, and such document will be deemed to have been received at the time and on the date so stamped; and

(vii) a document delivered by mail shall be deemed to have been received at the date and time of postmark.

(c) Notwithstanding the foregoing provisions of this Section 1.3:

(i) no Trading Document shall be considered at any Trading Session unless the Trading Document has actually been received by the Administrator at the time the Trading Session commences; and

(ii) no original Share certificates or funds shall be delivered to the Company except by personal delivery to the Office of the Company or by mail.

(d) Where pursuant to any provision of the Program the Company is required or permitted to deliver or submit any notice or document to a Participant, such notice or document may be delivered to the email address, telephone facsimile number, mailing address or other location of such Participant as set forth in the records of the Company.

(e) Where any monies are to be paid to the Company by a Participant in respect of the Program, such monies shall be paid by certified cheque, bank draft, money order or other instrument acceptable to the Company and all such payments shall be made payable to Pound-Maker Investments Ltd., in trust. Where any payments are to be made by the Company to a Participant in respect of the Program such payments shall be made by cheque of the Company.

1.4 Governing Law

The Program shall be governed by and interpreted in accordance with the laws of Saskatchewan and the federal laws of Canada applicable therein (collectively "**Applicable Laws**") and the Company and every Participant shall attorn to the jurisdiction of the courts and applicable regulatory authorities of the Province of Saskatchewan.

1.5 Fundamental Principles

Without limiting the generality of Section 1.4, the Program shall be administered and operated in accordance with General Ruling / Order 21-101 ("GR/O 21-101") of the Saskatchewan Financial

Services Commission ("SFSC") and such other provisions, rulings, orders and regulations of or under *The Securities Act, 1988* (Saskatchewan) as may from time to time be in force. In acknowledgement of the provisions of GR/O 21-101, the Company acknowledges and confirms that in administering and operating the Program:

(a) the Company shall act honestly and in good faith;

(b) participation in the Program will be equally available to the Company's securities holders and the public, the Company's securities holders and the public will be treated equally in the administration of the Program, and all information about the Program and activities under the Program shall be equally available to the Company's securities holders and the public, subject, however, to the provisions of Sections 2.1 and 3.2;

(c) subject to any express provision of the General Terms and Conditions or any Supplemental Document to the contrary, all information containing the identity of Participants in the Program or trading by Participants pursuant to the Program shall be received and maintained by the Company in confidence unless and to the extent that a Participant expressly consents to the release of any such information;

(d) all funds and securities received by the Company from Participants in the Program shall be held by the Company in trust for the respective Participants from or on whose behalf such funds and securities are received and shall be paid, transferred or otherwise applied by the Company only for the purposes and in accordance with the provisions of the Program. All such funds and securities shall be segregated from and not commingled with any other funds or securities of the Company;

(e) no fees or commissions will be charged by the Company in respect of any Shares traded pursuant to the Program;

(f) the activities of the Company with respect to the Program are purely administrative in nature and the Company shall not provide investment advice with respect to the Program or take any active part in soliciting persons to become Participants in the Program or to trade Shares under the Program.

1.6 Program Administration

The Program shall be administered by the Administrator which shall have the authority to interpret the Program and determine all questions in respect thereof, and which interpretations and determinations shall, subject to Sections 1.4 and 1.5 hereof, be conclusive and binding on all Participants. Without limiting the generality of the foregoing, but subject to Section 1.7:

(a) the Board may from time to time amend any provision of the General Terms and Conditions provided that such amendment is not inconsistent with any of the provisions of Section 1.4 and 1.5 of the General Terms and Conditions;

(b) the Board may at any time or from time to time suspend the Program or may at any time terminate the Program;

(c) the Administrator may from time to time adopt additional procedures and rules to supplement or clarify the principals, procedures and rules of the Program provided that such additional rules and procedures are not inconsistent with the provision of the General Terms and Conditions and further provided that no additional rules or procedures shall take effect unless and until set forth in writing in a Supplemental Document;

(d) the Administrator may prescribe, and/or from time to time amend, the forms of enrollment forms, buy offers, sell offers and other Standard Form Documents to be used in the Program and/or to be used by Buyers and Sellers participating in the Program;

(e) the Administrator may accept any document or instructions from Participants in a form other than the Standard Form Document, or verbally, provided such alternative documents or instructions include substantially the information otherwise required by the applicable Standard Form Document; and

(f) the Administrator may determine the days that will be Trading Days and the time periods for Trading Sessions on Trading Days, if those Trading Days or Trading Sessions are other than the days or time periods contemplated by the definitions of those terms in Section 1.2.

1.7 Effective Date

All amendments to the General Terms and Conditions; any decision by the Board to suspend or terminate the Program; all amendments to, or new, Supplemental Documents from time to time adopted by the Company; and any change in the Trading Days or the time periods for Trading Sessions, as contemplated by Section 1.6 hereof, shall be published by the Company on its Website and shall not take effect unless and until so published.

ARTICLE 2 - GENERAL RULES AND PROCEDURES OF THE PROGRAM

2.1 Enrollment

Any person is eligible to become a Participant in the Program provided that such person:

(a) if an individual, is at least 18 years of age and has the legal capacity and competence to enroll and participate in the Program;

(b) in the case of a person that is not an individual, such person is a validly subsisting corporation, general partnership or limited partnership (or, subject to acceptance by the Company in its sole discretion, another form of business entity) under the laws of Canada or a Province or Territory of Canada and such person has the necessary legal and corporate or like capacity and authority to enroll and participate in the Program;

(c) the Participant, in trading Shares under the Program does so solely as principal for his, her or its own account and not as trustee, agent or otherwise on behalf of another person, subject, however, to the provisions of Section 3.2 and further

provided that a person that is the executor or administrator of the estate of a deceased individual that holds Shares may, with the consent of the Company, enroll as a Participant for the purpose of selling Shares of such estate under the Program; and

(d) the person is not precluded or restricted by any Applicable Laws of any jurisdiction from participating in the Program or from trading in or holding Shares of the Company,

and provided that no person may participate in the Program unless and until such person has:

(e) completed and submitted to the Company an Enrollment Form in a form acceptable to the Administrator together with the agreements, documents and information contemplated by such Enrollment Form and/or, without limiting the generality of the foregoing, such additional agreements, documents and information as may be requested by the Administrator to:

(i) confirm the address and identity of the Participant and that his or her participation in the Program will comply with all provisions of the Program;

(ii) confirm or better ensure that the Participant is not likely to default on any of its obligations under the Program;

(iii) appoint the Company, or an officer, employee or other agent of the Company, the attorney of the Participant for the purpose of executing any documents necessary to settle any trade of Shares on behalf of the Participant in accordance with the terms of any Offer by that Participant that is matched and settled in accordance with the provisions of the Program;

(f) agreed to participate in the Book Entry System and has deposited the certificates for Shares then held by the Participant to the Company for cancellation and reissue in accordance with the Book Entry System, subject, however, to the provisions of Section 3.2 hereof; and

(g) been assigned a personal identification number ("**PIN Number**") by the Company,

and provided further that the Company may, in its discretion, deny participation in the Program to any person, and/or may revoke the participation of any person previously enrolled in the Program who fails to provide any of the forms, agreements, documents and information contemplated by the foregoing provisions of this Section 2.1 or who makes, or is discovered by the Company to have made, any false or misleading statement in any such forms, agreements, documents or information, or who in the opinion of the Administrator has failed to observe or is likely to fail to observe any of the provisions of the Program.

2.2 Buying Shares

A Participant wishing to buy Shares in the Program (the "**Buyer**") must complete and deliver to the Company an offer to purchase (a "**Buy Offer**") in the form of the Standard Form Buy Offer or in another form acceptable to the Administrator, indicating:

(a) the number of Shares the Buyer is offering to purchase (the "**Buy Offer Shares**");

(b) the price, on a per Share basis, at which the Buyer is offering to buy the Buy Offer Shares (the "**Bid Price**");

(c) the date on which the Buy Offer will expire (the "**Expiry Date**"), or, if the Buy Offer is not subject to a fixed Expiry Date, a statement to that effect; and

(d) the Buyer's PIN Number.

2.3 Selling Shares

A Participant wishing to sell Shares in the Program (the "**Seller**") must complete and deliver to the Company an offer to sell (a "**Sell Offer**") in the form of the Standard Form Sell Offer or in another form acceptable to the Administrator, indicating:

(a) the number of Shares the Seller is offering to sell (the "**Sell Offer Shares**");

(b) the price, on a per Share basis, at which the Buyer is offering to sell the Sell Offer Shares (the "**Ask Price**");

(c) the date on which the Sell Offer will expire (the "**Expiry Date**"), or, if the Sell Offer is not subject to a fixed Expiry Date, a statement to that effect; and

(d) the Seller's PIN Number.

2.4 Change or Revocation of Offer

(c) A Buyer or Seller who submits an Offer in accordance with Section 2.2 or 2.3 may change or revoke the Offer at any time prior to the commencement of the Trading Session at which the Offer was to be considered, provided that no such change or revocation shall be effective unless written notice of the change (a "**Change Order**") or revocation (a "**Revocation Order**") is actually received by the Administrator at the Offices of the Company prior to the commencement of such Trading Session.

(d) Where an Offer (the "**Original Offer**") is changed in accordance with the foregoing provisions of this Section 2.4, the Original Offer shall be deemed to be revoked and a new Offer shall be deemed to have been made by the applicable Buyer or Seller, effective at the time and date that the Change Order is received by the Administrator, on the terms and conditions set forth in the Original Offer as amended by the Change Order.

(e) Notwithstanding that a Buy Offer or Sell Offer may not be subject to a fixed Expiry Date, all Offers that are not successfully matched pursuant to the Settlement Provisions set forth herein within 120 days of the date on which such Offer was first received by the Company, shall and shall be deemed to have expired at the end of such 120 day period.

2.5 Share Matching Procedure

At each Trading Session the Administrator shall:

(a) rank all Buy Offers that have been submitted to the Company and have not expired or been revoked as at the commencement of the Trading Session from highest to lowest based on their respective Bid Price, provided that where two or more such Buy Offers have the same Bid Price such equally priced Buy Offers will be ranked in the order that they were deemed to have been received by the Company pursuant to Section 1.3;

(b) rank all Sell Offers that have been submitted to the Company and have not expired or been revoked as at the commencement of the Trading Session from lowest to highest based on their respective Ask Price, provided that where two or more such Sell Offers have the same Ask Price such equally priced Sell Offers will be ranked in the order that they were deemed to have been received by the Company pursuant to Section 1.3; and

(c) then attempt to match as many Buy Offers with as many Sell Offers as is reasonably possible in accordance with the detailed principles, procedures and rules set out in, and at the trading prices calculated in accordance with, the Standard Matching Procedures.

2.6 Settlement

All trades of Shares between the respective Buyers (a "**Matched Buyer**") whose Buy Offers are successfully matched at a Trading Session with one or more Sell Offers in accordance with Section 2.5 and the Standard Matching Procedures and the respective Sellers (a "**Matched Seller**") under such Sell Offers, shall be settled on the fifth Business Days following the Trading Date (the "**Settlement Date**"), but effective as of the Trading Date, in accordance with the procedures in this Section 2.6 and Sections 2.7 and 2.8.

(a) Promptly after each Trading Session the Company shall advise each Matched Buyer of the total number of Shares successfully matched on behalf of that Buyer at the Trading Session (the "**Matched Shares**") and the aggregate purchase price (the "**Purchase Price**") required from that Buyer to complete the purchase of such Matched Shares.

(b) Each Matched Buyer shall pay his respective Purchase Price to the Company, in trust, by not later than 4:00 p.m. (Saskatchewan time) on the Settlement Date .

(c) On or as soon as reasonably possible following the Settlement Date, the Company shall enter or cause to be entered the particulars of all purchase and sale

transactions for the relevant Trading Session in the records of the Book Entry System, and the Company shall deliver:

(i) to each Matched Buyer written confirmation as to the number of Shares purchased on behalf of the Buyer, the effective date of the trade and the Purchase Price of the Shares so purchased;

(ii) to each Matched Seller written confirmation as to the number of Shares sold on behalf of the Seller, the effective date of the trade and the Purchase Price of the Shares so sold, together with a cheque of the Company in payment for such Purchase Price.

(d) The Company may, but shall not be required to, notify the Buyers and/or Sellers whose Offers were not successfully matched at the relevant Trading Session. For greater certainty, all such unmatched Offers shall be deemed to have been resubmitted and shall be reconsidered on the next following Trading Day unless, as stipulated in the original Offer or pursuant to subsection 2.4(c), such Offer expires prior to such Trading Day or unless the Company otherwise receives a written revocation of the Offer from the relevant Buyer or Seller prior to the start of the Trading Session on that next Trading Day.

2.7 Default by Buyer

If and where a Matched Buyer (in this Section 2.7 referred to as a "**Defaulting Party**") who, after having been advised by the Company pursuant to subsection 2.6(a) of the Matched Shares matched on his behalf at a Trading Session and as to the Purchase Price required from him to complete the purchase of such Matched Shares, for any reason fails to pay such Purchase Price by 5:00 PM on the Settlement Date, the following provisions shall apply:

(a) subject to subsections 2.7(b) and (c), the Buy Offer of the Defaulting Party shall be deemed to be null and void and the Company may, but shall not be obliged, to attempt to reconstruct the Trading Session at which such Buy Offer was initially successfully matched (the "**Initial Session**") and may adjust and rematch the Offers at such Initial Session so as to achieve, as nearly as reasonably possible, the same results as would have been achieved had the Buy Offer of the Defaulting Party never been submitted at such Initial Session.

(b) the Defaulting Party shall and shall be deemed to have breached his contract with the Matched Seller(s) whose Sell Offer(s) was initially matched with the Buy Offer of the Defaulting Party and/or with any other Matched Seller who suffers any loss or damage as a result of such default (an "**Injured Party**") and the Company shall be at liberty to disclose to such Injured Parties the identity of the Defaulting Party, the particulars of the Buy Offer in respect of which the Defaulting Party defaulted and such other information as may reasonably be requested by any Injured Party in connection with any legal proceedings that such Injured Party may elect to take against the Defaulting Party in respect of such breach, provided, for greater certainty, the Company shall have no liability to any

such Injured Party or to any other person for any Losses suffered or incurred by such Injured Party or other person as a result of the Defaulting Party's default;

(c) the Defaulting Party shall indemnify the Company against any Losses suffered or incurred by the Company as a result of the Defaulting Party's default; and

(d) the Company may suspend for such period of time as the Company in its discretion determines appropriate, or terminate, the Defaulting Party's participation in the Program.

2.8 Additional Trading Rules

(a) Notwithstanding the foregoing provisions of this Article 2:

(i) no Offer may be made, or if made shall be considered valid for any Trading Session, for less than 200 Shares, except in the case of a Sell Offer where the total shareholdings of the Seller are less than 200 Shares, in which case a Sell Offer for all of such Seller's Shares may be permitted;

(ii) no Offer will be included in any Trading Session unless the Offer has actually been received by the Administrator, and has not been revoked or otherwise expired, at the time the Trading Session commences;

(iii) subject to Section 3.2 hereof, no Sell Offer shall be made for any Shares unless such Shares have been entered into the Book Entry System; and

(iv) no Buy Offer shall be valid or eligible for the Program if, as a result of the acquisition of Shares thereunder, to the knowledge of the Company, the Buyer, either alone or together with one or more other persons with whom the Buyer is "associated" or "affiliated" (within the meaning given those terms under *The Securities Act, 1988* (Saskatchewan)) and/or any person or persons with whom the Buyer, its affiliates or associates, is acting jointly or in concert (all of the foregoing being hereafter referred to as a "**Related Group**") would become, either directly or indirectly the registered or beneficial owner of, and/or acquire the right to exercise control and direction over, 10% or more of the total Shares of the Company that are then outstanding. In that regard, the Company may, but shall not be obligated, at any time and from time to time to require any Participant to provide to the Company such information as the Company may reasonably request in order to verify or confirm the number of Shares that such Participant and any other members of such Participant's Related Group holds, either beneficially or of record and/or over which such Participant and any member of its Related Group exercises control or direction and, if for any reason such Participant fails or refuses to provide the information so requested the Company may in its discretion refuse to process or attempt to match any and all Offers of such Participant.

(b) The Buyers and Sellers whose Offers are successfully matched with one another in accordance with the Program shall and shall be deemed to have contracted with one another, in the case of the Matching Buyer to purchase, and in the case of the Matching Seller to sell, the Matched Shares at the Purchase Price and otherwise on the terms and conditions of the Program, which contract shall be enforceable between such parties in accordance with the terms thereof as if such parties had directly contracted with one another and no Buyer or Seller shall plead in defence of any claim under such contract that there was or is no privity of contract, it being acknowledged that in matching Buyers and Sellers the Company is acting purely as administrative agent for and on behalf of both the Buyers and Sellers.

(c) By submitting a Sell Offer, the Seller shall and shall be deemed to warrant and represent to any Buyers with whom such Sell Offer is matched, that the Seller has good and marketable title to the Sell Offer Shares and that upon and subject to the sale and settlement of such Sell Offer Shares the Buyer shall obtain good and marketable title to such Shares free and clear of any liens, charges or other encumbrances of any nature or kind whatsoever.

(d) The Company shall not be liable in any manner whatsoever to any Buyer, Seller or other person for the failure to complete, process or match any Offers or to settle any trades where such failure is caused in whole or in part by the failure of any Buyer or Seller to deliver any monies or documents required by the Program or for any other Loss suffered or incurred by any person whatsoever in relation to the Program except to the extent that such Loss is attributable to a deliberate act of misconduct or gross negligence by the Company.

(e) Without limiting the generality of subsection (d) above, the Company may but shall be under no obligation to inquire into the validity of any Seller's title to any Sell Offer Shares or such Seller's ability to pass title to such Sell Offer Shares free and clear of any liens, charges or encumbrances, each of which shall and shall be deemed to be the exclusive responsibility of the respective Sellers nor shall the Company be under any obligation or have any responsibility to inquire into or ensure compliance by any Participant with the requirements of any securities legislation or laws including, without limitation, takeover bid requirements or insider trading requirements, it being the responsibility of all Participants to ensure compliance with their personal obligations in this regard and to consult their own professional advisors with respect to such obligations.

2.9 Record Keeping

The Company shall maintain copies of all Enrollment Forms, Trading Documents and other documents and instruments from time to time submitted to the Company by Participants and shall prepare and maintain written records of all Trading Documents from time to time received by it, the time and date of all Shares traded under the Program and such additional information as may from time to time be required by GR/O 21-101 and other Applicable Laws and shall, at a minimum, publish on its Website, or through a link on its Website to SEDAR, all such information pertaining to the Program as is required by the provisions of GR/O 21-101 to be made available to the public.

2.10 Publication of Trading Information

Without limiting the generality of Section 2.9, the Company shall post to its Website the information described in this Section 2.10, provided, for greater certainty, in doing so no information as to the name of any Buyers or Sellers or information that would otherwise be likely to identify any Participant shall be published by the Company without the prior consent of the Participant.

(a) Within a reasonable time after receiving and verifying the validity of each Offer received by the Company, the Administrator will publish to the Website a summary of the Offer, including:

(i) in the case of a Buy Offer:

(A) the date of the Offer;

(B) the number of Shares that the Buyer is offering to buy;

(C) the Bid Price for those Shares: and

(D) the Expiry Date of the Offer, if applicable;

(ii) in the case of a Sell Offer:

(A) the date of the Offer;

(B) the number of Shares that the Seller is offering to sell;

(C) the Ask Price for those Shares: and

(D) the Expiry Date of the Offer, if applicable,

all of which information shall be maintained on the Website until the earlier of:

(iii) the revocation or expiry of the relevant Offer; or

(iv) the time the Offer is successfully matched.

(b) As soon as reasonably possible after each Trading Session and the settlement of the trades of Shares matched at that Trading Session the Company will publish to the Website a summary of all Offers considered at the Session, the total volume of Shares traded at the Session and the prices at which Shares were traded at that Session.

(c) The Company shall additionally publish and maintain on its Website a summary of historical trading activity pursuant to the Program as determined by the Administrator from time to time.

ARTICLE 3 - BOOK ENTRY SYSTEM

3.1 Book Entry System

To facilitate the settlement of trades pursuant to the Program, the Company has adopted and will operate, and, subject to Section 3.2 hereof, every Participant, as a condition to enrolling in the Program shall be required to participate in, a Book Entry System for registering, issuing and recording Shares of Participants and the particulars of any transfer of Shares. So long as the Company continues the Book Entry System the provisions set forth in this Section 3.1 shall apply to the Shares of all Participants in the Program.

(a) Each Participant who enrolls in the Program pursuant to Section 2.1 hereof shall, prior to such Participant submitting any Sell Offer, surrender the certificate(s) for any Shares that are then registered in the name of such Participant to the Company.

(b) All certificates from time to time surrendered to the Company shall be cancelled by the Company and a certificate or certificates (collectively the "**Global Certificate**") for the Shares represented by such surrendered certificates shall be issued to and in the name of the Company or its nominee (the "**Depositary**").

(c) The Depositary shall maintain written records of all Shares surrendered, and as to the Participants who surrendered such Shares, pursuant to the foregoing provisions of this Section 3.1, and shall record in such records the particulars of any trades of such Shares pursuant to the Program, including the name of the Seller and Buyer(s), the number of Shares traded, the date of the trade and the Purchase Price of the Shares traded. Written confirmation of all trades shall be provided to the respective Buyers and Sellers in accordance Section 2.6 but, subject to subsection 3.1(e) below, no Buyer or other Participant shall be issued, or otherwise be entitled to obtain, a certificate for any Shares purchased by such Buyer or otherwise owned by such Participant. Any Participant may, however, from time to time require the Company and/or Depositary to provide written confirmation as to the number of Shares held by the Depositary on behalf of such Participant and/or a summary of historical trading activity by such Participant pursuant to the Program.

(d) All Shares represented by the Global Certificate are, and shall be, issued in the name of the Depositary as a matter of convenience only and all such Shares shall, and shall be deemed to be, held in trust by the Depositary for the respective Participants who surrendered the certificates representing such Shares until such time as the Shares are transferred to a Buyer (or successive Buyers as the case may be) in accordance with the provisions of the Program in which case and at and from which time the Shares shall and shall be deemed to be held in trust for such Buyer. The Depositary shall have no rights as a shareholder in respect of any Shares represented by the Global Certificate. Rather, all such rights shall belong to the respective Participants on whose behalf the Shares are held and such Participants shall continue to be the beneficial holders and, to the maximum extent permitted by Applicable Law, shall continue to be considered the legal and registered holders of such Shares.

(e) Nothing in the this Section 3.1 is intended to effect the rights of any Participant pursuant to section 45 of *The Business Corporations Act* (the "***SBCA***") to obtain from the Company a certificate that complies with the *SBCA* or a non-transferable written acknowledgement of his right to obtain such a certificate, but no Participant shall be entitled to sell or offer to sell any Shares under the Program unless such Shares have been surrender to and are maintained by the Depositary in accordance with the foregoing provisions of this Section 3.1.

3.2 Proviso Regarding Shares of Registered Account Holders

a) In this Section 3.2:

i) "**Beneficial Holder**" means the individual who is the beneficiary of an RRSP or RRIF that holds Shares;

ii) "**Registered Account Holder**" means a RRIF or RRSP, or the nominee of such RRIF or RRSP, that is or becomes the Registered Holder of Shares;

iii) "**RRIF**" means a "registered retirement income fund" as that term is defined in the *Income Tax Act* (Canada); and

iv) "**RRSP"** means a "registered retirement savings plan" as defined in the *Income Tax Act* (Canada).

b) Notwithstanding any other provision of these General Terms and Conditions, where an individual wishes to buy or sell Shares pursuant to the Program through a Registered Account, the following provisions shall apply:

i) the Beneficial Holder under such Registered Account shall first enroll as a Participant in the Program and shall complete and submit an Enrollment Form to the Company in accordance with the provisions of Section 2.1 hereof, provided that in such case, and without limiting the generality of the provisions of Section 2.1 hereof relating to the right of the Company, in its discretion, to deny or revoke participation in the Program to any person, the Company may deny participation in the Program to the Beneficial Holder unless the Beneficial Holder and / or the Registered Account Holder delivers to the Company such addition forms, agreements, documents, certificates, authorizations and information as the Company, in its sole discretion, considers necessary or desirable to confirm the authorization of the Beneficial Holder to trade Shares registered (or to become registered) in the name of the Registered Account Holder and / or to clarify and / or confirm the persons from and / or to whom and the procedures by which any monies or other documents relating to the trading of Shares or the settlement of trades under the Program are to be paid or delivered, all with a view to better ensure compliance with the terms and conditions of the RRIF or RRSP, as applicable, and all laws applicable thereto (all of the foregoing being sometimes referred to as the "**Supplemental Settlement Procedures**";

ii) all provisions of these General Terms and Conditions relating to the trading of Shares and the settlement of trades under the Program shall apply, *mutates mutantus*, to Shares traded by a Beneficial Holder through a Registered Account provided that any funds and documents that would otherwise be delivered by or to a Participant acting as principal pursuant to Sections 2.6, 2.7 or 2.8 hereof, may instead be delivered in accordance with the Supplemental Settlement Procedures; and

iii) the Company may, in its discretion, waive the requirement that either the Beneficial Holder or the Registered Account Holder participate in the Book Entry System with respect to any Shares held in or through a Registered Account, provided that arrangements are made by the Beneficial Holder and / or the Registered Account Holder, with, and in the sole discretion of the Company satisfactory to, the Company, to guarantee or otherwise ensure the delivery of all share certificates and related transfer forms and authorizations in a timely manner to permit trades by the Beneficial Holder to be settled in a timely fashion as otherwise contemplated by these General Terms and Conditions.

The undersigned certifies that these General Terms and Conditions were adopted by the Board of Directors of Pound-Maker Investments Ltd. effective the 13th day of January, 2006.

POUND-MAKER INVESTMENTS LTD.

Per:

Mylles Wildeman**,** President