

FORM 17

**ESCROW AGREEMENT FOR AN ISSUER OTHER
THAN A NATURAL RESOURCE ISSUER**

THIS AGREEMENT made in triplicate this day of 19 .

AMONG

(herein called
“the Issuer”)

and

(herein called
“the Trustee”)

and

(herein called
“the Security
Holders”)

WHEREAS in furtherance of complying with the requirements of the Securities Act, the Security Holders are desirous of depositing in escrow certain securities in the Issuer owned or to be received by them;

AND WHEREAS the Trustee has agreed to undertake and perform its duties according to the terms and conditions hereof;

NOW THEREFORE this Agreement witnesses that in consideration of the sum of one dollar (\$1) paid by the parties to each other, receipt of this sum being acknowledged by each of the parties, the Security Holders jointly and severally covenant and agree with the Issuer and with the Trustee and the Issuer and the Trustee covenant and agree each with the other and with the Security Holders jointly and severally as follows:

FORMS

1 Each of the Security Holders hereby places and deposits in escrow with the Trustee those of his securities in the Issuer which are represented by the certificates described in Schedule "A" attached to this agreement and the Trustee hereby acknowledges receipt of those certificates. The Security Holders agree to deliver promptly to the Trustee any replacement securities or certificates, if and when issued or allotted, for deposit in escrow.

2 The parties hereby agree that the securities and the beneficial ownership of or any interest in them and the certificates representing them (including any replacement securities or certificates) shall not be sold, assigned, hypothecated, alienated, released from escrow, transferred within escrow, or otherwise in any manner dealt with, without the written consent of the Executive Director of the Alberta Securities Commission (hereinafter referred to as the "Executive Director") given to the Trustee or except as may be required by reason of the death or bankruptcy of any Security Holder, in which cases the Trustee shall hold the said certificates subject to this agreement for whatever person or company shall be legally entitled to become the registered owner thereof and shall provide to the Executive Director written notice of the new registered owner, but the securities shall remain in escrow, subject to this agreement.

3 The Security Holders direct the Trustee to retain their respective securities and the certificates (including any replacement securities or certificates) representing them and not to do or cause anything to be done to release them from escrow or to allow any transfer, hypothecation or alienation thereof without the written consent of the Executive Director. The Trustee accepts the responsibilities placed on it by this agreement and agrees to perform them in accordance with the terms of this agreement and the written consents, orders or directions of the Executive Director.

4 If during the period in which any of the securities are retained in escrow pursuant hereto, any dividend is received by the Trustee in respect of the escrowed securities, any such dividend shall be promptly paid or transferred to the respective Security Holders entitled thereto.

5 All voting rights attached to the escrowed securities shall at all times be exercised by the respective registered owners thereof.

FORMS

6 The Security Holders hereby jointly and severally agree to and do hereby release and indemnify and save harmless the Trustee from and against all claims, suits, demands, costs, damages and expenses which may be occasioned by reason of the Trustee's compliance in good faith with the terms hereof.

7 The Issuer hereby acknowledges the terms and conditions of this agreement and agrees to take all reasonable steps to facilitate its performance and to pay the Trustee's proper charges for its services as trustee of this escrow.

8 If the Trustee should wish to resign, it shall give at least 3 months' notice to the Issuer which may, with the written consent of the Executive Director, by writing appoint another Trustee in its place and such appointment shall be binding on the Security Holders and the new Trustee shall assume and be bound by the obligations of the Trustee hereunder.

9 The written consent of the Executive Director as to a release from escrow of all or part of the escrowed securities shall terminate this agreement only in respect to those securities so released. For greater certainty this paragraph does not apply to securities transferred within escrow.

10 This agreement may be executed in several parts in the same form and the parts as so executed shall together form 1 original agreement, and the parts if more than 1 shall be read together and construed as if all the signing parties hereto had executed 1 copy of this agreement.

11 Wherever the singular or masculine are used throughout this agreement, the same shall be construed as being the plural or feminine or neuter where the context so requires.

12 This agreement may be amended upon agreement of the Security Holders, the Trustee and the Issuer and upon the written consent having been obtained from the Executive Director.

13 This agreement shall enure to the benefit of and be binding on the parties to this agreement and each of their heirs, executors, administrators, successors and assigns.

FORMS

IN WITNESS WHEREOF the Issuer and Trustee have caused their respective corporate seals to be hereto affixed and the Security Holders have hereto set their respective hands and seals.

(Name, corporate seal and
authorized signatures of Issuer) _____

(Name, corporate seal and
authorized signatures of Trustee) _____

SIGNED, SEALED AND DELIVERED by the respective Security Holders whose names are subscribed in the right-hand column below in the presence of the respective persons whose names are subscribed in the left-hand column.

Witnesses	Security Holders
_____	_____
_____	_____

SCHEDULE A

to Agreement dated the _____ day of _____ 19 __, and made between _____, therein called "the Issuer", _____, therein called "the Trustee", and some security holders of the Issuer, therein called "the Security Holders".

Names of Security Holder	Number of Securities Escrowed	Certificate Numbers of Securities Escrowed	Signatures of Security Holder

Instructions to Escrow Agreement for an Issuer Other than a Natural Resource Issuer.

1 The Issuer and Security Holders may, with the consent of the Executive Director, include a paragraph which would outline the conditions for an application for release (or partial release) of the escrowed securities.

FORMS

2 Refer to section 92(2)(c) of the Alberta Securities Commission Rules for securities to be escrowed.

3 In Schedule A under “Names of Security Holders”, if the name of the beneficial owner is different than the name of the Security Holder, please also state name of beneficial owner.