

LIMITED POWER OF ATTORNEY

This Limited Power of Attorney (the "Agreement") is made and effective [DATE],

BETWEEN: [ATTORNEY NAME] (the "Attorney"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: [CLIENT NAME] (the "Client"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

KNOW ALL MEN BY THESE PRESENTS, that this Power of Attorney is given by Client to Attorney and that the Client hereby appoints Attorney to be its attorney and to do in its name and on its behalf anything that the Client can lawfully do by an attorney, including but not limited to;

1. GENERAL GRANT OF POWER

To exercise or perform any act, power, duty, right or obligation whatsoever that Client now has or may hereafter acquire, relating to any person, matter, transaction or property, real or personal, tangible or intangible, now owned or hereafter acquired by Client, including, without limitation, the following specifically enumerated powers. Client grants to Attorney full power and authority to do everything necessary in exercising any of the powers granted here as fully as Client might or could do if personally present, with full power of substitution or revocation, ratifying and confirming all that Attorney shall lawfully do or cause to be done by virtue of this power of attorney and the powers granted here.

2. COLLECTION POWERS

To forgive, request, demand, sue for, recover, collect, receive, hold all such sums of money debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension, profit sharing, retirement, social security, insurance and other contractual benefits and proceeds, all documents of title, all property, real or personal, intangible or tangible property and property rights, and demands whatsoever, liquidated or unliquidated, now or hereafter owned by, or due, owing, payable or belonging to, Client or in which Client has or may hereafter acquire an interest; to have, use, and take all lawful means and equitable and legal remedies and proceedings in Client's name for the collection and recovery of them, and to adjust, sell, compromise, and agree for the same, and to execute and deliver for Client, on its behalf, and in its name, all endorsements, releases, receipts, or other sufficient discharges for the same.

3. REAL PROPERTY POWERS

To bargain, contract, agree for, option, purchase, acquire, receive, improve, maintain, repair, insure, plat, partition, safeguard, lease, demise, grant, bargain, sell, assign, transfer, remise, release, exchange, convey, mortgage and hypothecate real estate and any interest in it (and including any interest which Client holds with any other person as joint tenants with full rights of survivorship, or as tenants by the entirety), lands, tenements and hereditaments, for such price, upon such terms and conditions, as Attorney shall determine.

4. PERSONAL PROPERTY POWERS

To bargain, contract, agree for, purchase, option, acquire, receive, improve, maintain, repair, insure, safeguard, lease, assign, sell, exchange, redeem, transfer, hypothecate and in any and every way and manner deal in and with goods, wares, merchandise, furniture and furnishings, automobiles, bills, notes, debentures, bonds, stocks, limited partnership interests, certificates of deposit, commercial paper, money market instruments, and other securities, choses in action and other tangible or intangible personal property in possession, for such price, upon such terms and conditions, as Attorney shall determine.

5. GIFT POWER

To make gifts of any kind, provided, however, that the aggregate of all gifts to one donee other than a charitable donee, in any one year shall not exceed Client's federal gift tax annual exclusion for the year in which the gifts are made, and this authority shall be non-cumulative.

6. CONTRACT POWERS

To make, do, and transact every kind of business of whatever nature, and also for Client and in its name, and as its act and deed, to sign, seal, execute, deliver and acknowledge such stock certificates, stock powers, assignments separate from certificate, deeds, conveyances, leases and assignments of leases, covenants, indentures, options, letters of intent, contracts, agreements, closing agreements, certificates, mortgages, hypothecations, bills of lading, bills, bonds, debentures, notes, receipts, evidence of debts, releases and satisfaction of mortgage, judgments and other debts, waivers of statutes of limitation, and such other documents and instruments in writing of whatever kind and nature as may be necessary or proper in the premises, as fully as Client might do if done in its own capacity.

7. BANKING POWERS

To make, draw, sign in Client's name, deliver and accept checks, drafts, receipts for moneys, notes, or other orders for the payment of money against, or otherwise make withdrawals from any commercial, checking or savings account which Client may have in its sole name or in joint name with its spouse or other person(s), in any bank or financial institution, for any purpose which Attorney may think necessary, advisable or proper; and to endorse and negotiate in its name and deliver checks, drafts, notes, bills, certificates of deposit, commercial paper, money market instruments, bills of exchange or other instruments for the payment of money and to deposit same, as cash or for collection, and cash into any commercial, checking or savings account which Client may have in its sole name or in joint name with its spouse or other person(s), in any bank or financial institution; and to carry on all its ordinary banking business.

8. TAX RETURNS

To prepare, execute and file reports, returns, declaration, forms and statements for any and all tax purposes including income, gift, real estate, personal property, intangibles tax, single business tax, or any other kind of tax whatsoever, to pay such taxes and any interest or penalty or additions to make and file objections, protests, claims for abatement, refund or credit in relation to any such tax proposed, levied or paid; to represent Client and to institute and prosecute proceedings in court or before any administrative authority to contest any such tax in whole or in part or for recovery of any amount paid in respect of any such tax, to defend or settle any amount paid in respect of any such tax, to give full and final receipt for any refund or credit and to endorse and collect any check or other voucher; to pay any and all such taxes and any interest, penalty or other additional amounts, to employ attorneys, accountants or other representatives and grant powers of attorney or letters of appointment for any of the purposes stated above.

9. SAFE DEPOSIT BOX

To have access to any safe deposit box of which Client is a tenant or cotenant with full power to withdraw or change from time to time the contents of it; and to exchange or surrender the box and keys to it, renew any rental contract for it, and to do all things which any depository, association or bank or Attorneys may require, releasing the lessor from all liability in connection with it.

10. EMPLOY AGENTS

To employ and compensate agents, accountants, attorneys, real estate brokers and other professional assistance and to retain and compensate such persons for services rendered; to waive any attorney-client privilege.

11. MOTOR VEHICLES

To apply for a Certificate of Title upon, and endorse and transfer title, for any automobile, or other motor vehicle, and to represent in such transfer assignment that the title to the motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.

12. SETTLEMENT POWERS

To adjust, settle, compromise or submit to arbitration any accounts, debts, claims, demands, disputes or matters which are now subsisting or may hereafter arise between Client or its Attorney and any other person or persons, or in which any property, right, title, interest or estate belonging to or claimed by Client may be concerned.

13. LEGAL ACTIONS

To commence, prosecute, enforce or abandon, or to defend, answer, oppose, confess, compromise or settle all claims, suits, actions, or other judicial or administrative proceedings in which Client is or may hereafter be interested, or in which any property, right, title, interest or estate belonging to, coming to or claimed by Client may be concerned.

14. DIVIDENDS

To receive all dividends which are or shall be payable on any and all shares of stock in any corporation which may stand in Client's name on the books of such corporation or to which Client may be, in equity or otherwise, beneficially entitled; or to elect to reinvest such dividend, all as Attorney may deem appropriate.

15. VOTE STOCK

To vote at all stockholder meetings of corporations and otherwise to act as Client proxy or representative in respect of any shares now held or which may hereafter be acquired by Client and for that purpose to sign and execute any proxies or other instruments in its name and on its behalf.

16. TRANSFER STOCK

To sell, assign, transfer, and deliver all and any shares of stock standing in Client's name on the books of any corporation, or to which Client may be, in equity or otherwise, beneficially entitled, and for the purpose to make and execute all necessary acts of assignment and transfer.

17. INSURANCE AND EMPLOYEE BENEFIT PLANS

To redeem, surrender, borrow, extend, cancel, amend, pledge, alter or change, including change of beneficiary of any insurance policies in which Client may have an interest, as Attorney may deem proper and expedient, and for such purpose to sign and execute any documents, affidavits or forms required in Client's name and on its behalf, except however, Attorney shall have no power and authority over life insurance policies Client may own on Attorney's life; and to exercise all powers and options involving retirement programs, compensation plans, pension, profit sharing and other employee benefit plans.

18. SOCIAL SECURITY AND GOVERNMENT BENEFITS

To make application to any governmental agency for any benefit or government obligation to which Client may be entitled; to endorse any checks or drafts made payable to Client from any government agency for its benefit, including any Social Security checks.

19. BUSINESS INTERESTS

To continue to conduct or participate in any business in which Client may be engaged or to carry out, modify or amend any agreement to which Client may be a party, and to sell, exchange, modify or terminate such interest to or with such person or persons as Attorney may deem proper and on such terms and with such security as Attorney may deem appropriate; execute partnership agreements, and amendments; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ officers, directors and Attorneys; carry out the provisions of any agreement for the sale of any business interest or the stock in it.

20. BORROW

To borrow from time to time such sums of money and upon such terms as Attorney may think expedient for or in relation to any purpose or object which Attorney may deem proper or expedient, unsecured or upon the security of any of Client's property, whether real or personal or otherwise, and for such purpose to give, execute in its name, deliver, and acknowledge promissory notes and/or renewals of, mortgages, pledges and guaranties with such powers and provisions as Attorney may think proper or requisite.

21. DEBTS AND EXPENSES

To pay, compromise, and settle any and all bills, loans, notes or other forms of indebtedness owed by Client at the present time, or which may be owed by Client or incurred by Attorney for Client benefit at any time in the future, and to incur and pay from any of Client's assets or property all reasonable expenses in connection with the control, management, and supervision of Client's property and the maintenance, support, care, and comfort of Client, including reasonable compensation for the services of professionals, and including the fees and charges of such attorneys, accountants or others as Attorney may, in the exercise of discretion, employ in the management of any of Client's affairs.

22. INVESTMENTS

To invest and reinvest in loans, stocks, bonds, including bonds purchased at a discount but redeemable at face value, securities, real estate, life insurance, annuities or endowment policies or combinations of them, or in any other investment which Attorney may deem proper; to reduce the interest rate at any time and from time to time on any mortgage or land contract; to deal with and give instructions to any brokerage firm with respect to the purchase, sale or other disposition of securities and other assets, add assets to or withdraw assets from any account in Client's name, and sign any representation, certification or agreement, including agreements regarding margin, option trading, or commodities accounts, that Attorney deems advisable.

23. RESTRICTIONS ON ATTORNEY'S POWERS

- a. Attorney cannot execute a will or codicil on Client's behalf.
- b. Attorney cannot execute any trust on Client's behalf, however, Attorney can enter into a custodial agreement with a bank with trust powers.
- c. Attorney cannot divert Client's assets to itself, its creditors or its estate.
- d. Attorney shall not exercise, and shall not be vested with any incidents of ownership as to insurance policies insuring Attorney's life, owned by Client.
- e. Attorney is a fiduciary, possessing no general or limited power of appointment.
- f. Attorney shall not exercise any powers which Client received from Attorney in a fiduciary capacity, and Attorney shall have no authority to exercise any powers, the exercise of which would cause assets of mine to be considered as taxable in Attorney's estate for the purposes of the federal estate tax or the [%] inheritance tax.

24. INTERPRETATION AND GOVERNING LAW

This instrument is to be construed and interpreted as a general durable Power of Attorney. The enumeration of specific powers here is not intended to, nor does it, limit or restrict the general powers granted here to Attorney. Paragraph headings are for convenience only and are not to be deemed to be part of this instrument. This instrument is executed and delivered in the state of [STATE/PROVINCE], and the laws of the state of [STATE/PROVINCE] shall govern all questions as to the validity of this power and the construction of its provisions.

25. THIRD-PARTY RELIANCE

Third parties may rely upon the representation of Attorney as to all matters relating to any power granted to Attorney, and no person who may act in reliance upon the representations of Attorney or the authority granted to Attorney shall incur any liability to Client or its estate as a result of permitting Attorney to exercise any power, and for the purpose of inducing third parties to rely on this power of attorney, Client warrants that, if this power of attorney is revoked by Client or otherwise terminated, Client will indemnify and save such third party harmless from any loss suffered or liability incurred by such third party in good faith reliance on the authority of Attorney prior to such third party's actual knowledge of revocation or termination of this power of attorney whether such termination is by operation of law or otherwise. This warranty shall bind Client's heirs, devisees and personal representatives.

26. DISABILITY OF PRINCIPAL

This power of attorney shall not be affected by Client's disability. The authority of Attorney shall be exercisable notwithstanding Client's later disability or incapacity or later uncertainty as to whether Client is alive. Any act done by Attorney during any period of Client's disability or incompetency or during any period of uncertainty as to whether Client is alive shall have the same effect as though Client was alive, competent and not disabled, and shall inure to the benefit of and bind Client, its heirs, devisees and personal representatives.

27. PHOTOGRAPHIC COPIES

Photographic or other facsimile reproductions of this executed power may be made and delivered by Attorney, and may be relied upon by any person to the same extent as though the copy were an original. Anyone who acts in reliance upon any representation or certificate of Attorney, or upon a reproduction of this power, shall not be liable for permitting Attorney to perform any act pursuant to this power.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ATTORNEY

CLIENT

Authorized Signature

Authorized Signature

Print Name and Title

Print Name and Title

ACKNOWLEDGMENT

State of [STATE]

County of [COUNTY]

On [DATE] before me, [NAME OF NOTARY], notary, personally appeared [NAME OF PERSON(S) INVOLVED], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness its hand and official seal.

Signature _____
Notary

(Seal)