CONTRACT OF EMPLOYMENT

(Director General)

01	BETWEEN:	
		(hereinafter referred to as the "Employer")
0 2	AND:	
		(hereinafter referred to as the "Director General")
		(the Employer and the Director General are hereinafter collectively referred to as
		the "Parties")

PREAMBLE

WHEREAS the Employer wishes to hire the Director General to act as such;

WHEREAS the Director General wishes to accept the employment offer after having been informed of the Employer's policies and conditions of employment;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties have the capacity and powers to enter into and perform the undertakings set forth in this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

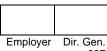
2.01 Position Title

The Employer hereby hires the Director General to act as such.

O3 2.02 Main Duties and Responsibilities

Without being restrictive, and subject to modification (in the latter case, by prior notice from the Employer), the Director General's main duties and responsibilities shall be as follows:

- to execute the duties and to assume the responsibilities normally tied to this position;
- to manage, supervise, coordinate and control all the Employer's operations;



•	to execute, by delegation, all or part of the powers of the	of the
	Employer, except those that cannot be delegated by law;	

•	to sign any document or contract in the	name of the Employe	r, except when the
	amount in question exceeds	dollars (\$);	in such a case, the
	Director General shall obtain the prior	authorization from th	e of the
	Employer;		

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2.03 Immediate Supervisor

The Director General shall report directly to, in the position of, or to any other person designated by the Employer.

2.04 Work Place

The Director General's work place shall be located at, or at any other place required for the efficient operation of the Employer's business.

2.05 Driver's License and Vehicle

During the entire term of this Agreement, the Director General shall hold a valid driver's license and shall be in a position to use his vehicle for work.

3.00 CONSIDERATION

O4 3.01 Salary

3.02 Overtime

All overtime worked by the Director General shall be subject to prior approval by the Employer. If requested by the Director General, the Employer may, in lieu of paying any overtime, grant a leave equivalent to the period of overtime worked, increased by fifty percent (50%).

3.03 Specific Benefits

The Director General's position shall entitle him to the following benefits: (specify)

- motor vehicle supplied by the Employer
- motor vehicle allowance
- expense account
- profit-sharing plan
- share purchase plan
- performance bonus
- membership in a fitness, social or golf club
- payment or reimbursement of professional membership fees
- conference registration (including transportation and lodging)
- training or development courses