

MANDATE
(in anticipation of incapacity)

FROM:
.....
.....
O1 (hereinafter referred to as the "Mandator")

TO:
.....
.....
(hereinafter referred to as the "Mandatory")
(the Mandator and the Mandatory hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Mandator wishes to give to the Mandatory a mandate of full administration in anticipation of his incapacity;

WHEREAS the Mandator wishes to confirm this mandate in writing;

WHEREAS the Mandator has the capacity to grant this Mandate to the Mandatory;

NOW THEREFORE, THE MANDATOR DECLARES AS FOLLOWS:


1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

O2 2.00 OBJECT

2.01 In the event that the Mandator becomes incapable, i.e. that he is incapable to care for himself, or to administer his property by reason, in particular, of illness, deficiency or debility due to age which impairs his mental faculties or his physical ability to express his will, the Mandator hereby expressly empowers the Mandatory to represent him in the full administration of his property, including but without restricting the foregoing:

- a) To administer and manage all his movables, including:**
- to acquire, give as guarantee, hypothecate, exchange, assign, sell, or otherwise, alienate all movable property;
 - to offer to lease, lease or sub-lease any movable;
 - to sign, renew or cancel a lease regarding any movable;
 - to collect rentals;
 - to repossess any movable;
 - to maintain, have maintained, repair or have repaired any movable;


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- to institute any proceedings or defend oneself as to all legal procedures regarding any rental claim, lease annulment or cancellation, title transfer, sale annulment or cancellation, damage, injunction, eviction or other;
- to sign all agreements to carry out all work or the supply of services or materials;
- to receive notifications, to attend and vote at any company's shareholders meeting.

b) To administer and manage all his immovable property, including:

- to acquire, give in guarantee, hypothecate, exchange, assign, sell, or otherwise, alienate all immovables;
- to offer to lease, lease or sub-lease all or part of an immovable
- to sign, renew or cancel a lease on all or part of an immovable;
- to collect rentals;
- to repossess any immovable, dwellings or apartments, in whole or in part;
- to maintain, have maintained, repair or have repaired any immovable, in whole or in part;
- to institute any proceedings or defend oneself as to all legal procedures regarding any rental claim, lease annulment or cancellation, title transfer, sale annulment or cancellation, damage, injunction, eviction or other;
- to sign all agreements to carry out all works or the supply of services or materials;

c) To administer all his enterprises, including:

- to administer any business, whether a corporation (Federal), a company (Quebec) or else;
- to hire, control, transfer, suspend, dismiss or layoff any employee;
- to borrow from any natural or legal person, the sums of money required to operate any business;
- to hypothecate or consent to any type of surety on assets, tangible and intangible, movable and immovable of any business;
- to institute any proceedings or defend oneself as to all legal procedures regarding any rental claim, lease annulment or cancellation, title transfer, sale annulment or cancellation, damage, injunction, eviction or other;
- to sign all agreements to carry out all works or the supply of services or materials;

d) Generally:

- to invest any money, in speculative or non speculative manner;
- to collect and give a discharge as to all sums of money due or owed to the Mandator, by whatever title;
- to borrow any amount of money and sign all pertinent documents, such as promissory notes payable on term or on demand, acknowledgment of indebtedness and loan agreements;
- to act as surety for anybody and to renounce to the benefit of division or discussion;
- to issue, sign, draw, endorse or cash all bills of exchange, including promissory notes, cheques and the like;
- to subscribe to insurance policies on all movables and immovables, pay the premiums and collect indemnities for loss or damage;