

## CANADA IMMIGRANT INVESTOR PROGRAM POWER OF ATTORNEY

I, the undersigned, \_\_\_\_\_, do hereby constitute and appoint INDUSTRIAL ALLIANCE SECURITIES INC., (hereinafter referred to as the "Agent"), an investment dealer incorporated under the Canadian Business Corporation Act, having its principal place of business at 2200 McGill College Avenue, Suite 320, Montréal (Quebec) H3A 3P8, to be my true and lawful attorney, for me and in my name, place and stead and for my account and risk, to do and perform all things, as fully and effectually as I could do if personally present, namely:

1. To use the funds deposited by the undersigned with the Agent, in accordance with the Subscription Agreement I have signed with her Majesty the Queen in Right of Canada as requested by the Ministry of Citizenship and Immigration of Canada ("CIC") to make an investment qualifying for the Federal Immigrant Investor Program (the "Federal Program"), as defined in the Immigration and Refugee Protection Regulations (the "Regulations");
2. More specifically, to transfer the sum of CDN\$400,000 (the "Amount") to CIC, through the intermediary of Industrial Alliance Trust Company (the "Facilitator"), acting as Facilitator under the Federal Program, such sum to be invested for a period of five (5) years in a zero interest promissory note (the "Fund Note") issued in my name by Approved funds (as set out in the Subscription Agreement and Regulations), and guaranteed by the applicable Canadian provinces or territories according to their respective allocation (the "Investment");
3. To arrange a loan facility with the Facilitator or any qualified creditor designated by the Facilitator (the "Loan") to complete the amount required for making the Investment and to execute such documents, from time to time, as may be necessary or desirable in connection with such Loan;
4. To use the funds deposited by the undersigned with the Agent to pay interest on the Loan, a Loan arrangement fee and all other administration or referral fees.
5. To pledge, assign, mortgage, alienate, grant a security interest in or otherwise charge the Fund Note in favour of any creditor extending the Loan to provide security for said Loan, namely as per the terms of a Pledge and Letter of Irrevocable Direction in favour of said creditor;
6. To act as custodian of the Fund Note if the Fund Note is not pledged, assigned, mortgaged, being granted as a security interest in and, at maturity of the Fund Note, to remit the fund Note to CIC with personal and contact information to ensure the payment of proceeds of the Fund Note to the immigrant;
7. To pay off the Loan with any amount received by the Agent on my behalf, including from the proceeds of the Fund Note at maturity;
8. To receive any monies payable or to be disbursed to the undersigned by any entity in connection with the Investment, to grant discharges and releases, to make, draw and endorse in my name and to sign and execute any other deed, document or instrument including, *inter alia*, any bills of exchange, term notes, orders, promissory notes, drafts and cheques required to give effect to the foregoing;
9. To commence and take all actions or other legal proceedings, in my name, relating to any of the above matters referred to herein and also, if it seems to my Agent to be desirable, to compromise or to submit to judgement in any such action or proceeding and to determine the amount of any sum which I may owe and renounce to any rights;
10. Generally, to do anything or sign in my name any contract or document that the Agent deems necessary or useful to give effect to the present Power of Attorney, to the Subscription Agreement or to the Investment including, *inter alia*, any loan agreement and/or security related to the Loan. The signature of a representative of Industrial Alliance Trust Inc. shall be sufficient to bind the undersigned.

The undersigned further recognizes that the Facilitator for the purposes of the Federal Program may receive payment of commissions and fees and share these commissions and fees with the agent.

This Power of Attorney may be revoked subject to the terms of the Subscription Agreement; such revocation shall take effect only after receipt by the Agent of a written notice to that effect. However, this Power of Attorney shall survive any incapacity or insolvency of the undersigned after the date of the present Power of Attorney.

This Power of Attorney shall be governed by the laws in effect in the province of Ontario. The courts of this province, including the Supreme Court of Canada, shall have exclusive jurisdiction to settle any dispute, which may arise between the parties.

**IN WITNESS THEREOF**, I have signed these presents at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of party granting the power of attorney

\_\_\_\_\_  
Signature

Address of residence: \_\_\_\_\_

\_\_\_\_\_

**SIGNED AND DELIVERED IN THE PRESENCE OF:**

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature

Address of residence: \_\_\_\_\_

\_\_\_\_\_