

INVESTMENT AGREEMENT

BETWEEN:

Mr.

Mrs.

Family name

First name

Name at birth (if different from present name)

Permanent address

Mailing address (if different from the above address)

Date of birth (year, month, day)

Citizenship

Home telephone number

Business telephone number

Fax number

E-mail address

Passport number (attach copy)

Date of issuance

Place of issuance

(hereinafter the "INVESTOR")

AND

DESJARDINS TRUST INC., a trust company legally constituted and located at 2 Complexe Desjardins, East Tower, 27th Floor, P.O. Box 992, Station Desjardins, Montréal, Québec, Canada, H5B 1C1.

(hereinafter "DESJARDINS")

PREAMBLE

WHEREAS the INVESTOR wishes to settle in Quebec as a permanent resident within the meaning of the *Immigration and Refugee Protection Act* (S.C. 2001, c. 27);

WHEREAS the INVESTOR meets the definition of investor within the meaning of the *Regulation respecting the selection of foreign nationals* (R.S.Q., 1981, c. M-23.1, r. 2, as amended), hereinafter referred to as the "Regulation", an excerpt of which is reproduced in Schedule A hereto;

WHEREAS section 34.1 of the Regulation provides that a foreign national who wishes to obtain a Québec selection certificate as an investor must file with the *Ministre des Relations avec les citoyens et de l'Immigration*, hereinafter referred to as the "Minister", an investment agreement, hereinafter referred to as the "Agreement", signed with a financial intermediary such as DESJARDINS and providing for the investment of a sum of \$400,000 with Investissement Québec or one of its subsidiaries;

WHEREAS the income generated by the investment by the INVESTOR will serve to finance:

- the *programme des immigrants investisseurs pour l'aide aux entreprises*, hereinafter referred to as the "Program", to assist businesses undertaking a project for investment, technological innovation, design innovation or market development;
- the *programme d'aide à l'intégration des immigrants et des minorités visibles en emploi*;
- steps taken to consolidate and promote business immigration within the *ministère des Relations avec les citoyens et de l'Immigration*;
- the fees of the financial intermediaries;
- the administration fees incurred by Investissement Québec or one of its subsidiaries.

WHEREAS DESJARDINS meets the definition of a trust company within the meaning of the Regulation;

WHEREAS DESJARDINS has entered into an agreement with the Minister and Investissement Québec or one of its subsidiaries setting out their duties and obligations with respect to the Regulation and the Program;

WHEREAS DESJARDINS is subject to *An Act respecting trust companies and savings companies* (S.R.Q., c. S-29.01) and is required to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (S.C. 2000, c. 17) as well as sections 83.1 and 83.11 of the *Criminal Code* (R.S.C. 1985, c. C-46);

The preamble forms an integral part of this Agreement.

1. PURPOSE OF THE AGREEMENT

- 1.1 This Agreement is intended to set out the rights, duties and obligations of the INVESTOR and of DESJARDINS with respect to the investment which the INVESTOR is to make, which investment shall represent one of the conditions necessary to obtaining a Québec selection certificate, as defined in the Regulation and, subsequently, to the INVESTOR obtaining permanent residence status within the meaning of the *Immigration and Refugee Protection Act* (S.C. 2001, c. 27).

2. INVESTMENT

- 2.1 The Regulation stipulates that the Agreement must provide for the investment, by the INVESTOR, of an amount of four hundred thousand dollars (\$400,000), hereinafter referred to as the "Amount", with DESJARDINS who shall then transfer it to, and invest it with, IQ Immigrants Investisseurs inc., a subsidiary of Investissement Québec.
- 2.2 The term of the investment with IQ Immigrants Investisseurs inc. shall be five (5) years and shall be computed as of the date when such Amount shall be invested by IQ Immigrants Investisseurs inc.
- 2.3 Such date must come after the date on which the Minister shall have forwarded to the INVESTOR notice of its intention to issue to him a Québec selection certificate.
- 2.4 As evidence of the Investment, IQ Immigrants Investisseurs inc. will issue a non-interest bearing term note for the Amount, guaranteed by the Government of Québec.

3. DUTIES OF THE INVESTOR

The INVESTOR undertakes to:

- 3.1 Deposit the Amount or any part of the Amount with DESJARDINS, in a separate client account and established in his name, no later than one hundred and ten (110) days after the forwarding of the notice of intent to issue a Québec selection certificate, for the purposes of the investment to be made with IQ Immigrants Investisseurs inc.;
- The deposit of the Amount with DESJARDINS must be after the forwarding of the notice of intent to issue the Québec selection certificate by the Minister;
- 3.2 Disclose to DESJARDINS the following personal information: name, sex, date of birth, permanent address, home telephone number, citizenship, as well as a document certifying his identity, the number of such document and its place of issue;
- 3.3 Notify the Minister and DESJARDINS of any change to his name, permanent address or mailing address, citizenship or home or business telephone numbers within thirty (30) days following such change;
- 3.4 Deliver a copy of the following documents to DESJARDINS within ten (10) days after they have been obtained: notice of intent to issue a Québec selection certificate, the Québec selection certificate and the Canadian visa or the refusal of visa or of permanent residence, as the case may be.

4. DUTIES OF DESJARDINS

DESJARDINS undertakes to:

- 4.1 Deliver to the INVESTOR a statement from DESJARDINS certifying the verification of the identity of the INVESTOR and describe the steps which it undertook to determine the source and origin of the assets of the latter, who shall append such statement to his application for the Québec selection certificate;

- 4.2 Receive the Amount or any part of the Amount from the INVESTOR, only after the forwarding of the notice of intent to deliver the Québec selection certificate by the Minister;
- 4.3 Open in Québec a separate client account in the name of the INVESTOR and deposit therein directly the Amount or any part of the Amount received from the INVESTOR;
- 4.4 Acknowledge receipt of the Amount from the INVESTOR within a reasonable time;
- 4.5 Invest the Amount with IQ Immigrants Investisseurs inc. as soon as practicable and no later than one hundred and twenty (120) days after the forwarding of the notice of intent to deliver the Québec selection certificate by the Minister, for the purposes provided in the Regulation and according to the applicable terms of the Program;
- 4.6 Hold only itself or by an authorized financial institution the note to be issued by IQ Immigrants Investisseurs inc. until the payment of the Amount by IQ Immigrants Investisseurs inc.;
- 4.7 Obtain the written consent of the INVESTOR in respect of any transaction carried out through his account. The consent may be obtained by way of a power of attorney setting out the transactions to be made. DESJARDINS shall provide the Minister with evidence that it has obtained such consent;
- 4.8 Repay, upon maturity of the investment and subject to the debts and liabilities incurred by the INVESTOR towards DESJARDINS or towards any creditor having provided financing of the investment, if any, and any existing security, the Amount to the INVESTOR and file with the Minister a document certifying such repayment, within thirty (30) days following the maturity of the investment. In the event of a revocation of the investment, the terms of repayment provided for in Subsections 5.3 to 5.6 shall apply;
- 4.9 In all instances where a repayment to the INVESTOR shall be necessary prior to maturity, repay the Amount in the country of origin of the funds, even if the INVESTOR wishes his funds to remain in Canada; close the account of the INVESTOR, which was opened as part of the immigration file; carry out any subsequent transaction through a new account, as part of another relationship between DESJARDINS and the INVESTOR.

5. TERMINATION OF THE AGREEMENT PRIOR TO MATURITY

- 5.1 Upon coming into force, the Agreement may not be terminated prior to the transfer of the Amount from DESJARDINS to IQ Immigrants Investisseurs inc., except in the following circumstances:
 - the INVESTOR withdraws his application for a Québec selection certificate within the meaning of *An Act respecting immigration to Québec* (R.S.Q., c. I-02);
 - the application for the Québec selection certificate by the INVESTOR within the meaning of *An Act respecting immigration to Québec* (R.S.Q., c. I-0.2) is refused;
 - the file in respect of the application for the Québec selection certificate of the INVESTOR within the meaning of *An Act respecting immigration to Québec* (R.S.Q., c. I-0.2) is closed.
- 5.2 Should one of the events referred to in Subsection 5.1 occur, the INVESTOR shall forthwith notify in writing DESJARDINS of his intent to terminate the Agreement and specify the grounds upon which his request is based. Such notice shall be accompanied by a copy of the confirmation from the Minister to the effect that the application for Québec selection certificate has been withdrawn by, or refused to, the INVESTOR or that his file in respect of the application for the Québec selection certificate has been closed.

- 5.3 Prior to maturity, the investment shall be irrevocable and the Agreement may not be terminated once the transfer of the Amount has been made by DESJARDINS to IQ Immigrants Investisseurs inc., except where the INVESTOR shall be subject to one of the following circumstances:
- his application for Québec selection certificate within the meaning of *An Act respecting immigration to Québec* (R.S.Q., c. I-0.2) shall have been rejected;
 - his Québec selection certificate within the meaning of *An Act respecting immigration to Québec* (R.S.Q., c. I-0.2) shall have been cancelled;
 - his application for a visa or permanent residence status within the meaning of *Immigration and Refugee Protection Act* (S.C. 2001, c. 27) shall have been refused. The parties agree that a withdrawal by the INVESTOR of his application for a visa or permanent residence status may not be construed as being a refusal of a visa or of permanent residence status and may not, therefore, give rise to a repayment of the Amount prior to maturity.
- 5.4 Should one of the events referred to in Subsection 5.3 occur, the INVESTOR shall forthwith notify in writing the Minister of his intent to withdraw the Amount invested and he shall attach thereto a copy of the decision of the federal authorities with respect to his application for a visa or permanent residence status, as the case may be. Following such notice and after approval thereof, the Minister shall notify IQ Immigrants Investisseurs inc. that it is required, as soon as practicable, subject to any existing security, to return the Amount to DESJARDINS. The latter shall, subject to the debts and liabilities which the INVESTOR shall have incurred towards DESJARDINS, or towards any creditor having provided financing of the investment, if any, repay the funds to the INVESTOR by depositing them in the country of origin thereof, in an account established in his name. DESJARDINS shall forward to the Minister, within thirty (30) days following the repayment of the Amount to the INVESTOR, or to the creditor, as the case may be, a document certifying such repayment.
- 5.5 Should the INVESTOR intend to challenge the decision of the Minister, he shall notify in writing DESJARDINS of his intent. Should he intend to challenge the decision of the federal government, he shall notify in writing the Minister and DESJARDINS of his intent. In the event of a challenge and, until a final decision shall have been handed down, the Amount shall not be returned by IQ Immigrants Investisseurs inc. unless the investment shall have matured.
- 5.6 In the event that the INVESTOR shall not make a challenge and should he fail to notify the Minister or DESJARDINS of his intent to withdraw the Amount invested, the Minister, one hundred and twenty (120) days following the date of its decision or that of the federal authority, shall notify IQ Immigrants Investisseurs inc. that it is required to return, as soon as practicable, subject to any existing security, the Amount to DESJARDINS. The latter shall, subject to the debts and liabilities incurred by the INVESTOR towards DESJARDINS, or towards any creditor having provided financing of the investment, if any, repay the funds to the INVESTOR by depositing the latter, in the country of origin thereof, in an account established in his name. DESJARDINS shall forward to the Minister, within thirty (30) days following repayment of the Amount to the INVESTOR, or to the creditor, as the case may be, a document certifying such repayment.

6. CHANGE OF FINANCIAL INTERMEDIARY

- 6.1 In light of the fact that the Agreement may not be terminated, subject to Section 5, the INVESTOR may not change the financial intermediary as of the date of the submission of his application for a Québec selection certificate to the Minister, except upon grounds related to the broker or to the trust company, such as bankruptcy, cessation of management activities, purchase or amalgamation, or a proven fault.

7. AUDIT

7.1 The parties to this Agreement recognize that the Minister may audit the state of the investment and, for this purpose, has the authority to require DESJARDINS to offer up for inspection any and all documents with respect to stipulated requirements mentioned in Section 2 up to and including Section 6.

8. PERSONAL INFORMATION

8.1 The INVESTOR authorizes DESJARDINS to collect and to disclose to the Minister (the contact information of which is set out in Schedule B) the personal information relating to him which shall be necessary for the application of the Regulation, including information with respect to his identity, to the duties entrusted to DESJARDINS and to the investment required pursuant to the Regulation.

8.2 He shall also authorize DESJARDINS to forward to IQ Immigrants Investisseurs inc. (the contact information which is set out in Schedule B), the personal information relating to him which shall be necessary for the application of the Regulation and the Program, such as information with respect to his identity, to the duties entrusted to DESJARDINS and to the deposit of the Amount with IQ Immigrants Investisseurs inc.

8.3 Access to such information shall be restricted only to those persons authorized pursuant to the provisions of *An Act respecting the protection of personal information in the private sector* (R.S.Q., c. P-39.1) and of *An Act respecting access to documents held by public bodies and the protection of personal information* (R.S.Q., c. A-2.1).

8.4 The INVESTOR has the right to be notified of the information relating to him held by DESJARDINS and, as the case may be, may request in writing the correction thereof.

9. INVESTOR ACKNOWLEDGEMENT

9.1 The INVESTOR acknowledges that DESJARDINS cannot be held responsible for any fault or negligence of any immigration advisor that may be hired to act on behalf of the INVESTOR.

9.2 The INVESTOR acknowledges that DESJARDINS has not authorised any person to receive in its name any Amount or portion of the Amount, and that DESJARDINS assumes no liability for any amount paid by the INVESTOR to any immigration advisor or any other person.

10. GOVERNING LAW

10.1 This Agreement shall be governed by the laws in effect in Québec. In the event of a dispute, the tribunals and courts of Québec shall have sole jurisdiction.

11. TERM OF THE AGREEMENT

11.1 This Agreement shall come into force upon the date of its execution and shall terminate, subject to Subsections 5.1 and 5.2, upon delivery to the Minister by DESJARDINS of the document certifying the repayment of the funds to the INVESTOR or to the creditor, as the case may be.

12. AMENDMENT

12.1 Any amendment to the Agreement shall, prior to being executed by the parties and coming into force, have been forwarded in advance to the Minister so that the latter may examine it with a view to determining its compliance with regulatory requirements. The amendment which shall have been approved and executed by the parties, shall be forwarded to the Minister.

IN WITNESS WHEREOF, the parties executed this Agreement at the places and dates referred to hereafter.

DESJARDINS TRUST INC.

Signed in _____, on _____

Name of authorized DESJARDINS representative

Signature

THE INVESTOR

Signed in _____, on _____
(Place)

Signature

CERTIFICATION

The undersigned, acting on behalf of DESJARDINS, certifies having examined the original of the passport (or other identity document) of the INVESTOR, the signed copy of which is attached in schedule hereto for purposes of identification.

STATUS OF UNDERSIGNED (Please check appropriate box) :

Immigration advisor authorized to offer the DESJARDINS immigrant investor program

Employee of Desjardins Group

Other (specify) : _____

Signed in _____, on _____
(Place)

Family name

First name

Signature

SCHEDULE A – EXCERPT OF THE REGULATION RESPECTING THE SELECTION OF FOREIGN NATIONALS

An Act respecting immigration to Québec
(R.S.Q., c. I-0.2, s. 3.3, 1st par., subpars. *b*, *b.5* and *f*; 2004, c. 18, s. 10, par. 3)
R.R.Q., 1981, c. M-23.1, r. 2 as amended

DIVISION I - GENERAL PROVISIONS

§ 1. Definitions and interpretation

1.(1) In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

- b.1) «dealer»: a dealer in securities acting as principal within the meaning of the Securities Act (R.S.Q., c. V-1.1) who has a place of business in Québec, who is registered with the Commission des valeurs mobilières du Québec and whose rights are not suspended;
- e.2) «management experience (investor)»: the actual assuming on a full-time basis, in the ten years preceding the application for a selection certificate, of responsibilities and duties related to the planning, management and control of financial resources and of human or material resources, provided that such responsibilities and duties are not assumed in the context of an apprenticeship, training or specialization process attested to by a diploma; »
- m) «trust company»: a trust company referred to in the Act respecting trust companies and savings companies (R.S.Q., c. S-29.01) or in the Trust and Loan Companies Act (S.C. 1991, c. 45) and having a place of business in Québec.

§ 3. Classes of foreign nationals wishing to settle permanently in Québec

21. The class of independent immigrants includes a foreign national at least 18 years of age who:

- d) is designated as an «investor» if:
 - (i) he has at least 3 years of experience in management:
 - in a farming, commercial or industrial business that is profitable and legal;
 - for a government or one of its departments or agencies;
 - for an international agency;
 - (ii) he has net assets of at least \$800,000 that he has accumulated through legal economic activities;
 - (iii) he comes to settle and to invest in Québec in accordance with the provisions of this Regulation;

DIVISION II - SELECTION CERTIFICATE

§ 3. Independent immigrants class

34.1. A foreign national who applies for a selection certificate as an investor shall file with the Minister an investment agreement signed with a broker or a trust company that entered into an agreement with the Minister and Investissement-Québec or one of its subsidiaries and which will be, in Québec, the foreign national's mandatary with the Minister and Investissement-Québec or one of its subsidiaries.

The Minister shall examine the agreement and shall award the applicant the points provided for in the Regulation respecting weighting if the agreement complies with the provisions of this Regulation.

The agreement must contain at least the following conditions, which must apply for the full term of the agreement:

- a) an undertaking for the foreign national to make an investment of \$400,000 with a broker or trust company which must invest the amount with Investissement Québec or one of its subsidiaries after the Minister has sent a notice of intent to issue a selection certificate to the foreign national, not later than 120 days after the issue of that notice, for the purpose of financing
 - (i) a program established under section 27 or 59 of the Act respecting Investissement Québec and La Financière du Québec (R.S.Q., c. I-16.1);
 - (ii) the exercise of the Minister's responsibilities under the Act respecting the Ministère des Relations avec les citoyens et de l'Immigration (R.S.Q., c. M-25.01);

- a.1) the opening of a separate account in the name of the foreign national by the broker or trust company;
- a.2) the establishment of the identity of the foreign national by the foreign national's name, sex, date of birth, permanent address, citizenship, personal telephone number, the type of document proving the foreign national's identity, the number of that document and the place of issue; any change in any of the particulars must be notified to the broker or trust company by the foreign national within 30 days of the change;
- a.3) a prohibition against the foreign national's changing brokers or trust companies from the date of filing of the application for a selection certificate, except for reasons related to the broker or trust company, such as bankruptcy, cessation of management activities, an acquisition or amalgamation, or a proven fault;
- b) the term of the investment is five years and is computed from the date on which the amount of \$400,000 is invested by Investissement Québec or one of its subsidiaries; that date may not be prior to the date of the sending by the Minister of a notice of intent to issue a selection certificate to the investor;
- c) the agreement or any other deed signed in connection with that agreement or investment, except those entered into for the purposes of a program referred to in subparagraph a, must not provide for a hypothec, a guarantee or any other security granted by a third party in favour of a foreign national or a member of his family;
- d) the investment with Investissement Québec or one of its subsidiaries must be irrevocable before the end of its term, unless the selection certificate is cancelled, the application for a selection certificate is refused or the investor's application for a visa or permanent residence within the meaning of the Immigration and Refugee Protection Act is denied and, in those cases, the agreement must provide that the broker or trust company is required to reimburse the investment to the investor by depositing the investor's funds in the country from which the funds originated, in an account in the investor's name, and file a document with the Minister attesting to the reimbursement of the investment within 30 days of the deposit;
- e) within 30 days of the maturity of the investment, the broker or trust company shall reimburse the investment to the investor and shall file a document with the Minister attesting the reimbursement.

34.1.1 The agreement referred to in section 34.1 must also contain at least the following provisions:

- (a) a requirement for the broker or trust company to give to the foreign national, to be filed with the application for a selection certificate, a statement from the broker or trust company attesting that the identity of the foreign national has been ascertained and describing the steps the broker or trust company has taken as regards the source and origin of the foreign national's assets;
- (b) a requirement for the broker or trust company having entered into the agreement referred to in section 34.1 to provide the Minister with proof of registration in the registry of lobbyists under the Lobbying Transparency and Ethics Act (R.S.Q., c. T-11.011), where the broker or trust company is also the mandatary of the foreign national during the selection certificate process;
- (c) a description of the procedure for the exchange of information between the parties to the agreement.

38. The Minister shall issue a selection certificate to a foreign national belonging to the class of independent immigrants if the foreign national is awarded, in the awarding of the points prescribed in the Regulation respecting weighting for his class in respect of the factors and criteria of the Selection Grid for Independent Immigrants in Schedule A, the number of points required as a cutoff score, where applicable, and as a passing score.

Furthermore, an investor shall also file with the Minister a document proving that the amount mentioned in the investment agreement has been invested with Investissement Québec or one of its subsidiaries.

SCHEDULE B – DISCLOSURE OF PERSONAL INFORMATION TO DESIGNATED ORGANIZATIONS
--

Ministère des relations avec les citoyens et de l'Immigration
 Centre des services aux gens d'affaires
 Tour de la Bourse, C. P. 408
 800, rue du Square-Victoria, 2^e étage
 Montréal (Québec) H4Z 1J7, Canada

IQ Immigrants Investisseurs inc.
 1200, route de l'Église, bureau 500
 Sainte-Foy (Québec) G1V 5A3
 Canada

POWER OF ATTORNEY

I, the undersigned _____, born on _____,
(Investor's last name) (Investor's first name)

and residing at _____
(Full address)

hereby appoint DESJARDINS TRUST INC., a trust company within the meaning of An Act respecting trust companies and savings companies (R.S.Q., ch. S-29.01), having its principal place of business at 2 Complexe Desjardins, East Tower, 27th Floor, P.O. Box 992, Station Desjardins, Montréal, Québec, Canada, H5B 1C1., hereinafter referred to as "DESJARDINS", with a view to acting for and on my behalf as mandatory in order to take any action with respect to my application for a Quebec selection certificate and to the investment agreement, as well as with respect to my application for a visa and permanent residence in Canada, and, in particular, I hereby appoint DESJARDINS to:

- deposit, in a separate account opened in my name, the funds which I transferred to DESJARDINS for the purposes of the investment (the "Investment") to be made in accordance with section 34.1 of the Regulation respecting the selection of foreign nationals and according to the terms of the Investment Agreement;
• take delivery of the note issued by IQ Immigrants Investisseurs inc. with respect to the repayment of the Investment and hold the same until such repayment;
• receive and deposit into my account the sums of money payable to me and acknowledge such receipt;
• represent me before any government authorities with respect to my application for a Quebec selection certificate and with respect to my application for a visa and permanent residence in Canada, act on my behalf, execute or file any document, application, motion, request, proceeding or appeal, supply any information with respect to such applications and discuss any matter relating thereto;
• receive from any mandatory or immigration consultant that I may appoint, any document or information necessary or useful for my application for a Quebec Selection Certificate and my application for a visa and permanent residence in Canada;
• receive any communication issuing from government authorities with respect to my application for a Québec selection certificate and my application for a visa and permanent residence in Canada, including notice, in particular, of any issue of a Québec selection certificate, a Canadian visa or permanent residence;
• except with respect to the Investment, to delegate its powers and duties hereunder to any mandatory or third party, whether affiliated with DESJARDINS or not, including without limitation to any of the financial institutions forming part of the Desjardins Group; notwithstanding any such delegation, DESJARDINS shall remain fully liable for the discharge of all of its obligations hereunder and for any loss or damage incurred to me as the result of such delegation;
• contract any credit or financial services product that DESJARDINS judges useful and to my benefit;
• execute all documents, accomplish all acts and complete all transactions in the performance of his or her duties in order to give full effect to this power of attorney, and in particular proceed to make the Investment on my behalf; Desjardins will advise me as soon as possible of any such transactions;
• in the event that I require a loan in order to proceed to the Investment, I appoint DESJARDINS to act on my behalf as mandatory in order to accomplish all acts relating to my credit application (the "Credit Application") and the loan (the "Loan") that may be granted to me by a lender (the "Lender") under the Golden Plan of DESJARDINS. This mandate shall not prevent DESJARDINS from also acting as mandatory for the Lender with respect to the Loan or as a third party designated to hold any property hypothecated by me in order to secure the Loan. The powers conferred by this paragraph, without restricting the powers conferred elsewhere in this mandate, include in particular:
1.to complete and sign the application for membership with the Desjardins Group and to open an account or individual folio in my name when necessary;
2.to contract the Loan in order to give effect to the Loan Application and to sign all documents, loan agreements and notes, useful or necessary, regarding the Loan, the whole upon such terms and conditions as DESJARDINS may deem appropriate and to acknowledge receipt of copies thereof;
3.to grant any security to the Lender for the reimbursement of the Loan and the fulfillment of my obligations in its favor, and for that purpose hypothecate, assign or pledge all titles of indebtedness issued in my name relating to the Investment, this power including among others the right to sign, remit, deposit or publish in my name any legal document relating to the Investment that DESJARDINS judges pertinent with respect to the Investment or any security relating thereto;
4.to receive and acknowledge receipt of monies loaned to me and to use the proceeds of the Loan as part of the amount that I have undertaken to deposit pursuant to the Investment;
5.to receive payment of the Investment, grant releases and discharges and pay from such amount, any amount owed to the Lender under the Loan, exigible or not;
6.to make, draw and endorse in my name and sign and execute any other deed, document or instrument including bills of exchange, term notes, orders, drafts, and cheques required to give effect to the foregoing, and generally to do whatever DESJARDINS may deem necessary and advisable under the present mandate.

I declare that this power of attorney may only be revoked if the Investment Agreement is terminated according to its provisions, however if the Loan has already been disbursed at the time of the revocation of the Investment Agreement, this mandate shall remain in effect until complete reimbursement of the Loan.

This power of attorney is governed by the statutes in effect in the Province of Quebec. Only the courts of Quebec and the Supreme Court of Canada have jurisdiction to decide any dispute which may arise between the parties.

In witness whereof, I executed this power of attorney in _____ on _____
(Place) Investor's signature

Signature of the witness

Name of the witness