



Advisor Code

Power of Attorney Granting Full Authority Including Withdrawal of Money

A Account Information

Account Name			Province
Account Number	Account Number	Account Number	Account Number
Account Number	Account Number	Account Number	Account Number

B Appointment of Attorney(s)

To: **Scotia Capital Inc. ("ScotiaMcLeod")**

1. In connection with the above noted Account(s) which I/we have opened with you, I/we hereby appoint (hereinafter called my/our Attorney(s)) as my/our agent(s) and attorney(s)
 Attorney(s) print name(s)

with full power and authority to do on my/our behalf and for my/our risk and in my/our name or number on your books anything that I/we can lawfully do by an attorney in connection with the operation of the Account(s), including buying, selling or trading stocks, bonds, options, commodities, debentures, bills of exchange and any other securities of whatever nature or kind, on margin or otherwise, all in accordance with the terms and conditions for the Account(s), as may be amended from time to time.

2. Without limiting the generality of the foregoing, I/we specifically grant my/our Attorney(s) full power and authority to:

- Give instructions for the Account(s), including: adding additional addresses for the receipt of confirmations, statements and other communications from ScotiaMcLeod;
- Deposit with ScotiaMcLeod any securities or monies;
- Request withdrawals, payments or securities from the Account(s) to be made or delivered to my/our Attorney(s), or to my/our Attorney(s) order, and to give a receipt for the same;
- Sell, assign, endorse and transfer any securities of any nature, at any time standing in my/our name(s) and to execute any documents necessary to effect the foregoing;
- Receive and acquiesce in the correctness of any and all notices of transactions, statements of account(s) and other records and documents;
- Settle, compromise, adjust and give releases with respect to any and all claims, demands, disputes or controversies relating to the Account(s);
- Receive requests and demands for payments or securities due, notices of intention to sell or purchase and other notices and demands respecting the Account(s);
- Execute and sign tax documentation relating to the Account(s), including international withholding tax certifications.

3. I/we hereby ratify and confirm any and all trades, instructions, transactions and other acts heretofore and hereafter made by my/our Attorney(s) and will indemnify and hold ScotiaMcLeod, its successors and assigns and their directors, officers, agents and employees, harmless against, and will pay promptly on demand for, any loss, liability and expense including legal costs arising out of same, if ScotiaMcLeod or its successors and assigns is made a party to any action between or by me/us, my/our Attorney(s), or either of our agents, assigns or successors or to which any of them is a party and which relates in any way to the appointment or actions of my/our Attorney(s). The powers hereby granted to my/our Attorney(s) shall continue in full force and effect until you shall have received written notice of its revocation by court order, effective resignation of my/our Attorney(s) or by notice signed by me/us, or in the event of the termination by my/our death, until you shall have received written notice from my/our Attorney(s) or the executor(s) of my/our estate.

4. This Power of Attorney is in addition to and does not revoke any previous power of attorney granted by me/us except to the extent that such previous Power of Attorney granted authority to deal with the Account(s). I/we further undertake to ensure that I/we will not grant any person, other than the Attorney(s) named herein, any authority to deal in any way with the Account(s), without prior notice to ScotiaMcLeod. In the event that I/we wish to grant another person power of attorney with authority to deal in any way with the property in the Account(s), I/we undertake to execute another power of attorney in a form acceptable to ScotiaMcLeod.

5. I/we hereby acknowledge that I/we have capacity to grant this Power of Attorney and am/are aware of the following:

- I/we know what kind of property I/we have and its approximate value;
- I/we am aware of obligations I/we owe to my/our dependents, if any;
- I/we know that my/our Attorney(s) will be able to do anything with my/our Account(s) that I/we could do if capable, subject to the conditions and restrictions set out in this Power of Attorney;
- I/we know that my/our Attorney(s) must account for his/her dealings with my/our property;
- I/we know that I/we may, if capable, revoke this Power of Attorney;
- I/we appreciate that unless my/our Attorney(s) manages my/our property prudently, the value of my/our property may decline; and
- I/we appreciate the possibility that my/our Attorney(s) could misuse the authority given to him/her.

6. The provisions of this Power of Attorney and indemnity shall enure to the benefit of and be binding on ScotiaMcLeod's successors and assigns. This Power of Attorney and indemnity is in addition to (and in no way limits or restricts) any rights which you may have under any other agreement or agreements between us.

7. I/we declare that this Power of Attorney may be exercised during any subsequent legal incapacity on my/our part.

8. I/we acknowledge that I/we have been advised to seek independent legal advice before executing this Power of Attorney and, by executing of this Power of Attorney, acknowledge that I/we have either received independent legal advice or declined to do so.

9. I/we acknowledge that I/we have read and understood all of the provisions of this Power of Attorney and that I/we have received a copy of this Power of Attorney. I/we have expressly requested that this Agreement and all deeds, documents or notices relating thereto be in the English language; je/nous ai/avons a expressément exigé que cette convention et tout autre contrat, document ou avis afférent soient en langue anglaise.

C Account Holder(s) and Witness Agreement (Signature(s) required)

Witness Statement : I have no reason to believe that the Account Holder(s) is/are incapable of giving this power of attorney for property and execute this power of attorney in the presence of the Account Holder(s) and the other witness. I confirm that I am not: (a) the Attorney(s) appointed hereunder; (b) the spouse or the domestic partner of the Attorney(s); (c) the Account Holder(s) spouse or domestic partner; (d) the Account Holder(s) child or person the Account Holder(s) treat(s) as his /her/their child; (e) a person whose property is under guardianship or who has a guardian of the person; and (f) under 18 years of age. **Note:** Witness Signature #2 is only required for residents of Ontario.

<input checked="" type="checkbox"/>	Signature of Account Holder 1	Date (mm-dd-yyyy)	<input checked="" type="checkbox"/>	Signature of Account Holder 2	Date (mm-dd-yyyy)
<input checked="" type="checkbox"/>	Signature of Witness 1	Name of Witness 1 (please print)	<input checked="" type="checkbox"/>	Signature of Witness 1	Name of Witness 1 (please print)
<input checked="" type="checkbox"/>	Signature of Witness 2	Name of Witness 2 (please print)	<input checked="" type="checkbox"/>	Signature of Witness 2	Name of Witness 2 (please print)

D Attorney(s) Agreement (Signature(s) required)

I accept the appointment as Attorney. I understand that I owe a duty to the Account Holder(s) and accordingly have informed myself of the investment objectives of the Account Holder(s) and agree to adhere to same.

<input checked="" type="checkbox"/>	Signature of Attorney 1	Name of Attorney 1 (please print)	Date (mm-dd-yyyy)
<input checked="" type="checkbox"/>	Signature of Attorney 2	Name of Attorney 2 (please print)	Date (mm-dd-yyyy)