

LIMITED POWER OF ATTORNEY

THIS POWER OF ATTORNEY (this "Power of Attorney") is dated the _____ day of _____

TO:

(together, the "Developer")

BY:

(the "Grantor")

RE:

(the "Attorney")

WHEREAS:

- A. The Grantor wishes to purchase one or more strata lots (the "Strata Lot(s)") in _____ (the "Development") to be offered for sale by the Developer; and
- B. The Grantor wishes to appoint an attorney to make an offer in respect of the purchase of one or more Strata Lots.

NOW THEREFORE:

- 1. Appointment: The Grantor, hereby appoints the Attorney to be the Grantor's attorney for the purpose of making a decision to purchase the Strata Lot(s) and executing and delivering to the Developer any offer to purchase and agreement of sale, addenda or amendments thereto necessary or desirable for the purchase of the number of Strata Lot(s) set out in section 2 below.
- 2. Number of Strata Lots: The Grantor wishes to purchase up to _____ Strata Lot(s).
- 3. Expiry Time: This Power of Attorney shall expire at 11:59 p.m. on the _____ day of _____ (the "Expiry Time").
- 4. Limitation: This Power of Attorney is subject to the limitation that it only applies to the Strata Lot(s) listed in Schedule "A" attached hereto.
- 5. Declaration: This Power of Attorney, as executed by the Grantor, shall be conclusive evidence to any third party, including the Developer, that the Attorney has the authority and power granted herein and the Attorney may rely on this Power of Attorney in exercising the authority and power granted herein on behalf of and in the name of the Grantor prior to the Expiry Time without further authorization or direction from the Grantor. All investment decisions, acknowledgements, representations or covenants made by the Attorney on behalf of the Grantor and all documents executed by the Attorney prior to the Expiry Time in accordance with the Power of Attorney shall be deemed to be fully authorized and directed by the Grantor and the Grantor hereby acknowledges that any obligations created or representations or covenants made in respect of any investment decision made, or in any documents executed by the Attorney in the name of the Grantor are the obligations of the Grantor as principal.
- 6. Indemnity: In consideration of the Attorney accepting the appointment set out herein, the Grantor agrees to indemnify the Attorney from any loss, cost, expense or damage suffered or incurred by the Attorney as a result of acting as the Attorney of the Grantor.

7. Execution of Replacement Agreement: The Grantor agrees that, upon request of the Attorney or the Developer, the Grantor will execute documents in respect of the Strata Lot(s), identical in form and content to the documents executed by the Attorney on behalf of the Grantor, for the purpose of replacing such documents.
8. Disclosure Statement: The Grantor acknowledges that the Grantor has received a copy of the disclosure statement for the Development including all amendments thereto, if any, filed up to the date hereof (collectively, the "Disclosure Statement") and has been given reasonable opportunity to read the Disclosure Statement.
9. Acknowledgement: The Grantor acknowledges that the Attorney has an agency relationship with the Developer, and the Attorney does not represent the Grantor or act as the Grantor's agent in relation to the purchase and sale of the Strata Lot(s). This Power of Attorney is given only for the express purposes set out herein and for no other purpose.
10. Execution and Transmittal: This Power of Attorney may be executed and transmitted by telecopy.

EXECUTED by the Grantor as of the date first set forth above.

Witness:

By the Grantor:

Name: _____

THE ATTORNEY having executed this Power of Attorney on the ____ day of _____ 2007 hereby accepts the appointment by the Grantor.

Witness:

By the Attorney:

Name: _____

**LIMITED POWER OF ATTORNEY
SCHEDULE "A"**

This is Schedule "A" to the Power of Attorney of _____ (the Grantor)
for _____

	<u>Strata Lot Number</u>	<u>Purchase Price</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____
15.	_____	_____
16.	_____	_____
17.	_____	_____
18.	_____	_____
19.	_____	_____
20.	_____	_____
21.	_____	_____
22.	_____	_____
23.	_____	_____
24.	_____	_____
25.	_____	_____
26.	_____	_____
27.	_____	_____
28.	_____	_____
29.	_____	_____
30.	_____	_____
31.	_____	_____
32.	_____	_____
33.	_____	_____
34.	_____	_____
35.	_____	_____

Grantor's Initial _____