

ENDURING POWER OF ATTORNEY

This **Enduring Power of Attorney** for Managing Finances/Property is given by me, (full name) _____

of (full address) _____ on the _____ day of _____, 2_____.

1. Previous Power of Attorney

I REVOKE and CANCEL any previous Power of Attorney granted by me.

2. Attorney

I APPOINT my (relation) _____, (full name) _____,

Of (full address) _____

to act as my Attorney in accordance with the Powers of Attorney Act (Alberta).

3. Alternate Attorney

If my initially appointed Attorney is not able or willing to act or to continue to act as my Attorney, then **I APPOINT** my

(relation) _____, (full name) _____,

Of (full address) _____ to be my Attorney in accordance with the

Powers of Attorney Act (Alberta), in place of my initially appointed Attorney.

4. Governing Legislation

My Attorney will act in accordance with the Powers of Attorney Act of Alberta, as may be amended from time to time.

All references to my "Attorney" throughout this Enduring Power of Attorney mean and include the person or persons (whether original, substituted or surviving) who are named as my Attorney.

5. Effective date (Initial A or B and cross out the option you did not choose)

A. _____ This Power of Attorney will come into effect only if I become infirm or mentally incapable of making reasonable judgments about my finances/property.

A written declaration from Dr. _____ of _____ will be conclusive proof that I have become infirm or mentally incapable and this Enduring Power of Attorney will then become into effect. If Dr. _____ is not available to determine whether I am infirm or mentally incapable, then any two medical doctors, authorized to practice medicine in Alberta may make the written declaration and thus bring this Enduring Power of Attorney into effect.

OR

B. _____ This Power of Attorney will come into effect immediately upon delivery to my Attorney and it shall remain in effect if I become infirm or mentally incapable of making reasonable judgments about my property.

6. Powers of Attorney

6.1 My Attorney is authorized to do anything on my behalf that I may lawfully do by an Attorney, including, without in any way limiting my Attorney's general authority:

a) To make gifts, including cash gifts, on special occasions to my children and grandchildren and other family members (which may include my Attorney), and to make charitable donations, provided that the value of each gift or donation is not unreasonable given all the circumstances, including the size of my estate, my financial needs, and my previous gifts and donations.

b) To transact any business with any bank or other depository, including, but not limited to:

i. To draw, accept, sign, make, endorse, negotiate, and dispose of any or all bills of exchange, including, without limitation, all promissory notes, cheques, bank drafts and money orders:

ii. To pay and receive all monies;

iii. To deposit, sell or transfer any negotiable paper, stocks, bonds, and other securities;

Initials (person) _____

Initials (witness) _____

iv. To arrange, settle, and balance all books and accounts, and to sign any bank's form of settlement of balances and release: and

v. To access any and all safety deposit boxes,

provided that any bank or other depository may continue to deal with my Attorney until notice of the revocation of this Enduring Power of Attorney has been given in writing to the manager or acting manager of the branch of the bank or depository at which my accounts are kept, and until such notice in writing has been given, the acts of my Attorney with such bank or other depository will be binding on me;

c) To sell, mortgage, exchange, lease, give options or otherwise deal with or dispose of any real property which I own or have an interest in, including, without limitation, signing any documents on my behalf which are capable of being registered under the Land Titles Act (Alberta), the Real Property Act (Alberta) or any other legislation. Any such dealings with real property may be entered into with any person or corporation, which may include my Attorney and,

d) To incur whatever expenses are necessary, within my means, to allow me to receive the best possible care, whether in my home or, if it becomes impossible, elsewhere, even if this results in no estate being left when I die;

6.2 While making a payment to or for a person as authorized by this Enduring Power of Attorney, my Attorney may pay the person, the legal or acting guardian of the person, or any other person my Attorney may consider advisable. A receipt from the person to whom the payment is made will be sufficient discharge of my Attorney and my Attorney will be under no obligation to see to the application of the payment.

6.3 My Attorney has authority to retain my assets in the form they are held by me at the time my Attorney undertakes these powers, or to thereafter sell assets and reinvest the proceeds, entirely at my Attorney's sole and absolute discretion.

6.4 My Attorney has authority to make investments for my estate which my Attorney considers advisable, at my Attorney's sole and absolute discretion, without being limited to investments authorized by law for Attorneys or Trustees.

7. Enduring Power of Attorney and Personal Directives

If I also have a Personal Directive that is in effect or that is to take effect upon my mental incapacity, my Agent appointed under that Personal Directive and my Attorney under this Enduring Power of Attorney are to cooperate to give effect to my instructions under both documents. In the event of any conflict or ambiguity, my Agent's decisions will be final, and my Attorney will take the necessary steps to make funds available to carry out such decisions

8. Revenue Canada

My Attorney has the authority to request and obtain any necessary information or documents from Revenue Canada or any other government departments or agencies;

9. Attorney Compensation

My Attorney is entitled to be reimbursed for any out-of-pocket expenses my Attorney may reasonably incur in acting pursuant to this Enduring Power of Attorney, but my Attorney will not be entitled to any other remuneration.

10. Severability

If any part of any provision of this instrument is ruled invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this instrument.

**** If you DO NOT want the person (Attorney) you name to be able to do one or more of the above things, draw a line through the statement and put your initials at the end of the line. Have your witness initial the changes next to your initials.

Dated on _____ .

Signature

Signed in the presence of:

(Signature of Witness)

(Address of Witness)

(Printed name of Witness)

(Phone Number of Witness)