

APPENDIX B

BLIND MANAGEMENT AGREEMENT

BETWEEN:

hereinafter called the "Settlor"

OF THE FIRST PART

and

hereinafter called the "Manager"

OF THE SECOND PART

WHEREAS the present agreement is necessary to transfer all of the rights and privileges associated with the shares (hereinafter referred to as the "shares") of _____ (hereinafter referred to as the "Company") owned by the Settlor to _____.

AND WHEREAS the transfer of all the rights and privileges associated with the shares will permit the Manager to control and manage the said shares.

AND WHEREAS this agreement is necessary in order that the Settlor complies with the requirements of the *Conflict of Interest and Post-Employment Code for Public Office Holders* (hereafter called the "Code").

AND WHEREAS it is understood that the Manager cannot, at any time alienate, divide, hypothecate, sell or substantially modify the shares subject to this agreement.

The Settlor names _____ as Manager.

The Settlor shall initiate any and all arrangements and procedures and will execute and endorse forms, transfers, assignments, powers of attorney and other assurances as may be requisite for the Manager to exercise all the rights and privileges associated with the shares upon the Agreement, terms and conditions hereafter set

forth:

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1. Except as hereinafter mentioned, the Manager will exercise all the rights and privileges associated with the shares without any advice, direction or instruction from the Settlor.

2. Subject to paragraphs 3 and 4, the parties acknowledge that so long as this Management Agreement is in effect, the Settlor may not give to the Manager, nor may the Manager seek from the Settlor, directly, or indirectly, any advice, direction or instruction with regard to the management of the shares, or, as the case may be, the management of the assets or operations of the Company.

3. Subject to paragraph 4, and except for basic financial information as approved by the Ethics Commissioner and such periodic information required for the completion and filing of income tax returns, at no time while this Agreement is in effect shall the Manager disclose to the Settlor, or to anyone on the Settlor's behalf, any information in connection with the operations of the Company or any transactions respecting its assets which the Manager may have undertaken or completed, or which may be contemplated or proposed. It is expressly understood and agreed that the Manager shall not be responsible in any way for any loss or diminution in the value of the shares by reason of his management so long as he acts in good faith and with reasonable judgement.

4. If at any time during the currency of this agreement, an extraordinary corporate event is pending which would impact substantially upon the basic integrity of the assets of the Settlor, the Manager may consult with and obtain the advice, direction or instruction of the Settlor, or the Settlor may personally intervene in order to exercise the rights and privileges associated with the shares, but only after the Ethics Commissioner has been informed of such extraordinary corporate event and given his approval of the provision of advice, direction, instruction or personal intervention of the Settlor.

5a. Within 60 days of the anniversary date of this agreement, the Manager shall provide the Office of the Ethics Commissioner with a written annual report, verified by the Manager as accurate, setting out the book value and, if available, the net worth of the shares subject to this agreement at the end of the preceding calendar year, together with the amount of any declared dividends during that year and the invoiced fees of the Manager, if any. The report shall also include information with regard to the restructuring, if any, of the share capital of the Company as well as any change in inter-corporate ownership which might have taken place during the preceding year.

5b. Where the Company, or any of its subsidiaries or affiliates, contracts with the federal government, the Manager shall so stipulate in the annual report, setting out the

nature and name of each such subsidiary or affiliate, if applicable, as well as information on any other subsidiary or affiliate which may have been acquired, sold or incorporated during the preceding calendar year in order to ensure that the information contained in the Public Declaration of the Settlor remains accurate and up-to-date.

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6. The Agreement shall remain in full force in accordance with its terms for as long as the Settlor is required to comply with the Code.

7. If the Settlor dies while holding public office, the Manager shall reassign and retransfer the shares to the person representing the estate of the Settlor, upon receiving evidence of that person's authority satisfactory to the Manager.

8. If the Manager resigns or is required to resign by the Settlor, the Settlor shall, subject to the approval of the Ethics Commissioner, appoint another person to act as Manager. The appointment shall not take effect until such time as the existing Manager shall have provided an accounting satisfactory to the new Manager.

9. If the Manager becomes incapacitated or dies during the currency of this Agreement, the Settlor shall appoint a replacement Manager, subject to the approval of the Ethics Commissioner, who upon the making of such appointment shall exercise the rights and privileges associated of the shares.

10. The Manager hereby accepts the said Agreement on the terms and conditions herein set out.

11. The Management Agreement hereby created shall be deemed to be created under the laws of the Province of _____ and it shall be interpreted in accordance with the laws of that Province.

IN CONSIDERATION THEREOF the Settlor and the Manager have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED on the _____ day of _____ 2005

_____(seal)
Witness Settlor

_____(seal)
Witness Manager

SCHEDULE "A"