CERTIFICATE

I, Stephanie McCarthy, Assistant Secretary of ***Scotia Mortgage Corporation*** (the "Company"), hereby certify the following to be a true and correct copy of a resolution passed by the Board of Directors of the Company at their meeting held on June 23, 2004, said resolution being a full force and effect as of the date hereof:

RESOLVED:

"that Scotia Mortgage Corporation (the "Company") appoint the Senior Vice-President, each Vice-President, each District Vice-President, each Assistant General Manager, each Managing Director, Bank Finance Scotia Capital, the Director and Head, Scotia Private Client Group, the Managing Director and Unit Head, Scotia Capital, the Assistant General Manager and Centre Manager – Montreal Automotive Finance Centre, the Director, Real Estate Lending Commercial Mortgages – Quebec and Atlantic, the Assistant General Manager and Unit Head, Credit, Global Risk Management – Quebec, the Senior Credit Manager - 555 Chabanel West and the Senior Credit Manager - 2 Place Quebec, all of The Bank of Nova Scotia (the "Bank") in the Province of Quebec and Eastern Ontario, or any one of the Secretary, Treasurer, Assistant Secretary, Assistant Treasurer, the Assistant Manager or the Mortgage Administrator, Discharges, all of MontroServices Corporation in the Province of Quebec, each of them acting alone (each of them being hereinafter called the "Attorney") to be the sufficient and lawful attorney for the Company in the Province of Quebec and Eastern Ontario and in the name of the Company to do all or any of the following things:

1. (a) to sign and execute all deeds of loan and hypothec on behalf of the Company, including loans secured by deeds of hypothec on movable and/or immovable property located in Quebec and Eastern Ontario, all amendments thereto, and all accessory deeds and instruments relating thereto;

(b) grant total or partial discharges, releases, acquittances, mainlevees and cessions of priority or postponement of all or any mortgages, movable and immovable hypothecs, prior claims, rights of taking in payment, rights of possession, charges or other security or rights which may from time to time be held by the Company (hereafter collectively called "security") in connection with any property, movable or immovable, tangible or intangible (hereafter collectively called "property"), the whole upon such terms and conditions and for such consideration or without consideration, as the Attorney alone may decide;

(c) transfer, assign, sell, retrocede or give subrogation of any claim of the Company as well as of any security related thereto, upon such terms and conditions and for such consideration, or without consideration, as the Attorney alone may decide;

(d) acquire by sale (including judicial sale and sale by judicial authority), giving in payment, transfer, cession or otherwise any property as security or in exercise of a security or for the purpose of protecting the Company's claim against the owner of any such property, and alienate, sell or otherwise dispose of such property, the whole upon such terms and conditions and for such consideration or without consideration, as the Attorney alone may decide;

(e) retrocede or sell any security or property given to the Company as security, upon such terms and conditions and for such consideration or without consideration, as the Attorney alone may decide;

(f) consent to deeds of servitude, declaration of co-ownership and plans of subdivision, cancellation, redivision or correction with respect to property in which the Company has a security or acquired by the Company for any of the purposes referred to in paragraph (d) above;

(g) release any debtor or guarantor upon such terms and conditions and for such consideration or without consideration, as the Attorney alone may decide; and

(h) receive and acknowledge receipt of monies payable to the Company.

2. grant all renewal agreements, deeds of extension of delay for payment and other documents and instruments incidental to the management and administration of any claim of the Company and of any security and generally exercise and enforce all rights created in favour of the Company under any security, the whole upon such terms and conditions and with or without consideration, as the Attorney alone may decide;

3. for and on behalf of the Company acting as lessor, lessee or sub-lessee make leases or sub-leases of any property, assign or accept assignments of leases or sub-leases with or without novation and renew, terminate, extend or modify any such leases or sub-leases, the whole for such rental and upon such other terms and conditions as the Attorney alone may decide;

4. where the Company has been appointed by the owner of any property subject to any security in favour of the Company as the attorney of such owner for the sale, alienation or other disposition of such property, sell, alienate or otherwise dispose of such property as such attorney on such terms and conditions and for such consideration as the Attorney alone may decide, subject only to the conditions, if any, of the Company's appointment by the owner;

5. sign and execute any and all deeds, instruments and other documents, notarial or otherwise, which the Attorney alone may deem advisable to give full force and effect to the present resolution and to make proof thereof under the laws of the Province of Quebec and Eastern Ontario;

6. (a) represent the Company before any court, including the small claims division thereof, board, commission or other judicial or quasi-judicial body sitting in the Province of Quebec and Eastern Ontario and make and sign any declaration legally required of the Company, including any garnishee's declaration, and in connection with all deeds of loan and hypothec executed on behalf of the Company, including loans secured by deeds of hypothec on movable and/or immovable property located in Quebec and Eastern Ontario, and all accessory deeds and instruments relating thereto; and

(b) attend and bid at any judicial or other sale of property in which the Company has a security or for the purposes of protecting the Company's claim against the owner of such property and purchase such property;

7. (a) delegate from time to time by written power of attorney to the Manager or the acting Manager of any Branch of the Bank in the Province of Quebec and Eastern Ontario or to any Director, Bank Finance Scotia Capital, or to any other officer employed by the Bank or an affiliate of the Bank, or to any notary, legal counsel or agent, as the delegating authorized signatory may deem fit, any of the powers and authority hereunder; and

(b) any Branch Manager or acting Branch Manager, Director, Bank Finance Scotia Capital or officer of the Bank or of a Bank affiliate to whom authority was delegated pursuant to the above, is authorized to in turn subdelegate their authority to any Manager or acting Manager of any Branch of the Bank in the Province of Quebec and Eastern Ontario, or to any Director, Bank Finance Scotia Capital, or to any other officer employed by the Bank or an affiliate of the Bank, or to any acting notary, legal counsel or agent, as the delegating authorized signatory may deem fit.

And be it further **RESOLVED**, that the resolution passed by the Board of Directors of the Company on June 27, 2002 appointing the Senior Vice-President, each Vice-President, each District Vice-President, each Assistant General Manager, each Managing Director, Bank Finance Scotia Capital, the Senior Credit Manager - 555 Chabanel West and the Senior Credit Manager - 2 Place Quebec, all of The Bank of Nova Scotia (the "Bank") in the Province of Quebec and Eastern Ontario, or any one of the Secretary, Treasurer, Assistant Secretary, Assistant Treasurer, the Assistant Manager or the Mortgage Administrator, Discharges, all of MontroServices Corporation in the Province of

Quebec, each of them acting alone (each of them being hereinafter called the "Attorney") to be the sufficient and lawful attorney for the Company in the Province of Quebec and Eastern Ontario is hereby revoked."

Assistant Secretary

DATED at Toronto, Ontario
This 6th day of June, 2005