

UNANIMOUS SHAREHOLDER AGREEMENT (Long Form)

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UNANIMOUS SHAREHOLDER AGREEMENT (Long Form)

UNANIMOUS SHAREHOLDER AGREEMENT entered into at, Province of, Canada.

BETWEEN: V1 (*name of individual*), (*occupation*), domiciled and residing at (*civic number and street name*),, Province of (*name of province*), (*postal code*);

OR

V2 (*corporate name*), a legal person duly incorporated under the Act (*name of statute under which the corporation was incorporated*), with its principal place of business at (*civic number and street name*),, Province of (*name of province*), (*postal code*), and duly registered under the designating number in accordance with the Act (*name of the applicable statute governing the legal registration of the corporation*), represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof, [(V1) as he/she so declares] **OR** [(V2) as indicated in the resolution of the sole director [**OR** board of directors], attached hereto as Schedule A1];

OR

V3 (*common business name*), [a general partnership], **OR** [a limited partnership represented by (*name of its general partner*), its general partner] **OR** [an undeclared partnership], **OR** [a joint venture], **OR** [a collaboration], **OR** [a group of persons] operating a business, duly formed under the [..... Act (*identify applicable statute*)] **OR** [Civil Code of Quebec] **OR** [applicable general law], with its head /registered office at (*civic number and street name*),, Province of (*name of province*), (*postal code*), and duly registered (*if applicable*) under the designating number in accordance with the Act (*name of applicable statute governing legal registration of corporation*) represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she so declares **OR** [as indicated in the resolution of the partners of the general partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], **OR** [as indicated in the resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the collaboration], **OR** [as indicated in the resolution of the members of the group of persons], attached hereto as Schedule A1;

HEREINAFTER "SHAREHOLDER A";

SHAREHOLDER A	SHAREHOLDER B	SHAREHOLDER C

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AND: (identify shareholder B);
(select the appropriate version from those listed above and, if applicable, insert Schedule A2)

HEREINAFTER "SHAREHOLDER B";

AND: (identify shareholder C);
(select the appropriate version from those listed above and, if applicable, insert Schedule A3)

HEREINAFTER "SHAREHOLDER C";

HEREINAFTER COLLECTIVELY THE "SHAREHOLDERS".

AND INTERVENING HEREIN: (corporate name);
(select the appropriate version from those listed above and, if applicable, insert Schedule B)

HEREINAFTER THE "CORPORATION";

RECITALS

THE SHAREHOLDERS DECLARE AS FOLLOWS:

- A) The SHAREHOLDERS hold all the issued and outstanding shares of the share capital of the CORPORATION, in the following proportions:

Shareholder	Shares Held		Certificate Number	Percentage
	NUMBER	CLASS		
"SHAREHOLDER A"				
"SHAREHOLDER B"				
"SHAREHOLDER C"				

- B) Each SHAREHOLDER meets one of the investor categories recognized by section 2.4(2) of Regulation 45-106 respecting prospectus exemptions, CQLR c V-1.1, r 21, as evidenced by their respective declarations attached hereto as Schedule C(1 to 3);

SHAREHOLDER A	SHAREHOLDER B	SHAREHOLDER C

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- C) The SHAREHOLDERS acknowledge the importance of entering into an agreement that addresses both the governance of the CORPORATION and the holding and transfer of the shares held by the SHAREHOLDERS;
- D) The SHAREHOLDERS wish to record the terms of their agreement regarding such purpose in a private instrument;
- E) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

ACCORDINGLY, THE SHAREHOLDERS AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement [and in any ancillary or subordinate documentation thereto] will be interpreted as set out below. Moreover, words and expressions may also be defined elsewhere in the agreement [and in any ancillary or subordinate documentation thereto], in which case they will have the meaning expressly set out in such section or subsection [or such ancillary or subordinate documentation] in which they are defined.

0.01.01 Activities

means, with regard to the CORPORATION, *(describe its principal business activities)*

0.01.02 Agreement

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the SHAREHOLDERS may make from time to time in accordance with Section 12.05 herein;

0.01.03 Book Value

means the book value of the Shares determined in accordance with Part 8.00 of the Agreement;

0.01.04 Breach

means, with regard to any representation or warranty or obligation under the Agreement:

SHAREHOLDER A	SHAREHOLDER B	SHAREHOLDER C