

VOTING TRUST AGREEMENT

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VOTING TRUST AGREEMENT

VOTING TRUST AGREEMENT entered into at, Province of, Canada.

BETWEEN: V1 (*name of individual*), (*occupation*), domiciled and residing at (*civic number and street name*), (*name of city*), Province of (*name of province*), (*postal code*), operating as a sole proprietorship under the name (*business name*);

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*), (*name of city*), 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, [as he/she so declares] **OR** [as indicated in the resolution of the sole director [OR board of directors], attached hereto as Schedule A];

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 or registered office at (*civic number and street name*), (*name of city*), 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 A;

HEREINAFTER "SHAREHOLDER A";

SHAREHOLDER A	SHAREHOLDER B	SHAREHOLDER C	TRUSTEE

VOTING TRUST AGREEMENT

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

HEREINAFTER "SHAREHOLDER B";

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

HEREINAFTER "SHAREHOLDER C";

HEREINAFTER COLLECTIVELY THE "SHAREHOLDERS";

AND: *(identify voting trustee)*;
(select the appropriate version from those listed above and, if applicable, insert Schedule D)

HEREINAFTER THE "TRUSTEE";

HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES";

AND INTERVENING HEREIN:

..... *(identify corporation, if applicable)*;
(select the appropriate version from those listed above)

HEREINAFTER THE "CORPORATION".

RECITALS

THE SHAREHOLDERS DECLARE AS FOLLOWS:

- A) SHAREHOLDER A is engaged in the business of *(identify business activity)*;
- B) SHAREHOLDER B is engaged in the business of *(identify business activity)*;

SHAREHOLDER A	SHAREHOLDER B	SHAREHOLDER C	TRUSTEE

VOTING TRUST AGREEMENT

- C) SHAREHOLDER C is engaged in the business of (*identify business activity*);
- D) The TRUSTEE is engaged in the business of (*identify business activity*);
- E) Together, the SHAREHOLDERS hold (.....) common shares [**OR** Class “...” shares] in the share capital of the CORPORATION, in the proportions described in Schedule 0.01.06 of the Agreement;
- F) In connection with (*describe context*), the SHAREHOLDERS wish to enter into an agreement for the purpose of creating a voting trust for their shares;
- G) The SHAREHOLDERS wish to grant the TRUSTEE the voting rights attached to the shares described in paragraph E) above;
- H) The SHAREHOLDERS undertake, for the term of the Agreement, to deposit with the TRUSTEE the share certificates representing the shares described in paragraph E) above, so that the TRUSTEE may administer and vote such shares on behalf of the SHAREHOLDERS;
- I) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- J) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

ACCORDINGLY, THE PARTIES 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] will be interpreted as follows:

0.01.01 Activities

SHAREHOLDER A	SHAREHOLDER B	SHAREHOLDER C	TRUSTEE