

**SHARE-FOR-SHARE EXCHANGE
AGREEMENT
(QBCA)**

TABLE OF CONTENTS

	PAGE
RECITALS	5
0.00 INTERPRETATION	6
0.01 Definitions	6
0.01.01 Agreement	6
0.01.02 Confidential Information	6
0.01.03 Encumber / Encumbrance	7
0.01.04 Exchanged Shares	7
0.01.05 Law	7
0.01.06 Legal Representatives	7
0.01.07 PARTY	8
0.01.08 Person	8
0.01.09 Related Person	8
0.01.10 Shares	8
0.01.11 Tax Laws	8
0.02 Entire Agreement	8
0.03 Applicable Law	8
0.04 Non-Compliance	9
0.04.01 Severability	9
0.04.02 Substitute Provision	9
0.05 Miscellaneous	9
0.05.01 Cumulative Rights	9
0.05.02 No Waiver	9
0.05.03 Time and Days	9
a) Time of the Essence	9
b) Computation of Time	9
c) Delays	10
0.05.04 Financial References	10
0.05.05 Cross-References	11
0.05.06 Gender and Number	11
0.05.07 Headings	11
0.05.08 Presumptions	11
0.05.09 Knowledge	11
0.05.10 Approval	11
0.05.11 Accounting Standards	12
1.00 PURPOSE	12
1.01 Transfer of Exchanged Shares	12
1.02 Declaration	12

**SHARE-FOR-SHARE EXCHANGE
AGREEMENT
(QBCA)**

2.00	CONSIDERATION	12
2.01	Terms of Exchange	12
2.02	Attributes of Shares	12
2.03	Capital	13
2.04	Undertaking	13
3.00	TERMS OF PAYMENT	13
3.01	Fair Market Value	13
3.01.01	Accounting Standards	13
3.01.02	Amount	13
3.02	Adjustments	13
3.02.01	Triggering Event	13
3.02.02	Redeeming the Shares	14
3.02.03	Dividends	14
4.00	SECURITY	14
5.00	MUTUAL REPRESENTATIONS AND WARRANTIES	14
5.01	Authority	14
5.02	Binding Agreement	15
5.03	Canadian Resident	15
5.04	Nominee	15
5.05	Disclosure	15
5.06	Legal Proceedings	15
6.00	REPRESENTATIONS AND WARRANTIES OF SHAREHOLDER	15
6.01	Status	15
6.02	Ownership of Exchanged Shares	16
7.00	DECLARATIONS OF CORPORATION	16
7.01	Status	16
8.00	MUTUAL DUTIES AND OBLIGATIONS	16
8.01	Confidential Information	16
8.01.01	Undertaking	16
8.01.02	Duration of Undertaking	17
8.02	Further Assurances	18
9.00	DUTIES AND OBLIGATIONS OF SHAREHOLDER	18
10.00	DUTIES AND OBLIGATIONS OF CORPORATION	18
11.00	SPECIAL PROVISIONS	18
11.01	Assignment	18
11.01.01	Prohibition	18

**SHARE-FOR-SHARE EXCHANGE
AGREEMENT
(QBCA)**

11.01.02	Reasonable Cause.....	18
11.01.03	Effect of Breach	19
11.01.04	Exception.....	19
12.00	GENERAL PROVISIONS	19
12.01	Notice.....	19
12.02	Choice of Forum	19
12.03	Counterparts.....	20
12.04	Amendment.....	20
12.05	No Waiver of Rights	20
12.06	Electronic Transmission and Signature	20
12.07	Language.....	20
13.00	TERMINATION	21
14.00	EFFECTIVE DATE.....	21
15.00	DURATION.....	21
16.00	SCOPE	21

SCHEDULES

	PAGE
SCHEDULE A – EXCERPT OF A RESOLUTION - CORPORATE SHAREHOLDER	23
SCHEDULE B – EXCERPT OF A RESOLUTION OF CORPORATION	24



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SHARE-FOR-SHARE EXCHANGE AGREEMENT (QBCA)

SHARE-FOR-SHARE EXCHANGE AGREEMENT entered into in the City of,
Province of Quebec, Canada.

BETWEEN: V1 (*name of individual*), (*occupation*), domiciled and
residing at (*civic number and street name*), in the City of
..... (*name of city*), Province of (*name of province*),
..... (*postal code*), doing business as (*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*), in the
City of (*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);

V2.1 (Authorized Representative) (to be added after V2, if applicable)

, represented by (*name of representative*), its (*title of*
representative), duly authorized for the purposes hereof, as he/she so declares;

V2.2 (Authorized Representative by Resolution) (to be added after V2, if applicable)

, represented by (*name of representative*), its (*title of*
representative), duly authorized for the purposes hereof 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 undecleared partnership], **OR** [a joint venture], **OR** [a collaboration], **OR** [a
group of persons] exercising an organized economic activity of a commercial nature, 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*), in the City of (*name of city*), Province of
..... (*name of province*), (*postal code*), and duly registered
(*as the case may be*) 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 partners of the general partnership],
OR [as indicated in the resolution of the sole director [or Board of Directors] of the general

SHAREHOLDER	CORPORATION

**SHARE-FOR-SHARE EXCHANGE
AGREEMENT
(QBCA)**

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 THE “SHAREHOLDER”;

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

HEREINAFTER THE “CORPORATION”;

HEREINAFTER COLLECTIVELY THE “PARTIES”.

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- A) The SHAREHOLDER is the owner with good and valid title, free and clear of all liens and claims whatsoever and is the registered holder of (.....) Class “...” shares of the CORPORATION’s share capital;
- B) The SHAREHOLDER wishes to exchange the above Class “...” shares for other shares of the CORPORATION for consideration equal to the fair market value on, 20..., which the PARTIES consider to be DOLLARS (\$);
- C) The CORPORATION agree to issue to the SHAREHOLDER (.....) Class “...” shares of the CORPORATION’s share capital in exchange for the exchanged shares, according to the terms set out herein;
- D) The SHAREHOLDER and the CORPORATION do not deal at arm’s length as defined under the Canada *Income Tax Act*, RSC 1985, c 1 (5th Supp) and the Quebec *Taxation Act*, CQLR c I-3;
- E) The fact that the PARTIES are not dealing at arm’s length may justify a review of the fair market value of the shares, as such the PARTIES have agreed that the

SHAREHOLDER	CORPORATION

SHARE-FOR-SHARE EXCHANGE AGREEMENT (QBCA)

consideration may be adjusted to reflect the value determined, if applicable, by a competent government authority;

- F) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- G) 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 Agreement

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the PARTIES may make from time to time in accordance with Section 12.04 herein;

0.01.02 Confidential Information

V1 (Short Form) means any information that is identified by the disclosing PARTY as being confidential when it is disclosed to the receiving PARTY;

OR

V2 (Long Form) means any information (commercial, technical, scientific, financial, legal, personal or other information) that a PARTY discloses [before and] during the term of the Agreement and that the receiving PARTY, exercising reasonable business judgment, understands to be confidential, including, in particular, any information related to its Activities, business strategies and opportunities, finances, Intellectual Property, suppliers, clients or employees, but excludes:

- a) information known to the receiving PARTY prior to the date of its disclosure;
- b) information known by or available to the public prior to the date of its disclosure;

SHAREHOLDER	CORPORATION