

ESCROW AGREEMENT (Initial Public Offering)

TABLE OF CONTENTS

	PAGE
RECITALS.....	7
0.00 INTERPRETATION	8
0.01 Definitions	8
0.01.01 Agreement	8
0.01.02 AMF	8
0.01.03 Breach.....	9
0.01.04 Closing Session	9
0.01.05 Commercial Paper	9
0.01.06 Commercial Paper Security	9
0.01.07 Deadline	9
0.01.08 Event of Default	9
0.01.09 Force Majeure	10
0.01.10 Initial Public Offering	10
0.01.11 Intellectual Property	10
0.01.12 Law	10
0.01.13 Legal Representatives	11
0.01.14 Minimum Distribution.....	11
0.01.15 Ordinary Course of Business.....	11
0.01.16 PARTY	11
0.01.17 Person	11
0.01.18 Prime Rate	12
0.01.19 Prospectus.....	12
0.01.20 Trust Account	12
0.02 Entire Agreement	12
0.03 Jurisdiction.....	12
0.04 Non-Compliance.....	12
0.04.01 Severability.....	12
0.04.02 Substitute Provision.....	12
0.05 Miscellaneous	13
0.05.01 Cumulative Rights	13
0.05.02 No Waiver	13
0.05.03 Time and Days	13
(a) Time of the Essence	13
(b) Computation of Time	13
(c) Delays	14
0.05.04 Financial References	14
0.05.05 Cross-References.....	14
0.05.06 Gender and Number	14

0.05.07	Headings	14
0.05.08	Presumptions	15
0.05.09	Knowledge	15
0.05.10	Approval	15
1.00	PURPOSE	15
1.01	Appointment	15
1.01.01	Initial Appointment	15
1.01.02	Removal	15
1.01.03	New Appointment	15
1.01.04	Delivery	15
1.01.05	Liability	16
1.02	Mandate	16
2.00	CONSIDERATION.....	16
2.01	Professional Fees	16
2.01.01	Amount	16
2.01.02	Indexation	16
2.01.03	Additional Fees	16
2.02	Disbursements.....	16
3.00	TERMS OF PAYMENT	17
3.01	Lump Sum Fee.....	17
3.02	Additional Fees.....	17
3.03	Disbursements.....	17
3.04	Interest	17
3.05	Loss of Term.....	17
3.06	Reimbursement of Legal Costs.....	18
4.00	SECURITY	18
4.01	In Favour of ISSUER.....	18
4.02	In Favour of ESCROW AGENT	18
5.00	MUTUAL REPRESENTATIONS AND WARRANTIES	18
5.01	Authority	18
5.02	Binding Agreement.....	18
6.00	REPRESENTATIONS AND WARRANTIES OF ISSUER	19
7.00	OTHER REPRESENTATIONS AND WARRANTIES.....	19
7.01	ESCROW AGENT	19
7.01.01	Authorizations	19
7.02	AGENT	19
8.00	MUTUAL DUTIES AND OBLIGATIONS.....	20

8.01	Representations.....	20
9.00	DUTIES AND OBLIGATIONS OF ISSUER.....	20
9.01	Terms of Initial Public Offering	20
9.01.01	Prospectus.....	20
	(a) Undertaking.....	20
	(b) Default.....	20
9.01.02	Period	20
9.02	Agency Agreement	21
9.03	Closing Session.....	21
9.03.01	Minimum Distribution Realized.....	21
9.03.02	Additional Closing Session	21
9.04	Commercial Paper Security	21
10.00	OTHER DUTIES AND OBLIGATIONS	21
10.01	ESCROW AGENT	21
10.01.01	Mandate	21
10.01.02	Custody of Commercial Paper	21
10.01.03	Minimum Distribution Realized	21
	(a) Notice	21
	(b) Commercial Paper Security	22
	(c) Cashing-In	22
	(d) Commercial Paper Not Honoured.....	22
	(e) Release	22
	i) Amount Cashed In.....	22
	ii) Commercial Paper Security.....	22
10.01.04	Minimum Distribution Not Realized	22
	(a) By the Deadline.....	22
	(b) Before the Deadline	23
10.01.05	Dispute	23
10.01.06	Liability	23
	(a) Acts, Errors or Omissions	23
	(b) Non Liability.....	23
	i) Acts by PARTIES	23
	ii) Validity of Commercial Paper.....	23
	iii) Legal Counsel	23
	(c) Legal Proceedings	24
10.01.07	Resignation.....	24
10.02	AGENT.....	24
10.02.01	Validity of Subscription	24
10.02.02	Transmitting Commercial Paper	24
11.00	SPECIAL PROVISIONS.....	24
11.01	Assignment	24

11.01.01	Prohibition.....	24
11.01.02	Exception.....	24
11.02	Force Majeure.....	25
11.02.01	No Default.....	25
11.02.02	Duty.....	25
11.02.03	Rights of Other PARTY.....	25
11.03	Further Assurances.....	25
11.04	Legal Costs.....	26
12.00	GENERAL PROVISIONS.....	26
12.01	Notice.....	26
12.02	Dispute Resolution.....	26
12.02.01	Good Faith Negotiations.....	26
12.02.02	Mediation.....	26
	(a) Process.....	26
	(b) Mediator.....	26
	(c) Settlement.....	27
	(d) Legal Proceedings [OR Arbitration].....	27
12.02.03	Arbitration.....	27
	(a) Notice.....	27
	(b) Reply.....	27
	(c) Appointment of a Third Arbitrator.....	28
	(d) Subcontracts.....	28
	(e) Confidentiality.....	28
	(f) Hearing.....	28
	(g) Ruling.....	29
	(h) Costs.....	29
	(i) Supplementary Rules.....	29
12.03	Remedies.....	29
12.03.01	Election.....	29
12.03.02	No Limitations.....	29
12.04	Election.....	29
12.05	Counterparts.....	30
12.06	Amendment.....	30
12.07	No Waiver of Rights.....	30
12.08	Electronic Transmission.....	30
12.09	Language.....	30
13.00	TERMINATION.....	31
13.01	Mutual Consent.....	31
13.02	Without Notice.....	31
13.03	With Notice.....	31
13.03.01	With Time to Cure Event of Default.....	31
13.03.02	Without Time to Cure Event of Default.....	31

14.00 EFFECTIVE DATE..... **32**

15.00 DURATION..... **32**

 15.01 End of Agreement..... 32

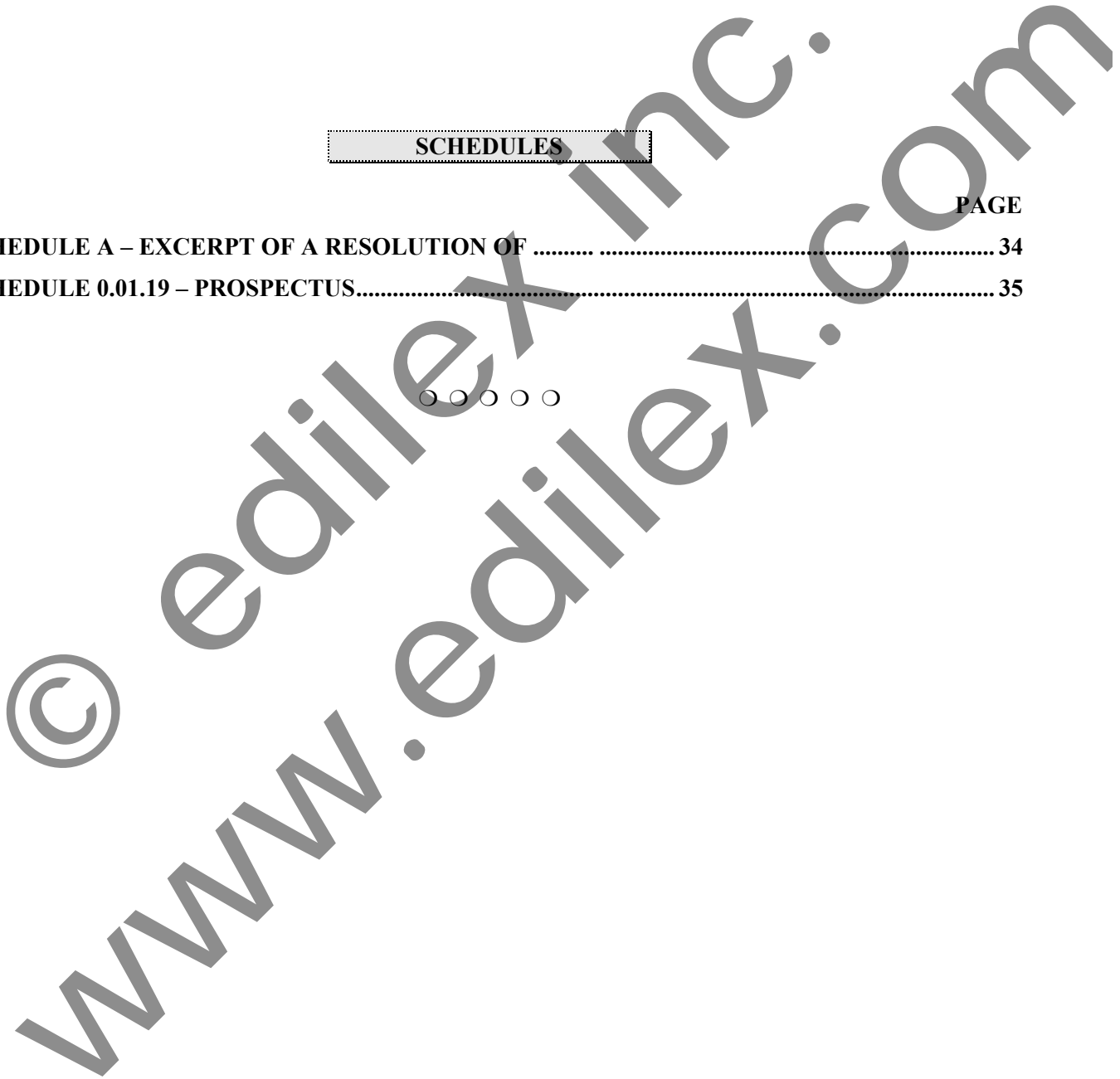
 15.02 Survival..... 32

16.00 SCOPE33

SCHEDULES

	PAGE
SCHEDULE A – EXCERPT OF A RESOLUTION OF	34
SCHEDULE 0.01.19 – PROSPECTUS	35

○ ○ ○ ○ ○



ESCROW AGREEMENT entered into in the City of, Province of, Canada.

BETWEEN: V1 (corporate name), duly attests that it is a legal person duly incorporated under the Act (name of statute under which the corporation was incorporated), having 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 statute respecting the legal publicity of enterprises under which the corporation is registered);

OR

V2 (corporate name), duly attests that it is a legal person duly incorporated under the Act (name of statute under which the corporation was incorporated), having 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 under the designating number (.....) in accordance with the Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by (name of representative), its (title of representative), duly authorized for the purposes hereof, as he/she so declares;

OR

V4 (common business name), a general partnership, operating a business through the exercise of an organized economic activity of a commercial nature, duly formed under the [Civil Code of Québec] OR [any applicable general law] OR [any other applicable statute], having 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 (if applicable) under the designating number (.....) in accordance with the Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by (name of representative), its (title of representative), duly authorized for the purposes hereof as he/she so declares;

OR

V4 (common business name), a limited partnership, represented by (name of its general partner), its limited partner and operating a business

ISSUER	ESCROW AGENT	AGENT

through the exercise of an organized economic activity of a commercial nature, duly formed under the [Civil Code of Québec] OR [any applicable general law] OR [any other applicable statute], having 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 (if applicable) under the designating number (.....) in accordance with the Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by (name of representative), its (title of representative), duly authorized for the purposes hereof as he/she so declares;

HEREINAFTER REFERRED TO AS THE “ISSUER”;

AND: (Select the appropriate description from the choices listed above for issuer);

HEREINAFTER REFERRED TO AS THE “ESCROW AGENT”;

AND: (Select the appropriate description from the choices listed above for issuer);

HEREINAFTER REFERRED TO AS THE “AGENT”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”;

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- A) According to the terms of the best efforts agency agreement entered into on 20... (see template D03.200 from our Document Centre), the AGENT was appointed by the ISSUER to offer within the province of Québec, the securities described in the prospectus attached hereto as Schedule 0.01.19, which the ISSUER duly filed with the Autorité des marchés financiers (the “AMF”) on 20...;

ISSUER	ESCROW AGENT	AGENT

- B) The offering is contingent on the public subscribing to a minimum of (....) Class “....” shares at DOLLARS (\$.....) per share, which will equal a minimum distribution of DOLLARS (\$.....);
- C) Such offering will require the ISSUER to appoint the ESCROW AGENT, who is recognized by the Securities Commission and who accepts the mandate of holding the amounts paid for such shares in trust until the minimum distribution requirement is met;
- D) The PARTIES wish to record the terms of their agreement regarding such purpose in a private writing;
- E) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00

INTERPRETATION

0.01 Definitions

V1 (Sole Agreement) Unless otherwise indicated, the following capitalized terms or expressions throughout the Agreement have the meaning indicated below:

OR

V2 (Multiple Agreements) Unless otherwise indicated, capitalized words and expressions appearing in the Agreement or in any ancillary or subordinate documentation will be interpreted or construed 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 amendment made thereto from time to time by the PARTIES in accordance with Section 12.06; the terms “herein”, “hereof”, “hereto”, “herewith”, “hereunder”, “hereby” and other similar terms, when used in the Agreement, generally refers to this agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

0.01.02 AMF

refers to the *Autorité des marchés financiers* in Québec;

ISSUER	ESCROW AGENT	AGENT