

**WINDING-UP AGREEMENT
(Sole Shareholder)
(QBCA)**

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**WINDING-UP AGREEMENT
(Sole Shareholder)
(QBCA)**

WINDING-UP AGREEMENT entered into in the City of, Province of, Canada.

BETWEEN: (*corporate name*), 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*), 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 “CORPORATION”;

AND: (*identify shareholder*), 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*), 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 “SHAREHOLDER”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

(A) The CORPORATION is wholly-owned by the SHAREHOLDER;

SHAREHOLDER	CORPORATION

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- (B) The CORPORATION wishes to distribute all its assets and pay all its liabilities in connection with its voluntary liquidation and dissolution;
- (C) The SHAREHOLDER agrees, as consideration for the transfer and vesting of all the assets of the CORPORATION in its favour, to assume responsibility for the payment of all the liabilities of the CORPORATION;
- (D) The PARTIES wish to set out the terms of such transfer in writing;
- (E) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW, THEREFORE, 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 or 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 10.04 herein;

0.01.02 Assets

means all the property, rights, privileges, titles, interests and other assets of the CORPORATION, wherever they may be located and in whatever state they may be in at the time of the liquidation of the CORPORATION, including, among others all of the CORPORATION's property, whether movable or immovable, tangible or intangible, all of the CORPORATION's rights, privileges, titles and interests under any agreement to which it is a party, and any revenue or Assets that the CORPORATION may acquire under any of its existing agreements or projects, a list of which assets is set out in Schedule 0.01.02 attached hereto;

0.01.03 Legal Representatives

SHAREHOLDER	CORPORATION