

CO-OWNERSHIP AGREEMENT

THIS CO-OWNERSHIP AGREEMENT (The "Agreement") dated effective as of the ____ day of _____, _____, among all those parties who are or become Co-Owners of an undivided interest in the Lands described herein (hereinafter collectively referred to as the "Co-Owners" and individually referred to as the "Co-Owner"), [AGENT] (hereinafter the "Agent") and [TRUSTEE] (hereinafter the "Trustee").

WHEREAS:

- A. The Co-Owners have acquired the undivided interest in the Lands for the purpose of carrying out the leasing, subdivision, servicing, development, re-zoning, sale, operation of or other activities normally associated with the Lands;
- B. The parties wish to confirm their mutual understanding with respect to the undivided interest in the Lands and to define the rights and obligations one with and to the other and with the Agent and the Trustee with respect to the undivided interest in the Lands.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I - INTERPRETATION

1.1 Definitions - In this Agreement the following terms, when capitalized, shall have the following meanings:

- (a) "Accountants" means the firm of accountants whose partners are members in good standing of the Canadian Institute of Chartered Accountants and which are appointed, from time to time, as accountants to the Co-Ownership;
- (b) "Additional Assessment" means additional assessments by the Co-Owners pursuant to Article 7 hereof in the event that the Co-Owners determine that additional funds are required for the purposes of the Co-Tenancy;
- (c) "Agent" means [AGENT] or any replacement Agent appointed pursuant to Article 9 hereof;
- (d) "Co-Owner's Interest" means, when used in relation to a Co-Owner, all of such Co-Owner's right, title and interest in and to the Lands.
- (e) "Co-Ownership" means the Co-Ownership established by joint ownership by the Co-Owners of the undivided interest in the Lands and this Agreement;
- (f) "Distributable Cash" means any amount to be paid to Co-Owners pursuant to this Agreement and any amounts to the Agent as agent for the Co-Owners;
- (g) "Extraordinary Resolution" means:
 - (i) a resolution passed by Co-Owners representing 66 2/3% of the Co-Ownership Interests either present in person or represented by proxy, cast at a duly constituted meeting of Co-Owners or any adjournment thereof; and
 - (ii) a written resolution in one or more counterparts signed by Co-Owners representing in aggregate not less than 66 2/3% of the Co-Ownership Interests;
- (h) "Lands" means the land and projects described in Schedule "A" hereto;
- (i) "Mortgages" means the mortgages, if any, to be granted on behalf of the Co-Owners;

- (j) "Offer to Purchase" means the offer to purchase undivided interest in the Lands made by [AGENT];
- (k) "Ordinary Resolution" means:
 - (i) a resolution passed by more than 50% of the Tenancy Interests either present in person or represented by proxy at a duly constituted meeting of Co-Owners or any adjournment; or
 - (ii) a written resolution in one or more counterparts signed by Co-Owners representing in the aggregate more than 50% of the Tenancy Interests;
- (l) "Person" means an individual, body corporate, partnership, joint venture, association, syndicate, trust or unincorporated organization of any nature whatsoever or any trustee, executor, administrator or other legal representative;
- (m) "Proportionate Interest" means the proportionate undivided interest of a Co-Owner in the Lands as set out in the Register of Co-Owners;
- (n) "Power of Attorney" mean the Power of Attorney attached as Schedule "B" to the Offer to Purchase;
- (o) "Register" means the register of Co-Owners maintained by the Trustee;
- (p) "Trustee" means [TRUSTEE].

1.2 Schedules - The following are the schedules to this Agreement:

Schedule "A" - Legal description of Lands and permitted encumbrances

1.3 Currency - All references to dollar amounts herein shall be references to Canadian dollars.

1.4 Gender and Number - Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter and vice versa gender.

1.5 Headings - The article and section headings are for convenience of reference only and shall not restrict the interpretation of this Agreement.

1.6 Calculation of Time Periods - When calculating the period of time within which or following which any act is to be done or taken pursuant to this Agreement, the date which is the reference day in calculating such period shall be excluded if the last day of such period is a Saturday, Sunday or statutory holiday in _____, the period in question shall end on the next day which is not a Saturday, Sunday or statutory holiday.

1.7 Applicable Law and Attornment - This Agreement shall be governed by and construed and enforced in accordance with the laws of Canada and the laws of the Province of [province] applicable therein and each party hereto irrevocably attorns to the jurisdiction of the courts of the Province of [province].

1.8 Entire Agreement - This Agreement and the subscription forms of Co-Owners subscribing for Co-Ownership Interests pursuant to the Offer to Purchase constitutes the entire agreement between the parties relating to the Co-Ownership and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, among the parties with respect thereto.

1.9 Successors and Assigns - This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 2 - ACKNOWLEDGMENT OF CO-OWNERSHIP

2.1 Co-Ownership - The Co-Owners hereby agree that they hold the Lands as tenants-in-common, each as to an undivided interest and this Agreement shall govern and define their respective rights and obligations as Co-Owners of the Lands.

2.2 Trustee's Declaration of Trust - The Trustee hereby acknowledges that any interest it may have in the Lands by virtue of the title to the Lands being in its name shall be as trustee only for and on behalf of the Co-Owners.