

UNANIMOUS SHAREHOLDER AGREEMENT

THIS AGREEMENT made and effective the ____ day of _____, _____.

BETWEEN:

SHAREHOLDER1 residing at the City of _____ in _____, (hereinafter called "Shareholder1")

OF THE FIRST PART

AND

SHAREHOLDER2, residing at the City of _____, in _____, (hereinafter called "Shareholder2")

OF THE SECOND PART

AND

[CORPORATE SHAREHOLDER], a/an [jurisdiction] corporation having an office in the City of [city], [state/province] (hereinafter called "[Corporate Shareholder]")

OF THE THIRD PART

AND

CORPORATION, a body corporate, incorporated pursuant to the laws of _____, (hereinafter called the "Corporation")

OF THE FOURTH PART

WHEREAS:

- A. The Corporation carries on business in and has its head office located at [city], [state / province];
- B. The Corporation has an authorized share capital consisting of [description of authorized share classes and number of each];
- C. The Corporation issued the following shares to the Shareholders:

Shareholder	Shares
[outgoing shareholder]	[no. & class of shares]
[list rest of shareholders]	[nos. & classes of shares]

- D. The shares previously owned by [outgoing shareholder] have been bought by [incoming shareholder]; and
- E. The parties have agreed to enter into this Agreement to establish their respective rights and obligations in respect of the Corporation and its Shares.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

ARTICLE ONE - INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words or expressions shall have the following meanings respectively:

- (a) "Agreement" means this Agreement including the recitals and schedules and exhibits hereto as they exist from time to time and any agreement supplemental or ancillary hereto, and the expression "article", "section", "clause", "paragraph" or "subclause" followed by a number or letter means and refers to the specified article, section, clause, paragraph or subclause of this Agreement;
- (b) "Board of Directors" means the board of directors of the Corporation as set out in clause 2.2(a);
- (c) "Business" means the business of [description of Corporation's business];
- (d) "Common Shares" means any of the [description of class(es) and voting rights] Common Shares of the Corporation which are from time to time issued and outstanding;
- (e) "Encumbrances" means mortgages, liens, charges or any other encumbrances or any third party claims or interests of any nature;
- (f) "Preferred Shares" means any of the [description of class(es) and voting rights] preferred shares of the Corporation which are from time to time issued and outstanding;
- (g) "Shareholder" means any of Shareholder1, Shareholder2 or [Corporate Shareholder], or any other person who may acquire any Shares of the Corporation and become a party to this Agreement, and "Shareholders" means any two or more of such persons or all of them, as the context requires;
- (h) "Shares" means the Common Shares and Preferred Shares in the capital of the Corporation or any other shares or stock which the Corporation may at any time be authorized to issue, and includes any right, document or instrument (debt or otherwise), warrant or option giving to the holder, absolutely or contingently, any right to acquire any such Share;
- (i) "Shareholder's Loans" means the aggregate of any and all outstanding indebtedness of the Corporation to a Shareholder, howsoever incurred, whether now existing or hereafter arising.

1.2 Extended Meanings