

VOTING TRUST AGREEMENT

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

BETWEEN:

[NAME OF CORPORATION]
[address]
(the "Corporation")

OF THE FIRST PART

- and -

[NAME OF TRUSTEE]
[address]
(the "Trustee")

OF THE SECOND PART

- and -

Those Shareholders of the Corporation
listed in Schedule "A" hereto
(the "Shareholders")

OF THE THIRD PART

WHEREAS:

- A. The Shareholders have been allocated securities in the Corporation in connection with the completion of an offer to purchase and take over bid dated _____, which securities are subject to an escrow agreement dated _____.
- B. In order to comply with the requirements of The _____ Stock Exchange (the "Exchange") the Shareholders are desirous of depositing in trust certain securities of the Corporation owned or to be received by them in order that the Shareholders, in aggregate, may not exercise voting rights on greater than ##% of the issued and outstanding common shares ("Common Shares") of the Corporation.
- C. The Trustee has agreed to act as trustee on behalf of the Shareholders and to undertake and perform its duties according to the terms and conditions set out herein.

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 with each other as follows:

1. Each of the Shareholders hereby places and deposits in trust with the Trustee those of his other securities of the Corporation which are represented by the certificates described in Schedule "A" (the "Trust Shares") and the Trustee hereby acknowledges receipt of the Trust Shares. Each Shareholder further undertakes and agrees to deposit into trust any further securities of the Corporation which the Shareholder may receive as a stock dividend on the Trust Shares and to deliver to the Trustee immediately on receipt thereof any certificates issued for such further securities and any replacement certificates which may at any time be issued for any of the Trust Shares.
2. The Trustee shall issue a receipt to each of the Shareholders, setting out the number of securities held on behalf of each Shareholder by the Trustee subject to the terms of this Agreement.
3. The parties hereby agree that the Trust Shares and the beneficial ownership of or any interest in them and the certificate(s) representing them (including any replacement securities or certificates) shall

remain in trust and shall be released only in accordance with the terms hereof and on the written consent of the Exchange to the Trustee.

THIS IS A 3-PAGE AGREEMENT PLUS ATTACHMENT.