

WOULD YOU SIGN THIS SHAREHOLDERS' AGREEMENT?

If any shareholder dies, becomes disabled, critically ill or wants to retire

We, the undersigned, agree to the following

- 1. In the event of a shareholders' death, he/she may give their shares to whomever they choose.
- 2. There will be no obligation for shares to be redeemed by any other shareholder.
- 3. The new shareholder may take an active senior management role in our business.
- 4. He/she has the right to examine our books at anytime and question any item.
- 5. He/she may sell their shares to whomever they so choose without any need to give the current shareholders a first refusal.
- 6. In the event that a shareholder becomes sick or disabled, their income will continue.
- 7. Corporate evaluations need not be done but when they are, their personal accountant should decide on the valuation and if there is a disagreement, an Arbitrator be appointed whose findings are not binding unless a court ruling says it is.
- 8. Should a buyout occur, the ex-shareholder may immediately start a new company and will have the right to approach all our existing customers.
- 9. There is no need for a "non-disclosure" clause to be a part of this agreement.

Should we fail to do any of the above, the Shareholder or his family will have the right to sue me for failure to comply with this agreement.

Signed this day of, 2	20 at in the Province of
Partner/Shareholder #1	Witness
Partner/Shareholder #2	Witness
Partner/Shareholder #3	Witness

WITHOUT A WRITTEN AGREEMENT IN PLACE YOU'VE ALREADY AGREED TO THIS ONE.

Alternatively, you could call Barry Rebuck TEP, EPC at 905-944-0107 to discuss constructive alternative solutions to this agreement.

Or EMAIL US at: barry@rebuckandassociates.com