

THIS AGREEMENT entered into this 12 th day of February, 1994.

AMONG:

SIGNANT TWO HOLDINGS LTD.

a body corporate with an office in Calgary, Alberta
(the "Company")

-AND-

SHARYN ALMOND, of Calgary, Alberta

a Shareholder in the Company ("Sharyn")

-AND-

VICTOR TOUSIGNANT, of Calgary, Alberta

a Shareholder in the Company ("Vic")

-AND-

DUANE TOUSIGNANT, of Calgary, Alberta

a Shareholder in the Company ("Duane")

-AND-

DALE TOUSIGNANT, of Vernon, British Columbia

a Shareholder in the Company ("Dale")

-AND-

SHEILA TOUSIGNANT-BARNES, of Calgary, Alberta

a Shareholder in the Company ("Sheila")

-AND-

RHONDA TOUSIGNANT of Halifax, Nova Scotia

a Shareholder in the Company ("Rhonda")

UNANIMOUS SHAREHOLDERS AGREEMENT

1. BACKGROUND

- 1.1 The Company is a body corporate incorporated pursuant to the laws of the Province of Alberta on the 1st day of August, 1986;

- 1.2 The Company is the owner of property legally described as Lot 9 District Lot 686 Osoyoos (Formerly Kamloops) Division Yale District Plan 15329 and municipally described as Lot 9, Fintry Estates (the "Cabin").
- 1.3 Sharyn, Victor, Duane, Dale, Sheila and Rhonda (the "Original Six Shareholders") are Shareholders and Directors of the Company, there being no other Shareholders or Directors of the Company as of the date of execution of this Agreement;
- 1.4 The Parties wish to provide for certainty, predictability, and continuity in the control and management of the Company and the Cabin;
- 1.5 The Shareholders wish to provide for restrictions on the transferability of the Shares in the Company and establish mechanisms for the resolution of disputes which may arise between Shareholders of the Company;
- 1.6 The Shareholders intend, among other things, that their ownership of the Cabin be governed by this Agreement;
- 1.7 The Parties acknowledge that it was the intention of Alph and Eileen Tousignant, the previous owners of the Cabin, that the Cabin be owned by the Shareholders and their issue only and not by the spouse of any Shareholder or any unrelated person;
- 1.8 The Parties acknowledge that in the event the Share or Shares of any Shareholder in the Company or a Shareholder's Interest in the Cabin becomes the subject of any matrimonial property or similar litigation by any spouse or companion or former spouse or former companion of any Shareholder, the Interest of that Shareholder in the Company and in the Cabin shall be automatically forfeited to the other Shareholders.
- 1.9 Alph and Eileen Tousignant have the right to reside and use the Cabin for their joint lives (a "Life Estate").

In consideration of the mutual promises set out in this Agreement, the Parties agree as follows:

2. DEFINITIONS

- 2.1 "Act" means, The Business Corporations Act, Alberta, as amended from time to time and every statute that may be substituted for it, and in the case of any such amendment and substitution, any references in the Agreement to the Act shall be read as referring to the amended or substituting Act.

- 2.2 "Articles" means the Articles of Incorporation of the Company filed the 1st day of August, 1986 as from time to time amended or restated.
- 2.3 "Bylaws" means any bylaws of the Company from time to time in force and effect.
- 2.4 "Children" means natural, adopted and step children of any Shareholder.
- 2.5 "Company" means Signant Two Holdings Ltd., a corporation and its successors, incorporated August 1, 1986, under the laws of the Province of Alberta.
- 2.6 "Fees" means any Annual Assessment, Extraordinary Levy, User Fee, or Mortgage Payment or any other charge payable to the Company by any Shareholder.
- 2.7 "Directors" means the persons who are, from time to time in accordance with the terms of this Agreement and the Articles and By-Laws, duly elected or appointed Directors of the Company.
- 2.8 "Interest" of a Shareholder means all of the Shares owned by a Shareholder.
- 2.9 "Officers" means any officer of the Company.
- 2.10 "Parties" means the parties named or referred to on the first page of this Agreement who execute this Agreement, and all others upon becoming a Shareholder.
- 2.11 "Share" means any share of the Company of any class.
- 2.12 "Shareholder" means any person who is a holder of any Shares.
- 2.13 "Unanimous vote " means a unanimous vote of the Blocks described in paragraph 3.1 below.

3. SUBSCRIPTION FOR SHARES

- 3.1 The parties have subscribed for 6 blocks of 12 Common shares each ("Blocks") for a total of 72 Shares in the capital stock of the Company in the following amounts provided the Shareholder has executed this Agreement:

Sharyn Almond	12 Common ("Sharyn's Block")
Victor Tousignant	12 Common ("Vic's Block")
Duane Tousignant	12 Common ("Duane's Block")

Dale Tousignant	12 Common	("Dale's Block")
Sheila Tousignant-Barnes	12 Common	("Sheila's Block")
Rhonda Tousignant	12 Common	("Rhonda's Block")

- 3.2 Each Block shall be entitled to nominate one Director and to nominate one proxy for the purposes of voting on any resolution or Special Resolution and at the Annual General Meeting.

4. BOOKS AND RECORDS

The Minute Book and corporate records of the Company shall be kept at the registered office of the Company, as shown on the Notice of Address or Notice of Change of Address prevailing from time to time. The business and financial books and records of the Company shall be kept at the Company's principal office in Calgary, Alberta, and will be maintained in accordance with generally accepted accounting principles.

5. PRINCIPAL OFFICE

The Company shall have and maintain its principal office at #300, 1717 - 10 Street N.W., Calgary, Alberta T2M 4S2 or at such other address and location as may be determined by the Board of Directors.

6. PROHIBITIONS

No interest of a Shareholder shall be sold, transferred, assigned, pledged, hypothecated or encumbered by a Shareholder without the unanimous consent of the Shareholders and except in accordance with the terms of this Agreement.

7. CHANGE OF IDENTITY

Any transfer, sale, assignment, transmission, bequest, inheritance, mortgage, encumbrance or other disposition of Shares (excluding death) which has the result (directly or indirectly and either immediately or subject to the happening of any contingency) of changing the identity of any Shareholder shall be deemed to be a disposition by such Shareholder of his or her Interest whether or not that change of identity is voluntary or not.

8. SHARES OF THE COMPANY

The provisions of this Agreement relating to Shares of the Company shall apply to any Shares changed, reclassified, redivided, redesignated, redeemed, subdivided, or consolidated, to any Shares or securities that are received by the Shareholders as a stock dividend or distribution payable in Shares or securities of the Company and to any Shares or securities of the Company or of any successor or continuing company or

corporation that may be received by the Shareholders on a reorganization, amalgamation, consolidation or merger, statutory or otherwise.

9. **FORFEITURE**

If any Interest of any Shareholder ever becomes the subject of domestic litigation, estate litigation, or any other legal dispute involving any of the Shareholders and a current or former spouse, or current or former common-law partner, the Interest of that Shareholder shall be automatically forfeited back to the Company.

10. **REISSUANCE OF SHARES**

If a Shareholder, for whatever reason, forfeits his or her Interest, that Shareholder or his or her children may reapply for reissuance of the Interest and the remaining Shareholders may, at their sole discretion, by unanimous approval, allow an Interest to be reissued upon payment on an amount which would include, at a minimum, a proportionate Share of the Annual Assessments, Extraordinary Levies, Mortgage Payments and other charges payable by the Shareholders in intervening years plus interest at the Bank of Canada prime rate plus 5%. The amount shall be in the sole discretion of the remaining Shareholders and must be set by unanimous vote of the Shareholders.

11. **TRANSFER ON DEATH**

A Share may only be left to a sibling or the Children of a Shareholder or a descendant of the Original 6 Shareholders. If a Share would, for whatever reason, go to a third party (not including a child or step-child) that Share shall be automatically forfeited if not sold pursuant to the provisions of paragraphs 12 - 19 below.

12. **OFFER TO PURCHASE**

In the event that any Shareholder of the Company (referred to as the "Offeror") desires to dispose of any Shares in the Company (the "Offered Shares"), the Offeror shall make an offer in writing to all other Shareholders (collectively referred to as the "Offerees") to sell them the Shares of the Offeror desired to be sold on a pro rata basis in proportion to each Offeree's direct Share holdings in the Company. Such offer shall specify and incorporate the exact terms and conditions of the proposed sale.

13. **PURCHASE PRICE**

The formula for valuing a Share shall be to take the most recent assessed value of the Cabin less notional real estate commissions payable if the cabin were to be sold at that value (calculated at 7% on the first \$100,000.00 and 3% on the balance) less an allowance of \$1,000.00 for legal fees and disbursements on the notional sale, less any

Transfer Tax payable if the Cabin were to be sold at the assessed value divided by the number of outstanding Common Shares divided by 2.

14. ACCEPTANCE OF OFFER

Each Offeree may accept the offer with respect to the Shares offered within ten days after its receipt and if no acceptance is received from such Offeree within the ten day period, the offer to sell shall be deemed to have been refused by that Offeree. If at the expiry of such ten day period, the offer to sell has not been accepted in full by all Offerees, the Offeror shall be deemed to forthwith offer the remaining unaccepted portion of the Shares to those Offerees who accept a part of the original offer and such Offerees shall have a further ten day period to accept the further offer pro rata according to each Offeree's direct Share holdings.

15. UNACCEPTED SHARES

If any offered Share or Shares still remain unaccepted after the further ten day period, this process shall be repeated until either all of the Offered Shares have been accepted or until no party will accept an offer to sell all or part of the Offered Shares in which event the Offeror shall have the option of either retaining the unsold part of the Offered Shares or to forfeit them to the remaining Shareholders on a pro rata basis in proportion to each Offeree's direct Share holdings. The Directors shall have the right to split the Shares in order to accommodate a partial sale of a Shareholder's Interest.

16. RIGHTS OF OFFEREES

If pursuant to this Article, any Shares of the Company are offered for sale to more than one Offeree, each of the Offerees shall be entitled to accept a number of Shares equal to the number the Shares being offered for sale which are owned by such Offerees immediately prior to the making of such offer, bears to the total number of Shares owned by an Offeree immediately prior to an offer. There shall be included in determining the number of Shares owned by an Offeree, Shares which the Offeree has previously agreed to purchase. Offerees shall have up to 3 months to provide the purchase funds.

17. DISPOSITION

For the purpose of this Agreement "Disposition" shall be deemed to occur when:

- (a) a Shareholder is petitioned into bankruptcy or make an assignment for the benefit of his creditors;
- (b) a Shareholder is judged by a court of competent jurisdiction to be insane or incompetent to handle that Shareholder's own affairs;

- (c) there has been a change of identity of a Shareholder as defined in paragraph 7 above;
- (d) any Share is seized or attached in any way for the payment of any judgment or order; or
- (e) on the death of a Shareholder, any Share would otherwise pass to anyone other than a Child or sibling of the Shareholder, or a descendant of the Original Six Shareholders.

18. OPTION

The Disposition by a Shareholder (herein referred to as the "Disposing Shareholder") of his or her Interest or any portion of it shall be deemed to be a grant to the other Shareholders of an option to purchase such Interest (or portion thereof which is the subject of the Disposition) on the date immediately preceding the date of a Disposition as described in paragraph 17. The purchase price shall be as set out in paragraph 13 above. The option period shall be twenty days and shall commence to run from the date upon which the other Shareholders receive actual notice of the Disposition upon which the option arises. Notice of exercise of the option shall be by written notice given to the Disposing Shareholder. Any transaction arising out of this section shall be closed at the registered office of the Company at such time as shall be agreed among the applicable parties and, in default of agreement, on the earliest date (in this section called the "closing date") specified by one or more of the Accepting Shareholders (as hereinafter defined) which shall not, however, be later than thirty days following the receipt by the Disposing Shareholder of the Notice of exercise of the option.

19. CLOSING

On the closing date, the Disposing Shareholder shall deliver to the other Shareholders who have elected to exercise the within option (such Shareholders being herein referred to as the "Accepting Shareholders") duly endorsed transfers of the Shares being purchased with good title thereto and free and clear of any lien, claim, encumbrance, equity or charge whatsoever against payment by the Accepting Shareholders. On the closing date, the Accepting Shareholders who have given notice of exercise of the option pursuant to Article 5.02 shall determine whether, in what manner and to what extent each of them shall acquire the Shares of the Disposing Shareholder. In default of agreement, the Shares of the Disposing Shareholder shall be acquired by the accepting Shareholders on a pro rata basis in proportion to each of the Accepting Shareholders' direct Share holding of the class of Shares in question.

20. FINANCIAL CONTRIBUTION

- 20.1 Each Shareholder shall contribute annually on June 1 an amount (the "Annual Assessment") which shall be adjusted from time to time by a special resolution passed by a majority vote of the Shareholders.
- 20.2 In addition to the Annual Assessment, the Shareholder's by resolution passed by a majority of Shareholders, may require an additional amount (the "Extraordinary Levy") which shall be due and payable within 30 days of receipt by the Shareholders of notice of the levy.
- 20.3 The Annual Assessment shall initially be set at \$500.00 plus an Extraordinary Levy of \$300.00 to cover the costs of incorporating the Company and transferring the Cabin to the Company. For the present year only, the Annual Assessment and Extraordinary Levy shall be payable as follows:
- | | |
|----------|-----------------------------|
| \$350.00 | Upon signing this Agreement |
| \$350.00 | On June 1, 1994 |
| \$100.00 | On September 1, 1994 |
- 20.4 The Annual Assessment shall cover the costs of administering the Company and the upkeep and repair of the Cabin and the balance shall be held in reserve for future upkeep, repair and renovation of the Cabin.
- 20.5 There shall be a fee payable by every Shareholder for any use of the Cabin exceeding 72 hours in duration (the "User Fee"). Payment of the User Fee shall be voluntarily calculated and forwarded to the Administrators as soon as possible after such extended use. The User Fee shall at the outset be set at \$5.00 per night per person and may be increased by way of a resolution passed by a majority of the Shareholders.
- 20.6 The User Fee shall be waived for Dale and his family in view of their significant contribution to the Cabin throughout the year.
- 20.7 If any repairs are required to the Cabin, the following guidelines shall apply:
- 20.7.1 Any repairs which are urgent or are of a value less than \$500.00 may be effected by any Shareholder who will be reimbursed from the Fintry Fund.
- 20.7.2 Any repair in excess of \$500.00 will be handled in conjunction with Dale who shall endeavour to obtain at least two quotes which

shall be presented to the Administrators who shall have the discretion to authorize the repairs.

20.8 Payment for the purchase of the Cabin shall be made as follows:

20.8.1 Vendor take-back mortgage in the amount of \$30,000.00, payment of principle only (\$300.00 per month for 100 months (commencing January 1, 1995); and

20.8.2 Promissory Notes executed by the Shareholders each in the amount of \$20,000.00.

20.9 Each Shareholder shall be responsible for a share of the mortgage (the "Mortgage Payment") pro-rated to the number of Shares held by that Shareholder and the Mortgage Payment may be increased by resolution passed by a majority of the Shareholders. Payment shall be by way of post-dated cheques, provided annually by December 1.

20.10 Monies paid by any Shareholder to the Fintry Fund shall be credited in the following order:

20.10.1 To Mortgage Payments due;

20.10.2 To Extraordinary Levies due;

20.10.3 To Annual Assessments due;

20.10.4 To User Fees due;

20.10.5 To any other charge payable to the Company.

20.11 All Fees paid by Shareholders shall be deposited into a bank account maintained by the Administrators (the "Fintry Fund").

20.12 The Fintry Fund and the day to day running of the Cabin shall be administered by two Shareholders (the "Administrators") who shall be elected by a simple

- 20.15 All Fees not paid on a timely basis shall attract interest at the annual rate of Bank of Canada prime plus 5% compounded annually and shall be charges against that Shareholders Interest and any default continuing for 15 months shall result in that Shareholder forfeiting his or her Interest in the company.

21. USE GUIDELINES

The Shareholders and their families and guests shall abide by guidelines (the "Use Guidelines") as set out in Schedule "A" which may be amended from time to time by simple majority vote of the Shareholders.

22. EFFECTIVE DATE

Notwithstanding the date of the execution, this Agreement shall be effective as of the 12th day of February, 1994 , and shall continue in full force and effect until termination by agreement amongst the Shareholders by a majority vote.

23. ENDORSEMENT ON SHARE CERTIFICATES

Any and all certificates representing Shares now or hereafter owned by the Shareholders during the currency of this Agreement (whether such Shares are issued initially or with respect to transfer or otherwise) shall have endorsed thereon in bold type the following legend:

**"THE SHARES REPRESENTED BY THIS CERTIFICATE
ARE SUBJECT TO THE PROVISIONS OF A UNANIMOUS
SHAREHOLDERS AGREEMENT MADE THE 12th DAY OF
FEBRUARY, 1994, AND SUCH SHARES ARE NOT
TRANSFERABLE ON THE BOOKS OF THE COMPANY
EXCEPT IN COMPLIANCE WITH THE TERMS AND
CONDITIONS OF SUCH AGREEMENT."**

24. ARBITRATION

In the event that any disagreement arises between the parties hereto with reference to this Agreement or any matter arising hereunder and upon which the parties cannot agree, then such dispute shall be referred to arbitration in accordance with the provisions of The Arbitration Act or other similar legislation in force in the Province of Alberta from time to time.

25. **MUTUAL INDEMNIFICATION**

Each of the Shareholders severally agrees to indemnify each of the other Shareholders against and reimburse each of such other Shareholders for any liabilities which such other Shareholder may incur or become subject to, and amounts which such other party may pay or be required to pay which are in excess of such Shareholder's proportionate Share of the liabilities and obligations of the Shareholders under the terms of this Agreement; provided that nothing contained in this paragraph shall in any way be deemed to or shall require any Shareholder to incur any liability or provide any funds other than as may be expressly provided for herein.

26. **EFFECT OF AGREEMENT**

Each of the Shareholders shall vote or cause to be voted, the Shares owned by him in such a way so as to fully implement the terms and conditions of this Agreement and shall, if any Director for any reason refuses to exercise his discretion in accordance with the terms of this Agreement, forthwith take such steps as are necessary to remove each such Director.

27. **DEEMED CONSENT**

Each of the Shareholders shall be deemed to have consented to any transfer of Shares made in accordance with this Agreement and each covenants and agrees to waive any restriction on transfer contained in the Articles or Bylaws of the Company in order to give effect to such transfers.

28. **CONFLICT**

In the event of any conflict between the provisions of this Agreement, on the one hand, and the Articles and Bylaws of the Company on the other, the provisions of this Agreement shall govern. Each of the Shareholders agree to vote or cause to be voted the Shares owned by him so as to cause the Articles or Bylaws, or both, as the case may be, to be amended to resolve any such conflict in favour of the provisions of this Agreement.

29. **HEADINGS**

Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

30. **CONSTRUCTION**

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 genders and words importing persons shall include companies, corporations, partnerships, syndicates, trusts, and any number or aggregate of person, as the context may require.

31. **DEFINED TERMS**

Words and phrases used in this Agreement and not defined herein have the same meaning assigned to them in the Act.

32. **SEVERABILITY**

Should this Agreement or any part hereof be found by a court of competent jurisdiction to be void or invalid, illegal or otherwise unenforceable, so much of this Agreement shall be severable as to delete such voidability, invalidity, illegality or unenforceability, and the remainder of this Agreement shall remain in full force and effect.

33. **GOVERNING LAW AND CHOICE OF FORUM**

This Agreement shall be governed in all respects by the laws of Canada and the Province of Alberta. The courts of the Province of Alberta shall have exclusive jurisdiction with respect to any litigation in which the rights or obligations of Shareholders with respect to each other or with respect to the Company are in dispute, and the Parties do hereby irrevocably submit to the jurisdiction of the courts of the Province of Alberta.

34. **NON-WAIVER**

No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the parties hereto in the observance of the performance of any part of this Agreement shall not extend to or be taken in any manner to affect any other default.

35. NOTICES

Any notice or other communication required or permitted to be given by any party hereto to any other party shall be in writing and shall be delivered personally or by prepaid registered mail addressed to the party to which it is to be given as follows:

35.1 If to the Company, at the registered office of the Company;

35.2 If to a Shareholder, at the address of such Shareholder last appearing on the records of the Company.

Every notice shall be deemed to have been duly given on the date of delivery or, if sent by mail, at the expiration of seven business days after a prepaid envelope containing the notice has been placed in the registered mail but in the event of interruption or apprehended interruption of postal service, all notices shall be delivered personally.

36. NOTICE BY CORPORATION OF AGREEMENT

The Company by its execution hereof hereby acknowledges that it has actual notice of the terms of this Agreement, consents to the Agreement, and covenants with each of the Shareholders that it will at all times be governed by this Agreement.

37. BINDING ON ESTATES

This Agreement shall continue to the benefit of and be binding upon the Parties and their respective heirs, successors, administrators and assigns.

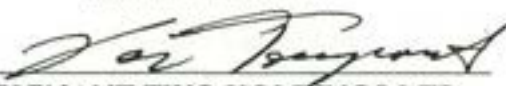
38. AMENDMENT

Unless otherwise stated in this Agreement, all of the provisions of this Agreement may only be amended by the unanimous vote of the Shareholders.

39. EXECUTION

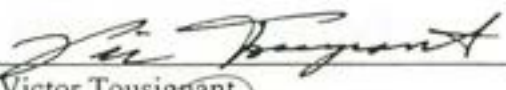
This Agreement may be executed in any number of counterparts by any one or more of the parties. Each executed counterpart shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

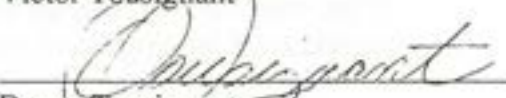
IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

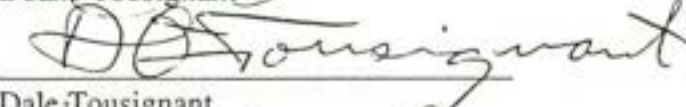

SIGNANT TWO HOLDINGS LTD.

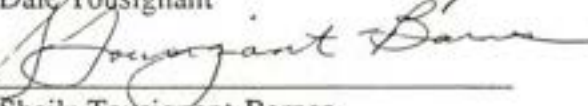
Per: Victor Tousignant
Director

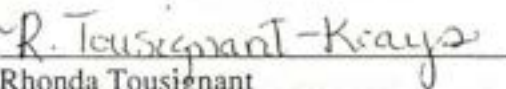

Sharyn Almond


Victor Tousignant


Duane Tousignant


Dale Tousignant


Sheila Tousignant-Barnes


Rhonda Tousignant

SCHEDULE "A"

1. On or before March 1 of each year, the Blocks of Shareholders shall advise the Administrators whether or not they wish to book time at the Cabin for the following summer. The Administrators shall then divide the summer into as many periods as there are Blocks of Shareholders interested in booking time. The Blocks of Shareholders shall then have their choice of time slots based upon the order set out in paragraph 2 of this Schedule. Any Block electing not to select a period of use shall forfeit his or her choice for that year and shall not be entitled to a replacement choice in the following year.

2. The order of selecting periods of use shall be Rhonda's Block, Sharyn's Block, Duane's Block, Sheila's Block, Vic's Block and Dale's Block on the following rotation. The Block having first choice in any year shall drop to the bottom of the rotation for the following year.

Rhonda's Block - 1995

Sharyn's Block - 1996

Duane's Block - 1997

Sheila's Block - 1998

Vic's Block - 1999

Dale's Block - 2000

etc.

3. Aside from the summer months, use of the Cabin shall be on a first come, first served basis by arrangement with the Administrators.

4. During the period each Shareholder uses the Cabin for an extended period of time, he or she shall assist with on-going maintenance or cleaning, or by performing other tasks; for example, mowing the lawn, weeding the beach, cleaning the oven and rugs, or washing the windows.

5. Any of the supplies at the Cabin which are consumed by any Shareholder shall be replaced by the Shareholder, including replacement of gas and oil.

6. At the conclusion of each use of the Cabin, it shall be left in a clean and orderly state and garbage removed from the property. If Cabin linens are used, they shall be washed at the conclusion of such use.

7. During any periods of use, the Cabin shall be preserved in its present state as best as possible and shall be left clean and orderly for the next user. Any renovation or removal of materials or household effects shall require the prior approval of the Administrators.

8. When long distance telephone calls are placed, a Calling Card shall be used.

9. If at all possible, Shareholder's shall provide wood to replace that consumed by the Shareholder. The value of a load of firewood shall be initially set at \$80.00 and any Shareholder hauling a pickup truck full of firewood shall be entitled to a credit of \$80.00 against his or her User Fee only. That credit may be invoked once in any calendar year, and may not go towards any other Fee.
10. With the assistance of Dale, Sheila and Dad, a manual shall be drawn up including standard Cabin opening and closing procedures, appropriate mixtures for various motors and any other information relevant to the day-to-day operation of the Cabin.
11. No child of any Shareholder under the age of 19 shall attend at the Cabin unsupervised.
12. The cost of maintaining and insuring the truck, if any, shall be born by the Shareholders.
13. No one under the age of 19 may operate the motorboat. A Shareholder who allows anyone under the age of 19 to operate the motorboat shall indemnify the other Shareholders for any loss arising as a result of that use.
14. Mom and Dad shall be welcome to attend at the cabin at any time, including during any extended period of use by any Shareholder.
15. The Shareholders shall consult with Mom and Dad in regards to every major decision affecting the Cabin.

DATED this 12th day of February, 1994.

AMONG:

SIGNANT TWO HOLDINGS LTD.

a body corporate with an office in Calgary, Alberta
(the "Company")

-AND-

SHARYN ALMOND, of Calgary, Alberta
a Shareholder in the Company ("Sharyn")

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