Request to Determine the Fair Market Value of Shares

This Request to Determine Fair Market Value of Share Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [SHAREHOLDER]** (the "Shareholder"), an individual with his main address located at OR a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [YOUR COMPLETE ADDRESS]

1. **FAIR MARKET VALUE OF THE CLASS A SHARES**
	1. For the purposes of this Agreement, the Fair Market Value of the Class A shares (the “Subject shares”), shall be determined as follows and shall not take into account any minority discounts:
		1. After [NUMBER] of days after either shareholder is notified from the other shareholder that a determination of Fair Market Value of the Subject shares is required under the terms of this Agreement (the “Determination Notice”), each shareholder must submit a written evaluation of its determination of what is a Fair Market Value to the Auditors.
		2. if one shareholder does not submit its evaluation as and when provided for in subparagraph 1.1.1 above, the Fair Market Value of the Subject shares, for all purposes of this Section, shall be the evaluation submitted pursuant to subparagraph 1.1.1 above by the other shareholder;
		3. however, if each of the shareholders submits its evaluation the Fair Market Value of the shares can be determined by calculating the average between each shareholder’s evaluation as long as there is less than a [PERCENTAGE] difference between the submitted evaluations.
		4. If it is the case that there is more than a [PERCENTAGE] difference between the submissions, then an Evaluation Panel will take place where the shareholders can come together to determine the Fair Market Value of the Subject shares;
		5. Each of the shareholders, by written notice to the Auditors delivered no later than [NUMBER] days after the delivery of notice by the Auditors, shall designate an evaluator (the “Evaluator”); this evaluator listed in the most recent list of Third Evaluators;
		6. if both shareholders designate an Evaluator within the [NUMBER]-day period, either shareholder may request the party whose name appears first on the current List of Third Evaluators to act as Third Evaluator on the Evaluation Panel. If the first party refuses or is unable to act, then the second and if it refuses or is unable to act, then the third and if it refuses or is unable to act, then the fourth; upon selection of the Third Evaluator, the Evaluator Panel will be constituted on such date comprising the three Evaluators so designated; if, at any time, any Evaluator shall resign, it may be replaced by the party designating it or, if the Third Evaluator resigns, it shall be replaced by the next Third Evaluator on the then current List of Third Evaluators, provided that in no case will the time limits herein set forth be extended to accommodate such replacement;
		7. the Evaluation Panel shall, within [NUMBER] days after it is constituted, deliver to the Auditors, a written submission pertaining to the methods agreed upon by the Evaluators for the purposes of the determination of the Fair Market Value of the Subject shares (the “Methods of Evaluation”); in the event that the Evaluators cannot agree on such Methods of Evaluation, the method determined by the Third Evaluator shall be the written submission for this purpose; notwithstanding any provisions to the contrary, such Methods of Evaluation shall have to set a price for the Fair Market Value of the Subject shares, which price should not take into account the existence of any Special Purchaser as this expression is hereinafter defined in subparagraph 1.1.14;
		8. the shareholders may, within [NUMBER] days after the receipt of such written submission, by unanimous agreement, instruct the Auditors by notice in writing to submit a proposal in writing (the “Proposal”) to the Evaluators setting out alternative methods of Evaluation which the Evaluation Panel shall use in place of the written submission under subparagraph 1.1.6 above; in the event that a Proposal is not submitted to the Evaluators within the time provided for, the Evaluators shall be authorised and instructed to proceed with the Evaluation in accordance with the written submission under subparagraph 1.1.6 above; each of the Evaluators shall submit its respective Evaluation report (the “Evaluation Reports”) in writing to the Auditors and to the shareholders within [NUMBER] days (the “Evaluation Period”) after the final determination of the Methods of Evaluation;
		9. for the purposes of this Section, the Fair Market Value of the Subject shares shall be the one Evaluation which is neither the highest nor the lowest of the three Evaluations submitted within the Evaluation Period, or if only [NUMBER] Evaluations are submitted within the Evaluation Period, shall be the average of such two Evaluations, or if only one Evaluation is submitted within the Evaluation Period, shall be that Evaluation (the “Binding Evaluation Report”);
		10. for the purposes of this Section, the shareholders hereby agree that the “List of Third Evaluators” shall be the following (or in each case, their respective affiliates in the appropriate jurisdictions as the Third Evaluator may determine):
2. [INDIVIDUAL NAME], Chartered Accountant;
3. [INDIVIDUAL NAME], Chartered Accountants;
4. [INDIVIDUAL NAME], Chartered Accountants;
5. such other qualified party designated by a Judge of the [STATE/PROVINCE] Superior Court for the district of [NAME OF THE CITY] on application by either shareholder;

The shareholders may at all times, by unanimous consent, change the List of Third Evaluators to the Auditors duly signed by the shareholders; the shareholders hereby agree that all Evaluators designated pursuant to this Section shall be independent experts and not associated with either of the shareholders or any of their affiliates, shall be recognised professionals in the field of business evaluations and shall be members of a recognised professional order; and if any evaluator listed in the then current List of Third Evaluators does not meet these criteria, it will automatically be deleted from the then current List of Third Evaluators;

* + 1. the Third Evaluator who accepts to act shall, within [NUMBER] days of receiving notice in writing by the Auditors deliver written notice to the Auditors and the shareholders signifying its acceptance and setting out the amount of its reasonable remuneration; if either shareholder does not accept the amount of remuneration specified by such Third Evaluator, such shareholder may request, within [NUMBER] days of receiving the written notice from the Third Evaluator, that the next Third Evaluator on the List of Third Evaluators be appointed in place of the Third Evaluator previously appointed;
		2. each of the designated Evaluators shall, upon accepting the position of Evaluator, sign and deliver to the Auditors an undertaking to proceed to its Evaluation with the utmost confidentiality and secrecy and not to communicate, directly or indirectly, with the other Evaluators nor with any third party with respect to any information relating to its Evaluation (except the Methods of Evaluation which shall be determined in accordance with this Section) and this before the delivery of the Evaluation reports of the Evaluators to the Auditors;
		3. all professional fees payable to each of the first two Evaluators shall be borne by the shareholder appointing it and the fees payable to the Third Evaluator shall be borne by the shareholders equally;
		4. the shareholders shall co-operate with the Evaluators and supply all necessary information as may be reasonably requested in order to enable the Evaluators to perform their work, subject to appropriate measures to maintain confidentiality;
		5. for the purposes of the present Section, “Special Purchaser” means a person or a group of persons who, for one or several reasons, is willing to pay a price for the Subject shares higher than any other purchaser would pay, because, among other things, of its desire to obtain information on a competitor, or its ability to generate higher earnings as a result of economies of scale available to such purchaser following the acquisition, or of a reduction of risk, following the acquisition, resulting from the elimination of competition, the acquisition of an assured source of supply, or the retention of a viable market or key personnel.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

SHAREHOLDER COMPANY

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title