

CA-CPsha10

Shareholders' agreement: property management corporation

Agreement between shareholders for the regulation of

[Corporation name]

Dated: [date]

Agreement between shareholders for the regulation of

[Corporation name]

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1. Definitions

These definitions apply unless the context ■■■■■■■■■■■■■■■■■■■■■■ :

*Please keep in place the relevant act reference according to ■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■ .*

For federal law

“Act” means the Canada Business Corporations Act 1985 or any subsequent ■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■ .

For Ontario users

“Act” means the Business Corporations Act 1990 or any subsequent additions, ■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■ .

OR for Manitoba users

“Act” means the Corporations Act 1987 or any subsequent additions, ■■■■■■■■■■■■■■■■■■■■■■
■■■ .

OR for Alberta users

“Act” means the Business Corporations Act 2000 or any subsequent additions , ■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■ .

OR for British Columbia users

“Act” means the Business Corporations Act 2002 or any subsequent additions , ■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■ .

OR for Saskatchewan users

“Act” means the Business Corporations ■■■■■ 1978 ■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■ , ■■■■■■■■■■■■■■■■■■■■■■
■■■■■■■■■■■■■■■■■■■■■ .

.....
■ .

2.9. [except where stated otherwise],
.....
..... .

2.10. a reference to the knowledge, information, belief or awareness
.....
, ,
..... .

2.11. a reference to an act or
.....
..... .

2.12. this agreement is made only in the English language. If there is any
.....
..... ,
..... .

3. Relationship of parties

3.1. This agreement contains the entire agreement between the parties in relation to the management of the Building.
..... .
..... , ,
..... ,
..... .

3.2. Each Shareholder undertakes to use his
..... ,
..... .

3.3. In every case
..... :

3.3.1 they shall be
..... ;

3.3.2 in the exercise of any power or vote in connection with the management of the Corporation, whether or
..... ,
..... ,

7. The [Peterkin] Period

Only during the [] :
:

7.1. All Shareholder rights, except [Peterkin's] rights, shall .
 [] (" ").

7.2. No Shareholder except [] .

7.3. The [Peterkin] Director .

7.4. All expenses incurred by [] [] .

7.5. After legal completion of the last lease in the Building to , [] .

7.6. At that , [] :

7.6.1 present accounts of the Corporation [] ;

7.6.2 provisionally appoint qualifying directors

7.6.3 resign as a Director.

7.7. Upon that resignation, [] .

8. Special voting rights

8.1. Every reference in this agreement to a percentage of voting rights , , .

8.2. A shareholder shall be treated as present provided he , , .

Signed by [full name], a shareholder:

.....
.....

12. Proxy votes

The law requires that you enable proxy voting.
.....

The question of absence through holidays or sickness is often overlooked. It is likely that the articles cover the situation at meetings, but will not cover other situations. You need to be able to appoint someone to vote your shares if
.....,
.....
.....

A proxy votes his principal's shares. He stands in the shoes of the principal only for the purpose
.....
.....

We have provided that no person shall be proxy for more than one
.....
.....

13. Corporation's obligations

The corporation and the shareholders are parties. Although the corporation can act only through
.....
.....
.....,

14. Shareholders' obligations

Edit as you require.

15. Actions requiring shareholder

This paragraph is most important. In
.....
.....
.....

16. Confidentiality

