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# Share Repurchase Agreement

by Documatica Legal Forms Inc.

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THIS SHARE REPURCHASE AGREEMENT (the "Agreement") is hereby executed this 16th day of December, 1977 (the "Execution Date")

**BETWEEN:**

Jewel Kerr  
of  
3491 Thornhill Loop  
Brantford, New Brunswick  
Z1H 1L0

*(the "Seller")*

*OF THE FIRST PART*

- AND -

Taneka Snow  
of  
2134 Somerville Court  
Granby, Yukon Territory  
A5G 9C0

*(the "Corporation")*

*OF THE SECOND PART*

## 1. BACKGROUND

The Seller is the owner of a total of 46909 Class G Non-Voting shares (the "Shares") of Taneka Snow (the "Corporation").

The Seller desires to sell the Shares to the Corporation and the Corporation desires to repurchase the Shares from the Seller.

IN CONSIDERATION OF and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

## 2. PURCHASE PRICE

The Seller agrees to sell and the Corporation agrees to purchase all the rights, title,

interest, and property of the Seller in the Shares for \$740.00 Canadian Dollars (CAD) (the "Purchase Price").

Upon closing of this agreement, the Corporation will pay the Seller the amount of \$740.00 Canadian Dollars (CAD) as a single lump sum.

Payment will be made by Cash.

### 3. CONSIDERATION

By this Agreement the Seller understands and agrees that the consideration provided by the Corporation to purchase the Shares is fair, reasonable and just, and that no additional consideration or compensation will be required with regard to the purchase of the Shares.

### 4. SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller warrants and represents to the Corporation the following:

1. The Shares are free of any lien, encumbrance, security interests, charges, mortgages, pledges, or other restrictions. The Seller is the owner in clear title of the Shares and is able to transfer clear title to the Corporation.
2. The Seller is not bound by any agreement that would prevent any transactions connected with this Agreement.
3. To the Seller's knowledge, there is no legal action or suit pending against any party that would materially affect this Agreement.
4. Following Closing of this Agreement, the Seller relinquishes all rights, interest, and title in the Shares.

### 5. CORPORATION'S REPRESENTATIONS AND WARRANTIES

The Corporation warrants and represents to the Seller the following:

1. The Corporation is permitted to enter this Agreement and will not be in violation of its incorporation documents or corporate bylaws by doing so.
2. This Agreement does not violate any relevant federal or provincial statutes or legislation, including securities acts and regulations.
3. The Corporation is not bound by any agreement that would prevent any transactions connected with this Agreement.

4. To the Corporation's knowledge, there is no legal action or suit pending against any party that would materially affect this Agreement.
5. If approval by the Corporation's Shareholders is necessary for the completion of this Agreement, approval will be obtained prior to the Closing Date.

## 6. CLOSING

The closing of the purchase and sale of the Shares (the "Closing") will take place on 1989-05-26 (the "Closing Date") at Burlington.

At Closing and upon the Corporation paying the Purchase Price in full to the Seller, the Seller will duly execute the transfer the Shares to the Corporation.

## 7. VOTING RIGHTS

The Seller will own any right to vote associated with the Shares before the Closing of this Agreement. The Corporation will own any right to vote associated with the Shares after the Closing of this Agreement.

## 8. DIVIDENDS

The Seller will own any dividends earned by the Shares and payable before the Closing of this Agreement. The Corporation will own any dividends earned by the Shares and payable after the Closing of this Agreement.

## 9. EXPENSES

The Seller and Corporation agree to pay all their own costs and expenses in connection with this Agreement.

## 10. FINDER'S FEES

The Seller and Corporation will not pay finder's fees to each other or to any other individual in connection to this Agreement.

All parties to this Agreement affirm that no broker, investment banker, or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission as a result. The parties to this Agreement indemnify and hold harmless all other parties to this Agreement with regard to any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

## 11. GOVERNING JURISDICTION

This Note is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the Province of British Columbia. The Seller and the Corporation hereby attorn to the jurisdiction of the Courts of the Province of British Columbia.

## 12. SEVERABILITY

If a court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, it is the desire of both parties that any modifications made to these provisions by a court of competent jurisdiction be made only to the extent necessary to ensure that the provisions are enforceable, as determined by the reasonable judgement of the court.

Should any provisions in this Agreement be invalid or unenforceable, those provisions shall have no bearing on the remaining provisions of the agreement. All other provisions will be valid, and fully enforceable; further, any partially unenforceable provisions will be enforced to as great an extent as possible.

## 13. BINDING EFFECT

The covenants and obligations set forth in this Agreement shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of the Seller and the Corporation.

## 14. ASSIGNMENT

Neither the Seller nor the Corporation may assign this Agreement or any interest herein without the prior written consent of the other party.

## 15. TERMINATION

If this Agreement is not executed by the Closing Date through no fault of either party, then all responsibilities and obligations set forth herein will cease with no liability to either party.

## 16. COUNTERPARTS

This Agreement may be executed in counterparts.

## 17. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the transaction between the Seller and the Corporation. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral. Both the Seller and the Corporation acknowledge that they have relied upon their own inspection, investigation and judgement in entering into this Agreement.

(This space intentionally left blank)

IN WITNESS WHEREOF the Seller and Corporation have duly affixed their signatures under hand and seal on this 16th day of December, 1977.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Jewel Kerr

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Witness:

Per: \_\_\_\_\_  
(SEAL) Taneka Snow

\_\_\_\_\_  
(Date)