

SHAREHOLDER AGREEMENT

THIS SHAREHOLDER AGREEMENT (this "Agreement") is entered into this 8th day of November, 2000, by and among The Canopy Group, Inc., a Utah corporation (the "Corporation"), Raymond J. Noorda, Trustee under Declaration of Trust dated 10/8/80, as amended, Lewena Noorda, Trustee under Declaration of Trust dated 10/8/80, as amended, and Ralph J. Yarro (hereinafter the parties hereto as well as any additional future holders of the Corporation's shares of capital stock (as permitted under this Agreement), are sometimes hereinafter referred to collectively as "Shareholders" and all of the shares of capital stock of the Corporation, legally or beneficially owned by the Shareholders, including any shares hereinafter acquired by any of them are referred to as the "Shares").

A. Raymond J. Noorda, Trustee, and Lewena Noorda, Trustee (hereinafter collectively referred to as "the Noordas"), presently own as co-trustees all of the issued and outstanding capital shares of the Corporation consisting of 10,000 shares of Class A Common Stock and 9,990,000 shares of Class B Common Stock;

B. Ralph J. Yarro ("Yarro") holds an option from the Corporation to purchase 10,000 shares of Class A Common Stock and 9,990,000 shares of Class B Common Stock; and when the option is exercised, the shares issued pursuant thereto will be subject to the terms of this Agreement. Simultaneous with the execution of this Agreement, Yarro is exercising his option to purchase 10,000 shares of Class A Common Stock. For purposes of this Agreement, Yarro shall be deemed to be a Shareholder having the rights and obligations hereunder.

C. The Noordas, Yarro and the Corporation desire to enter into this Agreement and put into place certain corporate governance requirements during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. Management of the Corporation. The Shareholders shall take such action, as shareholders, directors and officers of the Corporation, as may be necessary, required or appropriate to accomplish the following:

(a) For so long as all of them are willing and able to serve as directors of the Corporation, each of the Noordas and Yarro shall be elected as directors of the Corporation.

(b) If any member of the group consisting of the Noordas and Yarro shall, during the term of this Agreement, be unwilling or unable to serve as a director of the Corporation (by reason of death, incapacity, resignation or otherwise), then the three directors of the Corporation shall be appointed as follows:

(i) The Noordas (if both of them are then living and are not incapacitated) shall appoint two of the three directors of the Corporation.

(ii) The Noordas (if either of them has died or become incapacitated) shall appoint one of the three directors of the Corporation.

(iii) Yarro (or the rightful successor to Yarro's shares of Class A Common Stock) shall appoint one of the three directors of the Corporation.

(iv) The third director shall be appointed by mutual agreement of the two directors who are appointed under paragraphs (ii) and (iii) above.

2. Corporate Governance.

(a) Ordinary Matters. Notwithstanding anything contained in the contrary in the Bylaws of the Corporation, the Board of Directors of the Corporation shall make all decisions with respect to the management, business or operations of the Corporation by a simple majority vote of the directors present at a duly called meeting where a quorum is present, except for those matters described in Section 2(b), which shall require the approval or consent of all of the Shareholders holding Class A Common Stock.

(b) Extraordinary Matters. The Corporation shall not proceed with any of the following matters unless each of the Shareholders holding Class A Common Stock has approved the matter:

(i) a Liquidation Event (as defined in the Corporation's Articles of Incorporation, as amended (the "Amended Articles");

(ii) amend, modify or restate the Amended Articles or Bylaws of the Corporation or entering into any voting or management agreement regarding the governance of the Corporation that would be inconsistent with the terms of this Agreement;

(iii) enter into any transaction with any Shareholder or any person or entity that is an affiliate of a Shareholder, or any person or entity having a significant relationship with any Shareholder, other than on an arms' length basis;
or

(iv) increase or decrease the size of the Board of Directors or take any action that adversely affects the rights of any of the Shareholders set forth in this Agreement.

3. Removal of Directors. Neither the Corporation nor any Shareholder shall remove a Shareholder from the Board of Directors, except as provided under Utah Code Section 16-10a-809, as amended.

4. Fiduciary Obligations. The Shareholder acknowledges that any person who serves as a director of the Corporation will be obligated as a fiduciary to the Corporation and its shareholders, as is more specifically provided by Utah Code Section 16-10a-840(1).

5. No Transfer, Sale, Encumbrance, Etc. During the term of this Agreement, no Shareholder shall sell, assign, transfer, pledge, hypothecate or otherwise encumber any of the Shares, whether now owned or hereafter acquired, or contract to sell, assign, transfer, pledge, hypothecate or encumber such Shares, except as permitted by the terms of this Agreement or by the express written consent of all of the Shareholders. The restrictions contained in this Agreement shall not apply to a bona fide gift or bequest by a Shareholder to his or her child, grandchild or spouse, including gifts in trust, but such transferee shall remain subject to this Agreement.

6. Marking of Certificates. Each certificate representing Shares shall have inscribed thereon the following legend:

The Shares represented by this certificate are subject to all the terms of an Agreement dated as of November 8, 2000, between the corporation and its Shareholders, a copy of which is on file at the office of the corporation. Such Agreement, among other things, limits the right of the owner to sell, assign, transfer, pledge or encumber the Shares represented hereby and provides that the owner is subject to certain restrictions as to the governance of the corporation under conditions set forth in the Agreement.

If any Shareholder shall acquire any other Shares, they shall be subject to all the terms of this Agreement and the certificates representing them shall be similarly marked.

7. Term. This Agreement shall terminate upon the occurrence of any of the following events: (a) upon the last to die of Raymond J. Noorda and Lewena Noorda, or (b) agreement of all of the Shareholders.

8. Governing Law. This Agreement shall be governed by the substantive laws of the State of Utah.

9. Entire Agreement; Modifications. This instrument sets forth the entire Agreement among the parties. No provision of this Agreement shall be altered, amended, or revoked except by an instrument in writing signed by the Corporation and the Shareholders. The execution of this Agreement by future Shareholders shall not be deemed to be an amendment hereof, except for the addition of the signing Shareholder.

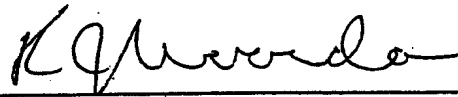
10. Cessation of Rights. A Shareholder shall have no further rights under this Agreement when he or she ceases to own any Shares.

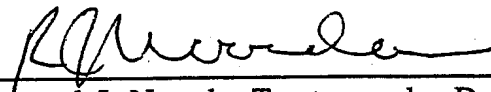
11. Successors and Assigns. Except as herein set forth, this Agreement shall extend to and be binding upon the successors, assigns, heirs, and legal representatives of the parties hereto. No Shareholder may assign this Agreement without the prior written consent of each of the other Shareholders.

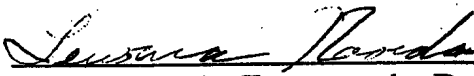
12. Saving Clause. Should any part or any provision of this Agreement be rendered or declared invalid by reason of any state or federal law or by decree of any court of competent jurisdiction, such invalidation shall not invalidate the remaining portions thereof, and the remaining parts or provisions of this Agreement shall remain in full force and effect.

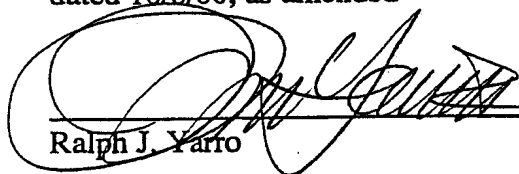
IN WITNESS WHEREOF, the parties set forth below have caused this instrument to be duly executed as of the day and year set forth above.

The Canopy Group, Inc.

By: 
Its: Vice President


Raymond J. Noorda, Trustee under Declaration of Trust dated 10/8/80, as amended


Lewena Noorda, Trustee under Declaration of Trust dated 10/8/80, as amended


Ralph J. Yarro