

OPTION AGREEMENT

THIS AGREEMENT made effective the ____ day of _____, _____.

BETWEEN:

(**OPTIONEE**), presently, of the City of _____, in _____
(hereinafter referred to as the "Optionee")

OF THE FIRST PART

and

(**CORPORATION**), a corporation existing under the laws of _____
(hereinafter referred to as the "Optionor")

OF THE SECOND PART

WHEREAS the Optionor desires to grant to the Optionee an option to purchase Shares on the terms and conditions set out herein.

NOW THEREFORE in consideration of the mutual premises contained herein and the payment of ONE (\$1.00) DOLLAR by each party hereto to the other and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

ARTICLE ONE - INTERPRETATION

1.01 Definitions - In this Agreement and the recitals hereto, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- (a) "Agreement", "this Agreement", "hereof", "hereunder" and similar expressions mean this agreement and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto and unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement;
- (b) "Option" means the option granted to the Optionee under Section 2.01;
- (c) "Option Notice" means a written notice indicating that the Optionee is exercising the Option in whole or in part;
- (d) "Option Price" means \$____ per Optioned Share purchased by the Optionee under this Agreement;
- (e) "Optioned Shares" means _____ Shares;
- (f) "Shares" means the Class "__" Common Shares in the capital stock of the Optionor as currently constituted; and
- (g) "Termination Date" means the ___ day of _____, _____.

1.02 Sections and Headings - The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.03 Time Periods - When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded.

1.04 Extended Meanings - Words importing the singular number only shall include the plural and *vice versa* and words importing gender shall include masculine, feminine and neuter genders.

1.05 Canadian Dollars - Unless otherwise provided herein, all monetary amounts set forth in this Agreement are in Canadian dollars.

1.06 Employee - If the Optionee is deemed to be an employee of the Optionor pursuant to any medical or disability plan of the Optionor then the Optionee shall be deemed to be an employee for the purposes of this Agreement.

ARTICLE TWO - OPTION

2.01 Grant - The Optionor hereby grants to the Optionee the irrevocable option (the "Option") to purchase the Optioned Shares, at the Option Price, subject to the terms and provisions of this Agreement.

1. 2.02 Exercise

(a) The Option may be exercised in whole or in part at any time and from time to time up to and including the Termination Date. The Option may be exercised by the Optionee giving to the Optionor an Option Notice accompanied by a certified cheque or bank draft representing the Option Price in respect of the Optioned Shares for which the Option is being exercised.

(b) In the event of the physical or mental disability, retirement with consent of the Optionor or death of the Optionee on or prior to the Termination Date while engaged as an employee, officer or director of the Optionor, the Option may be exercised up to the full amount of the Optioned Shares by the legal personal representative of the Optionee at any time up to and including twelve (12) months following the physical or mental disability, retirement or death of the Optionee after which date the Option shall forthwith expire and terminate and be of no further force or effect whatsoever.

(c) In the event the Optionee's employment by or engagement as a director or otherwise with the Optionor is terminated by the Optionor or the Optionee for any reason other than the Optionee's physical or mental disability, retirement with the consent of the Optionor or death before exercise of the Option granted hereunder, the Optionee's Option shall expire and all rights to purchase Shares hereunder shall cease and expire and be of no further force or effect. The Option shall not be affected by any change of employment so long as the Optionee continues to be employed by the Optionor or any of its affiliates or continues to be a director or officer of one of the foregoing.

2.03 Corporate Action - The Optionor hereby represents and warrants that all necessary corporate action has been taken to permit some or all of the Optioned Shares to be validly issued to the Optionee and recorded on the books of the Optionor in the name of the Optionee or its nominee upon exercise of the Option in whole or in part in accordance with the terms and conditions of this Agreement.

2.04 Reservation - The Optionor will at all times prior to the Termination Date reserve and keep available such number of its Shares as will be sufficient to satisfy the requirements of this Agreement.

THIS IS A 5-PAGE FORM.