

BUY/SELL PROVISIONS

A Shareholder (in this Article sometimes called the "Offeror") shall be entitled to give notice (in this Article, called the "Buy/Sell Notice") to the other Shareholders (in this Article, sometimes called the "Offerees"), which Buy/Sell Notice shall be signed by the Offeror and shall contain only the following:

- (a) the price for each:
 - (i) issued Class "___" Common Voting Share;
 - (ii) issued Class "___" Common Non-Voting Share; and
 - (iii) issued Class "___" Preferred Share,

provided that, in all cases the price for the Class "___", "___" and "___" Common Voting Shares must be the same;

- (b) an offer to purchase all of the Shares of the Corporation beneficially owned or controlled by the Offerees at the said prices; and
- (c) an offer to sell all of the Shares of the Corporation beneficially owned or controlled by the Offeror at the said price.

(a) The Offerees shall be entitled to accept or reject the offer contained in the Buy/Sell Notice within twenty (20) days of the receipt of the Buy/Sell Notice. Such offers shall, during such period, be irrevocable except as provided in writing with the consent of the Offerees.

(b) If the Offerees accept the offer referred to in Subsection (b), the Offerees (hereinafter in this Article sometimes called the "Vendor") shall sell to the Offeror (hereinafter in this Article sometimes called the "Purchaser") and the Purchaser shall purchase from the Vendor all of the Shares of the Corporation beneficially owned or controlled by the Vendor (the "Purchased Shares") at the price set forth in the Buy/Sell Notice, subject to the provisions in Section ## below.

(c) If the Offerees accept the offer referred to in Subsection ##(c), the Offerees (hereinafter in this Article sometimes called the "Purchaser"), shall purchase from the Offeror (hereinafter in this Article sometimes called the "Vendor") and the Vendor shall sell to the Purchaser all of the Shares of the Corporation beneficially owned or controlled by the Vendor (the "Purchased Shares") at the price set forth in the Buy/Sell Notice, subject to the provisions in Section ## below.

If the Offerees cannot agree amongst themselves, within fifteen (15) days of their receipt, of the Buy/Sell Notice, whether or not to purchase the Offeror's Shares or sell their Shares to the Offeror, then the Offeree Shareholders wishing to purchase the Offeror's Shares (hereinafter in this Article sometimes called the "Purchaser") shall be entitled to purchase both the Offeror's Shares and the Shares of the Offeree Shareholders wishing to sell their Shares (hereinafter in this Article collectively sometimes called the "Vendors") and the Vendors shall sell to the Purchaser all of the Shares beneficially owned or controlled by the Vendors (the "Purchased Shares") at the price set forth in the Buy/Sell Notice.

THIS IS A 2-PAGE FORM.