

## RIGHT OF FIRST REFUSAL

## If any Shareholder (hereinafter referred to as the "Offeror") receives a bona fide written offer (the "Offer") from any person, firm or corporation dealing at arm's length with the Offeror to purchase all of the Shares in the capital of the Corporation owned by him for cash payable in full on closing, which is acceptable to such Shareholder, such Shareholder shall, by notice in writing (the "Second Offer"), offer to sell such Shares (the "Purchased Shares") to the other Shareholders (hereinafter referred to as the "Offerees") at the same price and upon the same terms and conditions as are contained in the Offer. Such notice shall be accompanied by a true copy of the Offer and an affidavit of the Offeror attesting to the fact that there is no commission or other similar fee that may be or may become due and payable to any broker, agent or other intermediary in connection with the sale of the Purchased Shares pursuant to the Offer, if such is the case. The Second Offer shall not be revocable except with the consent of the Offerees and shall be open for acceptance by the Offerees for a period of ten (10) days from the date upon which such notice was received or deemed to be received by the Offerees. Notwithstanding anything to the contrary herein contained, the terms and conditions contained in the Second Offer shall be amended so that there shall be deducted from the purchase price for the Purchased Shares payable pursuant to the Offer the amount of any commission or other similar fee that would have been payable to a broker, agent or other intermediary in connection with the sale of the purchased Shares pursuant to the Offer.

## If the Second Offer is accepted by any of the Offerees then the Offeror (the "Vendor") shall sell and the Offerees accepting the Second Offer (the "Purchaser") shall purchase the Purchased Shares upon the terms and conditions contained in the Second Offer. The closing of the transaction of purchase and sale pursuant to the Second Offer shall take place at the time of the Closing or the date (in this Article the "Closing") which is set forth in the Offer, or ten (10) days after the date upon which the Offer is accepted, unless the Vendor and the Purchaser have agreed to a different date.

## If there is more than one Purchaser, the Purchaser shall purchase the Purchased Shares in proportion to their respective beneficial ownerships of the Corporation as at the date of recording or recording by the last of the Purchasers to receive the said notice.

## In the event that within the time limited therefor, the Offerees shall not have accepted the Second Offer, then, subject to the provisions of Article ## hereof, the Offeror shall be entitled to sell the Purchased Shares in accordance with the terms of the Offer. The Board of Directors before consenting to the transfer of the Purchased Shares shall be entitled to require proof that the sale took place in accordance with the Offer (except as to the date of closing which, subject to Article ## hereof, may be varied) and the directors of the Corporation shall refuse to permit the recording of the transfer of the Purchased Shares which may have been sold otherwise than in accordance with the provisions of this agreement.

## If a sale of the Purchased Shares pursuant to the Offer is not completed within sixty (60) days from the giving of notice to the Offerees as aforementioned, no sale of the Purchased Shares shall be made without the Offeror again complying with the terms of this Article.

## Notwithstanding the foregoing, no disposition pursuant to the Offer shall be valid or effective until the acquiror of the shares in question shall have entered into an agreement with the other parties hereto consenting to the terms hereof and agreeing to assume all of the obligations of the Offeror as though such acquiror were the Offeror, in which event such acquiror shall be entitled to all of the rights and be subject to all obligations on the part of the Offeror herein *mutatis mutandis*.