

ers of the Vendor, who shall, upon receiving the consideration herein specified, assign to the Company the shares now held by him in the capital of the Vendor, of and from all liability in respect of any such shares.

7. Upon the adoption of this agreement by the Company in such manner as to render the same binding on the Company, the said Blackstock shall be discharged from all liability in respect thereof.

8. The Vendor shall procure this agreement to be submitted for ratification and confirmation by a meeting of shareholders duly called for that purpose forthwith after the execution of these presents.

9. If this agreement shall not be ratified or shall not be carried into effect before the _____ day of _____ next, either party may determine the same by notice to the other.

10. In any case or cases in which the parties are not able to agree upon the valuation of the said assets and liabilities, or any of them, the Chancellor of Ontario may, upon the application of either of the parties, appoint a valuator or valutors whose award shall be final on all and every point submitted.

In witness whereof, etc.