

**AGREEMENT FOR
RIGHT OF FIRST REFUSAL**

THIS AGREEMENT FOR RIGHT OF FIRST REFUSAL is made and entered into this 31st day of Aug., 1998 by and between DAVID W. RUZICH AND JUDITH A. RUZICH (together, "Ruzich"), and LOEWEN GROUP INTERNATIONAL, INC., a Delaware corporation ("Owner") and provides as follows:

WHEREAS, Owner is the owner of certain real property located at 2031 Indianapolis Blvd., Whiting, Indiana (the "Property");

WHEREAS, Owner has agreed to grant Ruzich a right of first refusal to purchase the Property;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby covenant and agree as follows:

A. From and after the commencement date of this agreement, Ruzich shall have the right of first refusal and Owner shall not sell, transfer or otherwise dispose of all or part of the Property until and unless Owner shall have:

obtained a bona fide, arm's length, offer;

given notice to Ruzich, which notice shall contain:

- a. the name of the offeror,
- b. the address of the offeror,
- c. all of the terms and conditions of such bona fide offer,
- d. copies of any appraisals supporting such offer, and
- e. a true and accurate copy of the actual bona fide offer; and

3. offered to sell, transfer or otherwise dispose of such interest to Ruzich at the same price and,

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 SEP 18 AM 9:54

MORRIS W. CARTER
RECORDER

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except as hereinafter provided, upon the same terms and conditions contained in said bona fide offer.

- B. If Ruzich shall either give notice of rejection of said offer to it or fail to give notice of acceptance of the same within thirty (30) days after the date of receipt of Owner's notice, Owner's interest in the Property may, during the ninety (90) days thereafter, be sold, transferred or otherwise disposed of to the original offeror at the same price and upon the same terms and conditions contained in the said bona fide offer as disclosed in writing to Ruzich.
- C. Any sale or transfer of the Property, or any part thereof, other than in strict compliance with the terms of this agreement, shall be absolutely null and void and of no effect as to Ruzich, and Ruzich shall be entitled to purchase the Property upon the same terms and conditions and at the same price specified in the said bona fide offer, provided Ruzich notifies Owner of its election thirty (30) days after receipt of notice which complies with the requirements hereof.
- D. Any sale or transfer of Owner's interest in the Property, or any part thereof, shall be expressly made subject to all of the terms, covenants and conditions of this agreement.
- E. In the event Ruzich exercises their right of first refusal, Owner will draft a more detailed purchase agreement (the "Purchase Agreement"), which shall include an assignment of the name "Ruzich Funeral Home" to Ruzich.



IN WITNESS WHEREOF the parties have executed this Agreement as of the 31ST day of Aug., 1998.

LOEWEN GROUP INTERNATIONAL, INC.

By: [Signature]
Its: [Signature]

[Signature]
David W. Ruzich

[Signature]
Judith A. Ruzich

STATE OF OHIO)
COUNTY OF HAMILTON) SS:

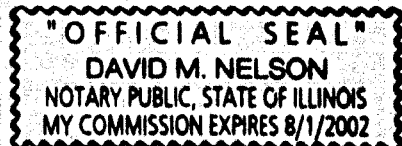
Before me, a Notary Public in and for said county and state, personally appeared Michael L. Schweer, Vice President of Operations for Loewen Group International, Inc. who executed this document on the 3rd day of September, 1998.

[Signature]
Notary Public

PAMELA A. LIMES
Notary Public, State of Ohio
My Commission Expires Feb. 23, 1999

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

Before me, a Notary Public in and for said county and state, personally appeared David W. Ruzich who executed this document on the 31ST day of SEPT., 1998.



[Signature]
Notary Public

