AGREEMENT OF PURCHASE AND SALE

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This Agreement of Purchase and Sale (the “Agreement”) is effective [DATE],

**BETWEEN: [NAME OF FIRST REGISTERED HOLDER]** (the "First Registered Holder"), an individual with his main address located at [STATE/PROVINCE] of [COUNTRY]:

[COMPLETE ADDRESS]

**AND: [NAME OF SECOND REGISTERED HOLDER]** (the “Second Registered Holder "), an individual with his main address located at of [STATE/PROVINCE] of [COUNTRY]:

[COMPLETE ADDRESS]

**AND: [NAME OF TRUSTEE]** (the “Trustee"), an individual with his main address located at of [STATE/PROVINCE] of [COUNTRY]:

[COMPLETE ADDRESS]

**WHEREAS** the First Registered Holder is the holder of [NUMBER] Common shares of [COMPANY NAME] and [NUMBER] Common shares of [COMPANY NAME], and the First Registered Holder is the registered holder of [NUMBER] Common shares of [COMPANY NAME];

**WHEREAS** the Second Registered Holder is the holder of [NUMBER] of Common shares of \_ [COMPANY NAME] and [NUMBER] and [NUMBER] common shares of [COMPANY NAME];

**WHEREAS** Trustee is the registered holder of [NUMBER] common shares of [COMPANY NAME] and [NUMBER] common shares of [COMPANY NAME];

WHEREAS the parties wish to provide for the disposition by Second Registered Holder and the Trustee of their shares of [COMPANY NAME], the whole substantially upon the following terms and subject to the following conditions:

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The [NUMBER] common shares of [COMPANY NAME] held by the [INDIVIDUAL NAME] Trust will be redeemed for a price of [AMOUNT] per share, payable cash.
2. The [NUMBER] common shares of [COMPANY NAME] held by [COMPANY NAME] will be simultaneously redeemed upon the same terms and conditions.
3. The [NUMBER] common shares of [COMPANY NAME] held by the [INDIVIDUAL NAME] Trust and [NUMBER] common shares of [COMPANY NAME] held by Second Registered Holder, personally, will be simultaneously redeemed for a redemption price of [AMOUNT] per share, payable cash.
4. On or before [EFFECTIVE DATE], Second Registered Holder will sell to First Registered Holder his [NUMBER] common shares of [COMPANY NAME] for a total purchase price of [AMOUNT] payable as to [AMOUNT] in cash and as to [AMOUNT] by set-off against the advance already made to her by First Registered Holder, the receipt of which advance is hereby acknowledged.
5. [COMPANY NAME] will undertake to pay Second Registered Holder a death benefit of [AMOUNT], in the form of a monthly salary on the last day of each month for [NUMBER] year following the date of the Purchase and Sale Agreement with First Registered Holder referenced above, commencing on the last day of [DATE] until the last day of [DATE]. Payment of this sum will be accelerated without notice of default in the event of the bankruptcy, dissolution, liquidation or insolvency of [COMPANY NAME] or in the event that First Registered Holder ceases to control [COMPANY NAME] or in the event of any default in payment of the said sum, and payment of the said sum of [AMOUNT] shall be personally guaranteed by First Registered Holder.
6. The parties agree that the transaction will be structured from a tax planning perspective in a manner advantageous to Second Registered Holder substantially in the manner set out in the annexed memorandum prepared by [COMPANY NAME], Chartered Accountants, dated [DATE].

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

FIRST REGISTERED HOLDER SECOND REGISTERED HOLDER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**WITNESS WITNESS**

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Authorised Signature Authorised Signature

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Print Name and Title Print Name and Title

**TRUSTEE**

Authorised Signature

Print Name and Title