AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (the "Agreement") is entered into on [DATE] by and between:

[VENDOR NAME]

[Address]

[City, Province, Postal Code]

(hereinafter referred to as the "Vendor")

and

[PURCHASER NAME]

[Address]

[City, Province, Postal Code]

(hereinafter referred to as the "Purchaser")

WHEREAS:

A. The Vendor has agreed to sell the Purchased Assets to the Purchaser and the Purchaser has agreed to purchase the Purchased Assets from the Vendor, on the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set out in this Agreement and for other good and valuable consideration (the receipt and adequacy of which are acknowledged), the parties covenant and agree as follows:

INTERPRETATION

1.1 Definitions

Capitalized terms not otherwise defined in this Agreement shall have the following meanings:

"Adjustments" means the adjustments to the Purchase Price for the Purchased Assets provided for and determined pursuant to Sections [X] and [X].

"Affiliate" means, with respect to any Person, any other Person which, directly or indirectly, is Controlled by such Person, or Controls such Person, or is Controlled by a Person which also Controls such Person.

"Agreement" means this agreement of purchase and sale and the attached Schedules, as amended from time to time.

"AML Legislation" means anti-money laundering-related and anti-terrorism financing laws, regulations, and codes of practice applicable to the parties.

PURCHASE AND SALE

2.1 Agreement of Purchase and Sale

The Vendor hereby agrees to sell the Purchased Assets to the Purchaser, and the Purchaser hereby agrees to purchase the Purchased Assets from the Vendor for the Purchase Price, subject to the terms and conditions of this Agreement.

2.2 Purchase Price

The purchase price for the Purchased Assets (the "Purchase Price") shall be [AMOUNT] ($[X]), plus applicable HST.

2.3 Payment of Purchase Price

The Purchase Price shall be paid as follows:

2.3.1 Initial Deposit: $[X] within [X] Business Days after the Execution Date

2.3.2 Second Deposit: $[X] upon [CONDITION]

2.3.3 Balance: Remainder on Closing, subject to adjustments

[Continue with remaining sections following similar format...]

SCHEDULES:

Schedule A - Legal Description of Property

Schedule B - Due Diligence Documents

Schedule C - Permitted Encumbrances

[Additional schedules as needed]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[VENDOR NAME]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date:

[PURCHASER NAME]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Date:

[NOTARY SECTION IF REQUIRED]