

Tax Shelter Identification Number: **TS 068569**

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Purchase Agreement

This Agreement made as of the _____ day of _____ 2003.

Between:

CANADIANS CHANGE THE WORLD INC., a corporation incorporated under the laws of the Province of Ontario (hereinafter referred to as the "Vendor")

Of the First Part

- and -

_____ a resident of
(Purchaser's full name)

_____ in the Province of
(City/Town of Residence)

(Province of Residence)
(hereinafter referred to as the "Purchaser")

Of the Second Part

Whereas the Purchaser is interested in acquiring certain food items (the "Goods") through the Canadian Hunger Relief Gifting Program, for personal use, including the possibility of donating the Goods to charity involved in reducing famine;

And Whereas the Vendor has indicated it has contacts with certain suppliers of Goods, and is able to obtain such Goods on favorable terms, and has also contacted certain Canadian charities involved in reducing hunger and malnourishment;

And Whereas the purchase price for the Goods is set out in Schedule "A";

And Whereas the Vendor will be the owner acquiring the Goods set out in Schedule "B" and then sell the Goods to the Purchaser, and the Purchaser wishes to purchase the Goods from the Vendor;

Now Therefore in consideration of the fulfillment by each party herein of the covenants contained, the parties hereto agree as follows:



Canadians Change the World Inc.

69 Yorkville Ave. T 416 972 6852 Toll free 1 866 246 8299
Suite 400 F 416 972 9588
Toronto, Ontario W www.canadianschangetheworld.com
Canada, M5R 1B8 E info@canadianschangetheworld.com

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1 The Agreement

The Vendor hereby agrees to acquire the Goods, and immediately thereafter sell, assign, transfers and convey to the Purchaser all right, title and interest in and to the Goods and the Purchaser hereby agrees to purchase and accept from the Vendor all of the Vendor's title and interest in and to the Goods. To have and to hold the said Goods hereby sold, assigned, transferred or conveyed and all the rights, title and interest of the Vendor thereto and therein to the use of the Purchaser, his or her successors and assigns forever. From the time of delivery of the purchase price hereunder, the Purchaser shall bear all risks of ownership, including without limitation, damage, destruction or loss of the Goods however caused, notwithstanding the fact that such Goods are stored at the premises of the Vendor, or are in transit.

2 Purchase Price

The purchase price payable by the Purchaser to the Vendor is as set out in Schedule "A" hereto, payable to "Fraser, Milner, Casgrain, in trust."

3 Representations and Warranties of the Vendor

The Vendor hereby represents and warrants to the Purchaser and acknowledges that the Purchaser is relying upon such representations and warranties that, at the Time of Transfer:

- a) the Vendor will be rightfully and absolutely possessed of and entitled to all rights, title and interest in and to the Goods;
- b) the Vendor has good and full right to assign, sell and transfer the Goods to the Purchaser;
- c) the Purchaser shall and may from time to time, and at all times thereafter peaceably and quietly have, hold, possess and enjoy the Goods, to and for his/her own benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Vendor or any person or persons whomsoever;
- d) the Goods are free and clear from all encumbrances, charges, chattel mortgages or any other interest;
- e) the Purchaser shall be absolutely released and discharged, at the cost of the Vendor from all former and other bargains, sales, gifts, grants, charges and encumbrances affecting the Goods;
- f) no other Person has an option or right to acquire any or all of the Goods;
- g) the Vendor has no secured or unsecured trade creditors as such terms are defined under the *Bulk Sales Act* (Ontario).



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4 Transfer of Title

The Vendor hereby agrees that the Goods will be acquired in good condition and suitable for distribution for famine relief, and assembled in a manner that conforms to the requirements of a recognized charity, experienced in hunger relief programs.

The Vendor further agrees to pay the expenses of the proposed transaction, including, insuring, packaging and shipping the Goods and delivering the same on behalf of the Purchaser to a destination stipulated by the charity. The parties hereby agree that all right, title and interest in and to the Goods shall pass to the Purchaser once the Goods are assembled, insured and packed, and a bill of lading, invoice or other document has been prepared evidencing the Purchaser's ownership in the Goods.

5 Agency Agreement/Power of Attorney

The Purchaser hereby appoints the Vendor as its agent for the purpose of acquiring the Goods.

The Vendor hereby agrees to seek one or more charities or other institutions qualified under the *Income Tax Act (Canada)* to give donations receipts, obtain agreement from such charities and/or institutions to accept donations and issue charitable receipts satisfactory to the Purchaser, and have the ability to distribute the food to those in need.

6 Further Assurances

The Vendor and all persons rightfully claiming, or to claim any estate, right, title or interest of, in or to the Goods shall and will from time to time, and at all times hereafter, upon every reasonable request of the Purchaser, but at the cost and expense of the Vendor make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for more effectively assigning and transferring the Goods to the Purchaser, in the manner aforesaid, and according to the true intent and meaning of this Agreement as may be reasonably required by the Purchaser.

7 Successors and Assigns

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the executors, administrators, and assigns of the parties hereto respectively.

8 Additional Interests

The Vendor hereby declares that, as to any assets or interests in any of the Goods, the title to which may not have passed to the Purchaser by virtue of this agreement or any transfers or conveyances which may from time to time be executed and delivered in pursuance of the covenants aforesaid, the Vendor holds the same interests for the Purchaser, to convey, assign and transfer the same interests as the Purchaser may from time to time direct.



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9 Acknowledgment

The Purchaser acknowledges that the Vendor has no liability to the Purchaser once the Goods are delivered to one or more charities or other institutions qualified under the *Income Tax Act* (Canada) and such charities and/or institutions issues a receipt.

The Purchaser further acknowledges that the Vendor will not refund the consideration received from the Purchaser for the purchase of the Goods in any event.

10 Unforeseeable Circumstances

Where circumstances, which are unforeseeable at the date of this Agreement is signed and which are beyond the Vendor's reasonable control, cause delay in or failure of the Vendor's performance of its obligations pursuant to this Agreement, the Vendor shall not be considered in breach of this Agreement or be liable to the Purchaser, and the term of implementation of the Vendor's respective obligation may be extended accordingly. The aforementioned circumstances include, but shall not be limited to, natural disaster, building destruction, war, unrest, fire, explosion, flood, acts of the government and industry actions.

When the Vendor's performance of its obligation pursuant to this Agreement is delayed or rendered impossible due to the aforementioned circumstances, the Vendor shall immediately inform the Purchaser, and make all reasonable efforts to minimize the effect of the aforementioned circumstances on the performance of its obligations. Furthermore, the Vendor shall, within fifteen (15) days, inform the Purchaser of the cessation of the respective circumstances and continue to fully perform its obligations pursuant to the provision of this Agreement.

11 Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto irrevocably adhere to the jurisdiction of the courts of the Province of Ontario.

12 Execution

This Agreement may be executed in two or more counterparts, with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one and the same agreement.



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In Witness Whereof this Agreement has been executed as of the day and year first above written.

Witness

Purchaser

Canadians Change the World Inc.

By: _____

Signing Officer



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Schedule A

Number of Investment Units Subscribed For:

Total units purchased X Purchase Price Per Unit

= Net Purchase

_____ X **\$1,700**

= \$ _____

Total of Cheque made payable to
Fraser, Milner, Casgrain LLP In Trust

\$ _____



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Schedule B

One unit of Goods will consist of the following:

Goods Acquired:

Long Grain Rice:

_____ kilograms

Red Kidney Beans

_____ kilograms

Powdered Barley Grass

_____ kilograms

Total

_____ kilograms

Per Investment Unit:

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change the world



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