

**SALE OF SHARES AGREEMENT**

**BETWEEN:** .....  
.....  
.....

**O1** (hereinafter referred to as the "Seller")

**AND:** .....  
.....  
.....

(hereinafter referred to as the "Buyer")

(the Buyer and the Seller hereinafter collectively referred to as the "Parties")

**PREAMBLE**

WHEREAS the Seller holds ..... (.....) shares of Class "....." of the capital stock issued by ..... ( hereinafter referred to as the "Corporation");

WHEREAS the Seller wishes to sell ..... (.....) shares of Class "....." and that the Buyer wishes to buy the said shares;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are vested with the powers and duly qualified to enter into and perform this agreement;

**NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**1.00 PREAMBLE**

The preamble hereto shall form an integral part hereof.

**O2 2.00 PURPOSE**

The Seller agrees to sell to the Buyer, who agrees to buy, ..... (.....) shares of Class "....." of the Corporation, subject to the price, terms and conditions hereinafter stated.

**3.00 CONSIDERATION**

**O3 3.01 Purchase Price**

The total purchase price is ..... dollars (\$.....).

**O4 3.02 Terms and Conditions of Payment**

The above-mentioned purchase price is payable as follows:

a) **Initial Deposit**

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The Buyer has already remitted a cheque payable to the Seller in the amount of ..... dollars (\$.....), as initial deposit, the Seller acknowledging receipt of this amount and giving therefore a discharge to the Buyer for so much.

**b) Cash Payment**

The Buyer shall pay the sum of ..... dollars (\$.....) by certified cheque payable to the Seller, the latter acknowledging receipt of this amount and giving therefore a discharge to the Buyer for so much.

**4.00 SPECIAL PROVISIONS**

**4.01 Representations and Guarantees of the Seller**

The Seller, as shareholder, Director and Officer of the Corporation, represents and guarantees the following to the Buyer. In addition, the Seller acknowledges that each and every one of the said representations and guarantees are conditions without which the Buyer would have not contracted.

**a) Capital Stock**

**05** The authorized capital stock of the Corporation is constituted by an unlimited number of shares of Class “.....”, “.....”, “.....”, ..... Only ..... (.....) shares of Class “.....” and ..... (.....) shares of Class “.....” have been issued and are presently in circulation; they have no nominal value, and have been duly subscribed and paid for, and are not subject to a call for payment.

**b) Shares Ownership**

The shares concerned by this Agreement belong to the Seller, and his title of ownership is absolute. The shares are free and clear of any hypothecs, charges or other liens in favour of third parties, and the Seller has full power and authority to dispose of them.

**c) Options and subscriptions**

No option or agreement relating to additional share issue, for any consideration whatsoever, can oblige the Corporation to issue additional shares.

**d) Books and statements of the Corporation**

The books of the Corporation (including accounting books) are kept up-to-date and in accordance with various laws. In addition, all required statements have been prepared and transmitted to the proper authorities.

**e) Peaceful Possession**

The Corporation is the peaceful holder of all assets in its custody by virtue of leases, which are all effective and not in default.

**f) Operating Permits**

The Corporation is the legal holder of all trade marks, licenses, permits, franchises and all other privileges required for the normal conduct of its business.

**g) Commitments**

The Corporation is not a party to any contracts or agreements with third parties, Directors, Officers or employees of the Corporation (including those entered into in the course of the

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