Share Purchase Agreement

This Share Purchase Agreement (the “Agreement”) is made and effective [DATE]

**BETWEEN: [YOUR COMPANY NAME]** (the "Seller"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [PURCHASER NAME]** (the "Purchaser"), an individual with his main address located at OR a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

**RECITALS**

The Seller is the owner and holder of the issued shares of the stock of the Company, based in [STATE/PROVINCE]. The Company issued [NUMBER] of shares with a [AMOUNT] value per common stock.

The Purchaser has agreed to purchase the aforementioned stock and the Seller has agreed to transfer the stock for the aforementioned consideration; this agreement is subject to the terms and conditions set forth:

1. **PURCHASE AND SALE**

Subject to the terms and conditions that follow, when the transaction is contemplated, the Seller shall transfer to the Purchaser the Shares agreed upon for the price agreed upon. The closing date of this transaction will be held at [ADDRESS] on [DATE] at [TIME] as agreed upon by the parties.

1. **AMOUNT AND PAYMENT OF PURCHASE PRICE**

The total consideration and method of payment thereof are fully set out in Exhibit "A" attached.

1. **REPRESENTATIONS AND WARRANTIES OF SELLER**

The Seller warrants:

* 1. The Company operated in accordance with the law of [STATE/PROVINCE] of [STATE/PROVINCE] and has the authority to undertake this agreement.
  2. There are restrictions on the shares:
     1. The Seller is not party to an agreement, implicitly and explicitly, relating to the voting of the Company’s Stock.
     2. The Seller is the owner of the Company’s Stock and if clear of security interests or any other charges.

* + 1. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

1. **REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER**

Both parties agree and warrant that there has been no conduct or omission by any party that gives rise to any claim for a brokerage commission, finder’s fee or other similar payments.

1. **ENTIRE AGREEMENT**

This Agreement (including the exhibits hereto and any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

1. **SECTIONS AND OTHER HEADINGS**

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

1. **GOVERNING LAW**

This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the [State/Province] of [STATE/PROVINCE]. The parties herein waive trial by jury and agree to submit to the jurisdiction and venue of a court located in [STATE/PROVINCE].

1. **ATTORNEY’S FEES**

In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

SELLER PURCHASER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

**EXHIBIT "A" AMOUNT AND PAYMENT OF PURCHASE PRICE**

1. **CONSIDERATION**

As total consideration for the purchase and sale of the Company's Stock, pursuant to this Agreement, the Purchaser shall pay to the Seller the sum of [AMOUNT], such total consideration to be referred to in this Agreement as the "Purchase Price".

1. **PAYMENT**

The Purchase Price shall be paid as follows:

1. The sum of [AMOUNT] to be delivered to Seller upon the execution of this Agreement.
2. The sum of [AMOUNT] to be delivered to Seller at Closing.