

# SHARE PURCHASE AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

[NAME OF BUYER]  
[address]  
(the "Buyer")

- and -

[NAME OF SELLER]  
[address]  
(the "Seller")

## DEFINITIONS

1. The following terms shall have the following meanings throughout this Agreement:
  - (a) the "Corporation" shall mean *[insert name of corporation]*;
  - (b) "Closing" and the "Closing Date" shall mean *[insert closing date]*, or such earlier or later date as the parties may agree to;
  - (c) "Effective Date" shall mean *[insert effective date]*, or such earlier or later date as the parties may agree to, notwithstanding the actual date of Closing;
  - (d) "Principal" shall mean *[insert name of principal]*, a shareholder of the Seller; and
  - (e) the "Purchased Shares" shall mean ### *[class]* Shares of the Corporation, and the certificates or other documents issued by the Corporation so evidencing those rights and interests, now owned by the Seller.

## AGREEMENT TO PURCHASE AND SELL

2. The Seller hereby agrees to sell, transfer and assign the Purchased Shares to the Buyer for the sum of \$####.## payable in certified funds on Closing.

## REPRESENTATIONS AND WARRANTIES

3. The Seller and the Principal jointly and severally represent and warrant to the Buyer and the Corporation as follows:
  - (a) The Seller is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
  - (b) the Purchased Shares are fully paid up, and there will be no changes in any such particulars prior to Closing;
  - (c) the Seller now has and will on Closing have good and marketable title to the Purchased Shares free and clear of all liens, encumbrances or security interests, and no person other than the Buyer under this Agreement has any right, title or interest in the Purchased Shares or any right to call upon the Purchased Shares for any reason;