

**SHARE PURCHASE AGREEMENT
(Short Form)**

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**SHARE PURCHASE AGREEMENT
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SHARE PURCHASE AGREEMENT entered into in the City of, Province of, Canada.

BETWEEN: **V1** (*name of natural person*), (*occupation*), domiciled and residing at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*);

OR

V2 (*corporate name*), duly attests that it is a legal person duly incorporated under the *Act (name of statute under which the legal person was incorporated)*, having its principal place of business at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered under the designating number (.....) in accordance with the *Act (name of the statute respecting the legal publicity of enterprises under which the legal person is registered)*;

OR

V3 (*corporate name*), duly attests that it is a legal person duly incorporated under the *Act (name of statute under which the legal person was incorporated)*, having its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered under the designating number (.....) in accordance with the *Act (name of the statute respecting the legal publicity of enterprises under which the legal person is registered)* represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof, as he/she so declares;

OR

V4 (*corporate name*), duly attests that it is a legal person, duly incorporated under the *Act (name of statute under which the legal person was incorporated)*, having its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered under the designating number (.....) in accordance with the *Act (name of the statute respecting the legal publicity of enterprises under which the legal person is registered)* represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she

| | |
|--------|-----------|
| VENDOR | PURCHASER |
| | |

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so declares [or as indicated in the resolution of the sole director [**OR** board of directors]],
Schedule A;

OR

V5 (*common business name*), [general partnership], **OR** [limited partnership represented by (*name of its general partner*), its general partner] **OR** [undeclared partnership], **OR** [joint venture], **OR** [collaboration], **OR** [any other group of persons] exercising an organized economic activity of a commercial nature, duly formed under the [*Civil Code of Québec*] **OR** [any applicable general law] **OR** [any other applicable statute], having its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered (*as the case may be*) under the designating number (.....) in accordance with the Act (*name of the statute respecting the legal publicity of enterprises under which the legal person is registered*) represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the partners of the general partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], **OR** [as indicated in the resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [**OR** Board of Directors] of each participant in the collaboration] **OR** [as indicated in the resolution of the members of any other group of persons], Schedule A;

HEREINAFTER REFERRED TO AS THE “VENDOR”;

AND: (*identify purchaser*);

HEREINAFTER REFERRED TO AS THE “PURCHASER”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.

AND AS INTERVENOR: (*identify surety, if applicable*);

HEREINAFTER REFERRED TO AS THE “SURETY”;

| | |
|--------|-----------|
| VENDOR | PURCHASER |
| | |

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RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- (A) The VENDOR is the owner, by way of a good and marketable title, free and clear of any encumbrance whatsoever and that he is the registered holder of (.....) Class “...” Shares of the share capital [OR stated capital (*in the case of a legal person incorporated under the Canada Business Corporations Act, RSC 1985, c C-44 (“CBCA”)*)] of (hereinafter the “Corporation”), which are fully paid-up and non-assessable;
- (B) The PURCHASER is interested in acquiring all or part of the shares of the Corporation held by the VENDOR and, to this end, he has submitted a letter of intent (*see template Y04.200 of our Business Precedents collection*) [OR an offer to purchase (*see document Y04.270 of our Business Precedents collection*)] dated, 20... that the VENDOR accepted on, 20... (hereinafter the “Offer”);
- (C) The PARTIES have the authority to exercise all the rights required for the due performance of the sale contemplated herein;
- (D) The PARTIES wish to set out the terms of their agreement regarding such purpose in a private writing;
- (E) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00

INTERPRETATION

0.01 Definitions

Unless otherwise indicated, capitalized words and expressions appearing in the Agreement or in any ancillary or subordinate documentation will be interpreted or construed as follows:

0.01.01 Agreement

| | |
|--------|-----------|
| VENDOR | PURCHASER |
| | |