

Share Sale Agreement

With three Schedules

Date:

()
Telephone:
Facsimile:
Email:
Website:

Contents

1	Balance Purchase Price	1
2	Sale Price	1
3	Deposit	1
	3.1 Payment of Deposit	1
4	Vendor's obligation to furnish information	1
5	No collateral agreements	1
6	Warranties	2
	6.1 Vendor's warranties	2
	6.2 Accuracy of warranties	2
	6.3 Application of warranties at completion	2
	6.4 Disclosure of facts rendering warranty incorrect	2
	6.5 Vendor's obligations to furnish information	2
	6.6 Entitlement to acquire Shares	2
7	Preparation and execution	2
8	Goods and services Tax	2
	8.1 Interpretation	3
	8.2 Sale of going concern	3
	8.3 Registration of Purchaser	3
	8.4 Vendor's obligation	3
	8.5 Amounts are GST-free	3
	8.6 If sale not of going concern	3
9	Completion	3
	9.1 Time of Completion	3
	9.2 Place of Completion	3
	9.3 Delivery to Purchaser on completion	4
	SCHEDULE 1	5
	SCHEDULE 2	6
	SCHEDULE 3	7

6 Warranties

6.1 Vendor's warranties

6.1.1 The Vendor makes each of the warranties contained in Schedule 2.

6.2 Accuracy of warranties

6.2.1 The Vendor warrants that the warranties contained in this Agreement are accurate, contain no material omissions and are not misleading.

6.3 Application of warranties at completion

6.3.1 Any warranties which are expressed to apply at the date of this Agreement also apply as warranties made by the Vendor at the date of completion of the sale of Company to the Purchaser.

6.4 Disclosure of facts rendering warranty incorrect

6.4.1 In the event

XX
XX
XX
XX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

6.5 Vendor's obligations to furnish information

6.5.1 The Vendor agrees to furnish before completion to the Purchaser or to the Purchaser's solicitors or accountants (as may be requested by the Purchaser) such documents and information as the Purchaser may reasonably require to verify the accuracy of any warranties.

6.6 Entitlement to acquire Shares

6.6.1 The Purchaser

XX
XX
XX
XX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

6.6.2 The total shareholdings of the Vendor and of any of it's directors or principal shareholders (if the Vendor is a company) when aggregated, does not exceed five per cent (5%) of the total number of issued shares of the company;

7 Preparation and execution

The Purchaser will submit to the

XX
XX
XX
XX

Goods and services Tax

8.3 Delivery to Purchaser on completion

8.3.1 On completion the Vendor will deliver to the Purchaser, _____ :

- (a) The documents and certificates establishing or providing evidence of title
XX
XX
XX
XX
XX
- (b) Any other documents or records expressly agreed in this Agreement

SCHEDULE 1

- 1. Date of Agreement
- 2. Vendor
- 3. Purchaser
- 4. Shares
- 5. Pty Ltd
- 6. Lease
- 7. Price
- 8. Deposit
- 9. Stakeholder

- a. DepositXX
XX
XX
XX
XX

- XXXXXXTax returns for the Company
 - b. Minutes of meeting of the Company
 - c. Resignation of directors
 - d. ASIC form 484

- 10. Completion date

Executed as an Agreement.

Executed for and on behalf of)
by)
.....)
.....)
(print name and position) a duly)
authorised person in the presence of:)

.....

.....
Witness signature

.....
Name of Witness (print)

Date:

Executed for and on behalf of)
by)
.....)
(print name) a duly authorised person in)
the presence of:)

.....

.....
Witness signature

.....
Name of Witness (print)

Date: