**PURCHASE OR SALE OF SHARES**

**INSTRUCTION**

TO: JAY CHAUHAN

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Please complete the information and return to us.

The information is for a purchase \_\_\_\_\_\_\_\_ or sale \_\_\_\_\_\_\_\_

1. Company

Full name and address of company.

2. Vendor

Full name and address of the shareholder who is selling the shares.

Number of shares owned by the vendor:

3. Purchaser

Full name and address.

4. Present Owners of Shares

Please list the names of persons to whom the shares have been issued.

 Name of Shareholder Number of Shares

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Sale Price

Purchase price or the sale price of the shares and the down payment:

Purchase price: Deposit amount:

Vendor to provide finance for:

Balance due on closing:

6. Mortgage Back

Is there a promissory note or a mortgage back from the Vendor? If so, how much?

Amount:

Security to be given, if any, for the purchase price to be paid later:

7. Closing

The date on which the shares will be conveyed to the Purchaser.

Date:

8. Assets

List the assets of the Company. If required, prepare on a separate page. Please type, if the list is too long.

9. Lease

Whether the Company owns the premises or the premises is leased. If leased, provide the name, address, and phone number of the landlord.

Name of Landlord: Telephone Number:

Address:

10. Liens

Particulars of leases of assets, chattel mortgages, conditional sales contracts, and P.P.S.A. liens and other encumbrances on the property owned by the Company:

Name of Bank or lender: Telephone Number:

Address of bank:

11. Financial Statements

Indicate the date of the last financial statements available. Attack copies of the financial statement for the last three years.

Dates for which the financial statements are available:

1. 2. 3.

12. Solicitor

The name and address of the solicitor acting for the other party.

Name: Telephone Number:

Address:

13. Contracts

Attach copies of any existing contracts or important commitments of the Company pending prior to closing date.

14. Non-Competition

Whether the Vendor is going to provide a non-competition clause and if so, the area indicated by a radius and the time period within which the Vendor would not compete with the Purchaser after closing.

Radius from the present business in which vendor should not compete:

Number of years in which the vendor should not compete:

15. Shareholders’ Loans

Particulars of any shareholders loans made by the shareholders to the Company or by the company to the shareholder.

Amount of loan of the shareholder to the company: $

Will this loan be paid off on closing: $

16. Bank

The name and address where the Company is maintaining an account presently. Please indicate if this will be changed after the shares have been sold.

Name of Bank: Telephone Number:

Address of Bank:

17. Issue from Treasury

Please confirm if the shares will be issued from treasury or from the existing shareholder. (There are tax implications of this arrangement, please consult your accountant.)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Client’s Signature

I understand that this document has been developed for the purpose of organizing the information necessary for my matter. I understand that by filling out this form I have not retained your services. Until I have signed a Retainer Agreement pursuant to the above matter, the Law Office of Jay Chauhan is not obliged to advise or act on my matter. I understand that I can send this document by fax, email or other means but **only** if instructed to do so by your office. I understand that some of the information contained may be confidential, and should I send this to your office without instruction to do so, I cannot hold you liable by any means.