

## SHARE TRANSFER AND RELEASE

TO: [NAME OF CORPORATION (the "Corporation")  
and the Directors and Officers thereof

IN CONSIDERATION of the payment of \$###.##, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1) I hereby sell, transfer and assign all my issued and outstanding shares in the Corporation, being ## [Common/Preferred] Shares ("Purchased Shares"), to [NAME OF PURCHASER] (the "Purchaser") effective as of the date set out below, free and clear of all liens, charges, encumbrances, pledges or security interests of any kind whatsoever, and hereby authorize and appoint any officer or director of the Corporation as my true and lawful attorney to endorse all share certificates and to execute any and all other documents as may be required to give effect to the share transfers set out above.
- 2) I further represent and warrant to the Purchaser that:
  - a) I am the true, lawful and beneficial owner of the Purchased Shares free of all liens, charges, encumbrances or security interests of any kind whatsoever; have not mortgaged, charged, hypothecated or granted any rights, options or interest in the Purchased Shares of any kind whatsoever; that the Purchased Shares are all the issued capital of the Corporation; and that no person has any right of entitlement of any kind to acquire any of the Purchased Shares or any other capital of the Corporation;
  - b) that the Corporation has no assets or liabilities; and
  - c) that the Corporation has never carried on any active business, owned any assets, had any employees, incurred any obligations or liabilities, or entered into any contracts.