

**THIS SHARE SALE AND PURCHASE AGREEMENT** is made with effect as of the **11th day of April, 2024**.

**BETWEEN:**

**SAMPLE CONSULTING SERVICES INCORPORATED**

(the "**Purchaser**")

– and –

\*\*\*\*\*

(the "**Vendor**")

– and –

**SAMPLE CONSULTING SERVICES INCORPORATED**

(the "**Corporation**")

**WHEREAS:**

- A. the Vendor wishes to sell **40 Shares** in the capital of the Corporation (the "**Subject Share**") to the Purchaser and the Purchaser wishes to purchase the Subject Shares on the terms and conditions hereinafter set forth;
- B. there are no liens or encumbrances registered against the shares held by Vendor; and

**NOW THEREFORE**, in consideration of the covenants, agreements, representations, warranties and payments hereinafter set forth, the parties do hereby covenant, agree, warrant and represent each with the other as follows:

**1. Definitions and Interpretation**

- 1.1. In this Agreement, including the recitals hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the respective meanings ascribed to them as follows:
  - (a) "**Articles**" means the Articles of Incorporation of the Corporation dated **September 20, 2020** as amended from time to time;
  - (b) "**Closing**" shall mean the completion of the sale to and purchase by the Purchaser of the Subject Shares hereunder and the payment of the Purchase Price as contemplated herein;
  - (c) "**Closing Date**" shall mean **2024-04-11** or such other date as the parties hereto may mutually agree upon;