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# Share Purchase Agreement

by Documatica Legal Forms Inc.

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THIS SHARE PURCHASE AGREEMENT (the "Agreement") is hereby executed this 13th day of May, 1987 (the "Execution Date")

**BETWEEN:**

Shayne Castellanos  
of  
3924 Jacokes Way  
Mobile, Delaware  
90393-5185

*(the "Seller")*

*OF THE FIRST PART*

- AND -

Mandi Shearer  
of  
1957 Furse Road  
Riverside, Manitoba  
96416

*(the "Purchaser")*

*OF THE SECOND PART*

## 1. BACKGROUND

The Seller is the owner of a total of 27531 Class B Non-Voting shares (the "Shares") of Lorem ipsum curae aptent pulvinar, accumsan fusce. (the "Corporation").

The Seller desires to sell the Shares to the Purchaser and the Purchaser desires to purchase the Shares from the Seller.

IN CONSIDERATION OF and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

## 2. PURCHASE PRICE

The Seller agrees to sell and the Purchaser agrees to purchase all the rights, title,

interest, and property of the Seller in the Shares for €260.00 Euros (EUR) (the "Purchase Price").

The Purchaser will pay the Seller a deposit of \$40.00 Australian Dollars (AUD) on or before 1972-08-17 and will pay the remaining balance upon the closing of this Agreement.

Payment will be made by Certified Check.

### 3. SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller warrants and represents to the Purchaser the following:

1. Under all relevant/applicable securities laws and regulations, the Seller would not be considered an inside, affiliate, issuer, or associate of the Corporation.
2. The Purchaser would not be restricted in any manner from re-selling the Shares in the future, notwithstanding any contrary statements in the incorporating documents of the Corporation or on the face of the certificates for the Shares.
3. The Shares are free of any lien, encumbrance, security interests, charges, mortgages, pledges, or other restrictions. The Seller is the owner in clear title of the Shares and is able to transfer clear title to the Purchaser.
4. The Seller is not bound by any agreement that would prevent any transactions connected with this Agreement.
5. To the Seller's knowledge, there is no legal action or suit pending against any party that would materially affect this Agreement.

### 4. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser warrants and represents to the Seller the following:

1. Under all relevant/applicable securities laws and regulations, the Seller would not be considered an inside, affiliate, issuer, or associate of the Corporation.
2. The Purchaser is not bound by any agreement that would prevent any transactions connected with this Agreement.
3. To the Purchaser's knowledge, there is no legal action or suit pending against any party that would materially affect this Agreement.

## 5. CLOSING

The closing of the purchase and sale of the Shares (the "Closing") will take place on 1981-03-18 (the "Closing Date") at the offices of the Seller.

At Closing and upon the Purchaser paying the balance of the Purchase Price in full to the Seller, the Seller will duly execute the transfer the Shares to the Purchaser.

## 6. VOTING RIGHTS

The Seller will own any right to vote associated with the Shares before the Closing of this Agreement. The Purchaser will own any right to vote associated with the Shares after the Closing of this Agreement.

## 7. DIVIDENDS

The Seller will own any dividends earned by the Shares and payable before the Closing of this Agreement. The Purchaser will own any dividends earned by the Shares and payable after the Closing of this Agreement.

## 8. EXPENSES

The Seller and Purchaser agree to pay all their own costs and expenses in connection with this Agreement.

## 9. FINDER'S FEES

The Seller and Purchaser will not pay finder's fees to each other or to any other individual in connection to this Agreement.

All parties to this Agreement affirm that no broker, investment banker, or other intermediary has facilitated the transaction contemplated by this Agreement and is entitled to a fee or commission as a result. The parties to this Agreement indemnify and hold harmless all other parties to this Agreement with regard to any claims for brokerage fees or other commissions that may be made by any party pertaining to this Agreement.

## 10. GOVERNING JURISDICTION

This Note is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the Province of Nova Scotia. The Seller

and the Purchaser hereby attorn to the jurisdiction of the Courts of the Province of Nova Scotia.

#### 11. SEVERABILITY

If a court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, it is the desire of both parties that any modifications made to these provisions by a court of competent jurisdiction be made only to the extent necessary to ensure that the provisions are enforceable, as determined by the reasonable judgement of the court.

Should any provisions in this Agreement be invalid or unenforceable, those provisions shall have no bearing on the remaining provisions of the agreement. All other provisions will be valid, and fully enforceable; further, any partially unenforceable provisions will be enforced to as great an extent as possible.

#### 12. BINDING EFFECT

The covenants and obligations set forth in this Agreement shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of the Seller and the Purchaser.

#### 13. ASSIGNMENT

Neither the Seller nor the Purchaser may assign this Agreement or any interest herein without the prior written consent of the other party.

#### 14. ADDITIONAL PROVISIONS

1. Lorem ipsum semper posuere auctor, himenaeos ullamcorper.
2. Lorem ipsum malesuada per dui, interdum nulla lorem ultrices, eleifend ante senectus.
3. Lorem ipsum platea eu aliquam, vivamus sit feugiat.
4. Lorem ipsum elit velit, facilisis volutpat.

#### 15. COUNTERPARTS

This Agreement may be executed in counterparts.

## 16. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the transaction between the Seller and the Purchaser. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral. Both the Seller and the Purchaser acknowledge that they have relied upon their own inspection, investigation and judgement in entering into this Agreement.

(This space intentionally left blank)

IN WITNESS WHEREOF the Seller and Purchaser have duly affixed their signatures under hand and seal on this 13th day of May, 1987.

\_\_\_\_\_  
Witness:

Per: \_\_\_\_\_  
(SEAL) Shayne Castellanos

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Witness:

Per: \_\_\_\_\_  
(SEAL) Mandi Shearer

\_\_\_\_\_  
(Date)