Date of Agreement

Name
Address
City, Province/State
Postal Code

Dear (Owners of Business)

Re: Share Purchase Agreement of Superior (Name of Business)

This interim Share Purchase Agreement ("Agreement") sets forth the basic business terms and conditions of proposed arrangements between the owners of the (Business), Operating as (Legal name of business and location), as Vendor (the "Vendor"), and the Purchaser") to purchase the shares of the above operating company which owns the business as referenced below.

The Business
Located at_____

Purchase Price

The Purchase Price for the Business shall be $_____ (Canadian), for 100% of the shares of the company. The Purchase Price is payable in Canadian funds at Closing, subject to the Adjustments.

Conditions Precedent

1. To determine the adjusted cash flow of the business to be approximately $_____
2. Vendor to provide terms of Seller Financing
3. Proof of financing can be obtained.

Open For Acceptance

This offer is open for acceptance or counter until _____2023 at 3:00 pm. B.C. time and may be accepted by your signature on the enclosed copy of this letter and delivered to: -

Bob Hughes, Astra Business Corporation, 530 Sandbar Place, Delta, B.C.,
Email bhughes@abc-astra.com

Deposit

An initial deposit ("Deposit") of $10,000.00 (Canadian) by certified cheque, will be delivered to the Vendor's lawyer within 24 hours of acceptance of the interim Share Purchase Agreement. The Deposit is to be held by the Vendor's lawyer in "Trust" and will be refundable to the Purchaser, with interest, prior to the end of the Due Diligence Period in the event that the Purchaser is not satisfied with the results of its due diligence investigations.

Upon removal of Conditions Precedent or after expiry of the Due Diligence Period, the Deposit will become non-refundable, and the Purchaser agrees to increase the Deposit by an additional $_____.00 by certified cheque and depositing the additional funds in trust with the Vendor's lawyer.

Adjustments

On Closing, adjustments re inventory, and other prepaid expenses will be made based on the financial statement as of _____ as per Schedule A.

Formal Agreement

Within ten (10) business days following the waiver or removal of the Purchaser's Conditions Precedent, the Purchaser shall provide a Formal Definitive "Share Purchase Agreement" containing the same terms and conditions, to the Vendor's lawyer. Should the Purchaser not remove Conditions Precedent, the initial deposit with interest will be returned to the Purchaser.

Due Diligence Period

Within five (5) business days of the acceptance of the interim Share Purchase Agreement, the Purchaser shall deliver to the Vendor a list of all items initially required for it to complete its due diligence (the "Due Diligence List"). Included in the list will be three years of financial statements, the most recent list of assets included in the sale.

The Purchaser shall have 30 days following receipt of the information contained on the Due Diligence List (the "Due Diligence Period") to investigate the Business. During the Due Diligence Period, the Vendor shall grant the Purchaser access to the Business and such reports, studies, information, files, and accounts within the possession or control of the Vendor which the Purchaser reasonably requests and that are relevant to the purchase of the Property. If the Purchaser, in its sole discretion, is completely satisfied with its review of the due diligence material and the Business, the Purchaser shall indicate to the Vendor such satisfaction or waiver of its conditions in writing prior to the end of the Due Diligence Period. The Purchaser shall have the right, in its sole discretion, to terminate this Interim Share Purchase Agreement for any reason up until the end of the Due Diligence Period.

Closing

The Closing of this transaction shall take place no later than 30 days following the expiration of the Due Diligence Period or at such other time that is mutually acceptable to the Vendor and Purchaser.

Operation of the Business

Until Closing, the Business shall remain at the risk of the Vendor and the Vendor agrees to operate the Business as would a prudent owner. All letters of intent, leases, offers to lease, service contracts and any other agreements relating to the Business, entered into by the Vendor prior to Closing, will be forwarded to the Purchaser for its approval prior to removal of Conditions Precedent, which approval may not be unreasonably withheld during the Due Diligence Period and may be unreasonably withheld after the Due Diligence Period until the Closing.

Material Adverse Changes

In the event that an occurrence with respect to the Business should take place at any time prior to the Closing, that, in the opinion of the Purchaser acting reasonably and in good faith, has a material adverse impact on any aspect of the Business (a "Material Adverse Change") the Purchaser shall have the option to terminate the Purchase and Sale Agreement upon notice to the Vendor.

Title

The Business will, on Closing, be in good, marketable, and free of all encumbrances save and except for permitted existing encumbrances and the Vendor's representations and warranties acceptable to the Purchaser with respect to the Business. Be in good condition.

Brokers Commission

The Vendor acknowledges and agrees to be responsible for any and all brokerage fees of 10% payable with respect to this transaction. Fees payable at the time of closing shall be only to Astra Business Corporation.

Assignment

The Purchaser may assign its interest in this Share Purchase Agreement without the consent of the Vendor and upon assignment the Purchaser is not released from its obligations hereunder.

Public Announcements

Subject to the requirements of any applicable laws, neither party will make any public announcement or statement with respect to this interim Share Purchase Agreement, or the transaction contemplated hereby without the consent of the other party.

Notice

Any notice under this interim Share Purchase Agreement shall be in writing and shall be delivered either personally or by email transmission or facsimile, to the party to whom it is addressed and will be deemed received upon personal delivery or facsimile transmission.

This interim Share Purchase Agreement is an expression of our willingness to continue discussions, which we hope will lead to the satisfactory negotiated Purchase and Sale Agreement. This interim Share Purchase Agreement is not a legally binding agreement. Neither the expenditure of funds nor the undertaking of actions in furtherance of the proposed transaction shall be considered partial performance or a binding agreement nor shall it be the basis for any reliance upon the terms of this "Agreement" by anyone.

We would appreciate being advised regarding acceptability of this "Agreement's" terms prior to 3:00 pm _____, after which time we will assume the Vendor does not have any interest in proceeding. Should the Vendor wish to proceed please have them sign and return a copy of this "Agreement" to evidence confirmation of its terms.

DATED this day _____

Purchaser:
Name
Address,
City, Province/State
or a Company to be formed.

_____
(Authorized Signatory)

_____
Witness

AGREED to this day of _____, Year

Vendors: Name(s)

_____ _____
(Authorized Signatory) Witness