ASSIGNMENT OF ASSETS

This Assignment of Assets (the “Assignment”) is made and effective [DATE],

**BETWEEN: [STOCKHOLDER NAME]** (the "Stockholder"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

**AND: [YOUR COMPANY NAME]** (the "Company"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

[YOUR COMPLETE ADDRESS]

WHEREAS, on the day of [DATE], the Company was formed by Articles of in company filed with the Registrar of Companies in and for the [COUNTRY], and;

WHEREAS, it is necessary to transfer certain assets into the Company in order to capitalise the Company, and;

WHEREAS, Stockholder is desirous of transferring to the Company certain assets shown on the attached Annexure "A," and the Company is desirous of acquiring said assets.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter entered into, it is agreed as follows:

1. Stockholder does hereby transfer and assign those assets listed on the attached Annexure "A" to the Company.
2. In consideration for said transfer the Company issues to Stockholder [NUMBER] shares of stock in the Company, with a par value [PRICE] per share.

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

STOCKHOLDER COMPANY

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title