

State of _____

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is made this _____ day of _____, 20_____, between:

Seller: _____, located at _____ (the "Seller") and

Purchaser: _____, located at _____ (the "Purchaser"). The parties agree to the following:

I. Shares. The Seller is the owner of _____ [Number] shares of (Class _____) Stock (the "Stock") of _____ [Company] (the "Company"), a _____ [State] Corporation.

II. Purchase and Sale. Seller agrees to sell _____ [Number] shares to Purchaser for \$ _____ per share for a total price of \$ _____ dollars. Seller shall deliver to Purchaser stock certificates representing this stock.

III. Delivery. Purchaser and Seller agree to exchange the total price for the stock certificates simultaneously on _____, 20_____.

IV. Seller's Representations. Seller represents that:

1. The Company is in good standing under the laws of the State of _____.
2. The Seller is the record owner of the stock.
3. The stock is free and clear of all security interests, liens, encumbrances, equities, or other charges.
4. There are no other claims or restrictions on the Stock.
5. There is no act or omission that would give rise to any claim for commission, fees, or other payment in relation to the transaction.
6. Approval (Check one)
 - Seller has received approval from _____ [Officer], an officer at the Company, to sell the shares of stock. The officer's signature is below.
 - Seller does NOT need approval from any officer of the corporation to sell the shares.



V. Expenses. The parties are responsible for their own fees, including legal counsel, accountants, and other agents incurred pursuant to this Agreement regardless of whether this Agreement is executed.

VI. Indemnification. The Purchaser and Seller agree to indemnify and hold harmless the other from any claim, damage, liability, loss, expense, arising out their failure to perform the obligations set forth in this agreement.

VII. Miscellaneous

- 1. Dispute Resolution.** Any dispute arising out of or related to this Agreement that the Purchaser and Seller are unable to resolve by themselves shall be settled by arbitration in the State of _____ in accordance with the rules of the American Arbitration Association. The written decision of the arbitrator(s), as applicable, shall be final and binding. Judgment on a monetary award or enforcement of injunctive or specific performance relief granted by the arbitrator(s) may be entered in any court having jurisdiction over the matter.
- 2. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Purchaser and Seller and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.
- 3. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
- 4. Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of _____, not including its conflicts of law provisions.
- 5. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.
- 6. Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes and cancels all prior agreements, whether oral or written, with respect to such subject matter.
- 7. Amendment.** This Agreement may be amended or modified only by a written agreement signed by both parties.
- 8. Notices.** Any notice or other communication given or made to any party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address in Exhibit 1 or to another address as that party may subsequently designate by notice and shall be deemed given on the date of delivery.
- 9. Waiver.** No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.



IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Purchaser Signature

Purchaser Full Name

Seller Signature

Seller Full Name

Officer Signature

Officer Full Name

