

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this _(1)_ day of _____ (2) _____,
19_(3)_, by and between _____ (4) _____, (hereinafter referred to as "Seller") and
_____ (5) _____, (hereinafter referred to as "Purchaser");

W I T N E S S E T H:

WHEREAS, the Seller is the record owner and holder of the issued and outstanding

shares of the capital stock of _____ (6) _____, (hereinafter referred to as the "Corporation"), a

_____(7)____ corporation, which Corporation has issued capital stock of _____ (8) _____ shares of \$_____ (9) _____

par value common stock, and

WHEREAS, the Purchaser desires to purchase said stock and the Seller desires to sell

said stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements

contained in this Agreement, and in order to consummate the purchase and the sale of the

Corporation's Stock aforementioned, it is hereby agreed as follows:

1. PURCHASE AND SALE:

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction

contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser

certificates representing such stock, and the Purchaser shall purchase from the Seller the

Corporation's Stock in consideration of the purchase price set forth in this Agreement. The

certificates representing the Corporation's Stock shall be duly endorsed for transfer or

accompanied by appropriate stock transfer powers duly executed in blank, in either case with

signatures guaranteed in the customary fashion, and shall have all the necessary documentary

transfer tax stamps affixed thereto at the expense of the Seller.

The closing of the transactions contemplated by this Agreement (the "Closing"), shall be

held at _____ (10) _____, on _____ (11) _____, at _____ (12) _____, or such other

place, date and time as the parties hereto may otherwise agree.

2. AMOUNT AND PAYMENT OF PURCHASE PRICE.

The total consideration and method of payment thereof are fully set out in Exhibit "A"

attached hereto and made a part hereof.

3. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller hereby warrants and represents:

(a) Organization and Standing.

Corporation is a corporation duly organized, validly existing and in good standing

under the laws of the State of _____ (13) _____ and has the corporate power and authority to carry

on its business as it is now being conducted.

(b) Restrictions on Stock.

i. The Seller is not a party to any agreement, written or oral, creating rights in respect to

the Corporation's Stock in any third person or relating to the voting of the Corporation's Stock.

ii. Seller is the lawful owner of the Stock, free and clear of all security interests, liens,

encumbrances, equities and other charges.

iii. There are no existing warrants, options, stock purchase agreements, redemption

agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the

stock, nor are there any securities convertible into such stock.

4. REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER.

Seller and Purchaser hereby represent and warrant that there has been no act or

omission by Seller, Purchaser or the Corporation which would give rise to any valid claim against

any of the parties hereto for a brokerage commission, finder's fee, or other like payment in

connection with the transactions contemplated hereby.

5. GENERAL PROVISIONS

(a) Entire Agreement.

This Agreement (including the exhibits hereto and any written amendments hereof

executed by the parties) constitutes the entire Agreement and supersedes all prior agreements

and understandings, oral and written, between the parties hereto with respect to the subject

matter hereof.

(b) Sections and Other Headings.

The section and other headings contained in this Agreement are for reference purposes

only and shall not affect the meaning or interpretation of this Agreement.

(c) Governing Law.

This agreement, and all transactions contemplated hereby, shall be governed by,

construed and enforced in accordance with the laws of the State of ____ (14) _____. The parties

herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of

subject matter jurisdiction located in _____ (15) _____ County, State of ____ (16) _____. In the event

that litigation results from or arises out of this Agreement or the performance thereof, the parties

agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other

expenses, whether or not taxable by the court as costs, in addition to any other relief to which the

prevailing party may be entitled.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual

parties hereto on the date first above written.

Signed, sealed and delivered in the presence of:

_____ (17) _____ (18) _____

_____ (17) _____

_____ (17) _____ (19) _____

_____ (17) _____

EXHIBIT "A"

AMOUNT AND PAYMENT OF PURCHASE PRICE

(a) Consideration.

As total consideration for the purchase and sale of the Corporation's Stock, pursuant to

this Agreement, the Purchaser shall pay to the Seller the sum of _____ (20) _____ Dollars

(\$ _____), such total consideration to be referred to in this Agreement as the "Purchase

Price".

(b) Payment.

The Purchase Price shall be paid as follows:

i. The sum of _____ (21) _____ Dollars (\$ _____) to be delivered to Seller upon the execution of this Agreement.

ii. The sum of _____ (22) _____ Dollars (\$ _____) to be delivered to Seller at Closing.