STOCK PURCHASE AND SALE AGREEMENT

Location: ______________________ Date: ______________________

Seller Information:

Full Legal Name: ______________________

Federal Tax ID / SSN: ______________________

Address: ______________________

Phone/Email: ______________________

Buyer Information:

Full Legal Name: ______________________

Federal Tax ID / SSN: ______________________

Address: ______________________

Phone/Email: ______________________

Stock Information:

Corporation Name: ______________________

Number of Shares: ______________ Class/Series: ______________

Certificate Number(s): ______________________

Restrictions on Transfer (if any): ______________________

Purchase Price and Payment Terms:

Purchase Price: ______________________ USD

Payment Method and Schedule: ______________________

Clause 1 – Sale of Shares

Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase from Seller, the Shares described herein, free and clear of all liens, claims, and encumbrances, on the terms and conditions set forth in this Agreement.

Clause 2 – Purchase Price

The total purchase price for the Shares shall be the amount set forth above, payable in lawful money of the United States of America in accordance with the agreed payment schedule.

Clause 3 – Representations and Warranties of Seller

Seller represents and warrants that Seller is the lawful owner of the Shares, has full right, power and authority to sell the Shares, the Shares are free from any liens or encumbrances, and that no consent or approval of any third party is required to effectuate the sale.

Clause 4 – Representations and Warranties of Buyer

Buyer represents and warrants that Buyer has full power, authority, and legal capacity to enter into this Agreement and to consummate the transactions contemplated herein.

Clause 5 – Conditions to Closing

The obligations of the parties to close the transactions contemplated herein are subject to the satisfaction or waiver of customary closing conditions, including receipt of all necessary approvals, consents, and absence of material adverse changes.

Clause 6 – Closing

The closing of the purchase and sale of the Shares (the "Closing") shall take place at a mutually agreeable time and place, or as otherwise agreed by the parties.

Clause 7 – Delivery of Stock Certificates and Documents

At Closing, Seller shall deliver to Buyer duly endorsed stock certificates representing the Shares, together with any necessary documents of transfer and other instruments reasonably required to effectuate the transfer.

Clause 8 – Covenants

Seller and Buyer each agree to execute and deliver such further documents and perform such further acts as may be necessary to carry out the provisions and purposes of this Agreement.

Clause 9 – Confidentiality

Each party agrees to keep confidential and not disclose to any third party any non-public information relating to the other party or the transactions contemplated herein, except as required by law or with prior consent.

Clause 10 – Indemnification

Seller agrees to indemnify and hold Buyer harmless against any losses arising from any breach of Seller's representations and warranties. Buyer agrees to indemnify Seller for losses arising from Buyer's breach.

Clause 11 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of __________, without regard to conflict of law principles.

Clause 12 – Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in __________ County, __________, in accordance with the rules then in effect of a mutually agreed arbitration organization.

Clause 13 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations.

Clause 14 – Amendments

This Agreement may be amended or modified only by a written instrument signed by both parties.

Clause 15 – Notices

All notices hereunder shall be in writing and shall be deemed duly given when delivered personally or sent by certified mail or recognized courier to the parties at their respective addresses.

Clause 16 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

Clause 17 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

Clause 18 – Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Clause 19 – No Waiver

No waiver by either party of any breach or default shall be deemed a waiver of any subsequent breach or default.

Clause 20 – Signatures

The parties have executed this Agreement as of the date first written above, intending to be legally bound.

SELLER'S SIGNATURE	BUYER'S SIGNATURE
Signature: __________________________	Signature: __________________________