

Note: *This form of Stock Purchase Agreement contemplates the purchase of shares of stock of the target company directly from selling stockholders. IT HAS BEEN DRAFTED TO BE FAVORABLE TO BUYER. As with any form, care should be taken to tailor the provisions of this agreement to the specific transaction for which it is used.*

STOCK PURCHASE AGREEMENT

BY AND AMONG

[PURCHASER]

[COMPANY]¹

AND

[THE SELLING STOCKHOLDER(S)]

Dated as of _____, 200_

¹ Company might be party to agreement if it is making operating representations and warranties together with or instead of Selling Stockholders. Company might also make certain covenants or be required to waive certain rights, etc. Purchaser should be careful to agree to having Company be “on hook” for too many things; after closing it will do Purchaser little good to have rights against Company which will then be wholly (or primarily) owned by Purchaser.

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE I SALE AND PURCHASE OF SHARES.....	1
1.1 Sale and Purchase of Shares	1
ARTICLE II PURCHASE PRICE AND PAYMENT	1
2.1 Amount of Purchase Price	1
2.2 Payment of [Estimated] Purchase Price.....	2
ARTICLE III CLOSING AND TERMINATION.....	7
3.1 Closing Date.....	7
3.2 Termination of Agreement.....	7
3.3 Procedure Upon Termination.....	8
3.4 Effect of Termination.....	8
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE COMPANY.....	8
4.1 Organization and Good Standing.....	8
4.2 Authorization of Agreement	9
4.3 Capitalization	9
4.4 [No Subsidiaries.....	9
4.5 Corporate Records	10
4.6 Conflicts; Consents of Third Parties	10
4.7 Ownership and Transfer of Shares.....	11
4.8 Financial Statements	11
4.9 No Undisclosed Liabilities.....	12
4.10 Absence of Certain Developments.....	12
4.11 Taxes	14
4.12 Real Property	19
4.13 Tangible Personal Property.....	20
4.14 Intellectual Property.....	20
4.15 Material Contracts.....	23
4.16 Employee Benefits	23
4.17 Labor	26
4.18 Litigation.....	27
4.19 Compliance with Laws; Permits	27

4.20	Environmental Matters.....	28
4.21	Insurance	29
4.22	Inventories; Receivables; Payables.....	29
4.23	Related Party Transactions	30
4.24	Customers and Suppliers.....	30
4.25	Banks.....	30
4.26	No Misrepresentation.....	30
4.27	Financial Advisors	31
ARTICLE IV-A REPRESENTATIONS AND WARRANTIES OF THE SELLING STOCKHOLDERS		31
4A.1	Organization And Good Standing.....	31
4a.2	Authorization Of Agreement	31
4a.3	Conflicts; Consents Of Third Parties	32
4a.4	Ownership And Transfer Of Shares.....	32
4a.5	No Misrepresentation.....	33
ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER.....		33
5.1	Organization and Good Standing.....	33
5.2	Authorization of Agreement	33
5.3	Conflicts; Consents of Third Parties	33
5.4	Litigation.....	34
5.5	Investment Intention	34
5.6	Financial Advisors	34
5.7	Financing.....	34
ARTICLE VI COVENANTS		35
6.1	Access to Information	35
6.2	Conduct of the Business Pending the Closing	35
6.3	Consents.....	38
6.4	Filings with Governmental Bodies	38
6.5	Other Actions	39
6.6	Non Negotiation; Non-Solicitation	40
6.7	Preservation of Records	41
6.8	Publicity	41
6.9	Releases.....	41

6.10	Use of Name	41
6.11	Environmental Matters.....	42
6.12	[Non-Competition Agreements.....	42
6.13	Updated Schedules.....	42
ARTICLE VII CONDITIONS TO CLOSING		43
7.1	Conditions Precedent to Obligations of Purchaser	43
7.2	Conditions Precedent to Obligations of the Selling Stockholder[s]	45
ARTICLE VIII DOCUMENTS TO BE DELIVERED		45
8.1	Documents to be Delivered by the Selling Stockholder[s].....	45
8.2	Documents to be Delivered by the Purchaser	46
ARTICLE IX INDEMNIFICATION.....		46
9.1	Indemnification	46
9.2	Limitations on Indemnification for Breaches of Representations and Warranties	48
9.3	Indemnification Procedures.	48
9.4	Tax Matters	49
9.5	Tax Treatment of Indemnity Payments.....	60
ARTICLE X MISCELLANEOUS		60
10.1	Certain Definitions.....	60
10.2	Payment of Sales, Use or Similar Taxes.....	66
10.3	Survival of Representations and Warranties.....	66
10.4	Expenses	67
10.5	Specific Performance	67
10.6	Further Assurances.....	67
10.7	Submission to Jurisdiction; Consent to Service of Process; [Arbitration].....	67
10.8	Entire Agreement; Amendments and Waivers	68
10.9	Governing Law	69
10.10	Table of Contents and Headings	69
10.11	Notices	69
10.12	Severability	70
10.13	Binding Effect; Assignment.....	70
10.14	[Stockholders' Representative	70
10.15	Non-Recourse.	70

10.16 Counterparts..... 70

Exhibits

Exhibit A – Shareholder Information

Exhibit B -- Non-Competition Agreement[s]

Exhibit C – Selling Stockholder Release

Exhibit D – Employment Agreement

Exhibit E – Opinion of _____

Exhibit F – Escrow Agreement