

This agreement is outright sale for cash. Make changes as necessary.

STOCK SALE AGREEMENT

THIS AGREEMENT made and entered into this the ____ day of _____,
20____, by and between _____ (hereinafter "Seller") and
_____ (hereinafter "Buyer").

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION I - SALE OF STOCK

- 1.1 Capital Stock to be Sold. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller _____ (____) shares of the common stock of _____, representing _____ percent (____%) of the outstanding capital stock of _____ (hereinafter the "Stock").
- 1.2 Purchase Price. The purchase price for the Stock shall be _____ Dollars (\$_____) payable in cash at closing.
- 1.3 Closing. The Closing shall be in the offices of _____ at _____ a.m. on the ____ day of _____, 20____, or as otherwise agreed by the parties.

SECTION II - REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF SELLER

Seller represents or warrants to Buyer as follows:

- 2.1 Organization of Company. _____ is a corporation duly organized, validly existing, and in good standing under the laws of the State of _____, with all requisite power and authority to own its properties and carry on its businesses now conducted.
- 2.2 Capitalization. The Capitalization of _____ consists of _____ shares of common stock, each share with _____ (\$ _____) dollar par value, of which _____ shares are validly issued and outstanding, fully paid, and non-assessable. Other than as described in this Section 2.2, _____ does not have authorized or outstanding any stock or securities, or any options, warrants, convertible securities, or other right to purchase or convert any obligations into stock or securities of _____, nor is _____ obligated to issue any stock, securities, options, warranties, or other such rights.
- 2.3 Ownership of Stock. Seller has good and marketable title to all shares of Stock, free and clear of all liens, claims, equities, encumbrances, and restrictions of every kind, and has full, complete and unrestricted legal right, power and authority to assign, transfer, and deliver such Stock pursuant to this Agreement.

SECTION III - REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF BUYER

Buyer represents, warrants, and agrees as follows:

- 3.1 Buyer has been provided and has reviewed all information which it has requested and deemed relevant to its purchase of the Stock from Seller and has had a full and complete opportunity to review all of the financial and other business records of _____.

Buyer has not relied on any representations of Seller, either material or otherwise, regarding its purchase of the Stock but, instead, has had full and complete opportunity to fully inspect, review, and other-wise analyze the benefits and risks associated with purchasing the Stock.

SECTION IV - MISCELLANEOUS

- 4.1 Survival Representations and Warranties. All survival representations and warranties made in this Agreement and the liability of the parties for the breach, inaccuracy, or other failures of such representations of warranties shall survive the Closing for a period of one (1) year.
- 4.2 Attorneys Fees. In the event of litigation to enforce this Agreement or any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees, including fees on appeal, if any, in addition to other relief awarded.
- 4.3 Brokers Fee. Seller and Buyer warrant that they have not employed any broker in connection with this transaction.
- 4.4 Assignment: Succession. This Agreement shall not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors, and permitted assigns.

4.5 Jurisdiction. This Agreement shall be enforced and interpreted in accordance with the laws of the State of _____.

WITNESS THE SIGNATURES of the parties this the ____ day of _____, 20____.

SELLER:

By: _____

BUYER:

By: _____