

## STOCK PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** (this “Agreement”), is made May \_\_\_\_\_, 2015 by and between, \_\_\_\_\_ (“Purchaser”) and \_\_\_\_\_ (“Seller”).

**WHEREAS**, Seller is desirous to sell, and Purchaser is desirous to purchase, \_\_\_\_\_ **shares** of unrestricted common stock, \$0.001 par value, of an existing publicly traded company to be disclosed upon the completion of the reverse merger, as noted below (the “Company”), which stock is held by the Seller (the “Stock”); and

**WHEREAS**, Robert Cohen has a business that has developed certain 3D technology, and that business will be reverse merged into the Company.

**NOW THEREFORE**, the undersigned parties agree as follows:

### **1. Purchase and Sale**

**1.1 Description of Securities**. Seller owns 4,250,000 founder shares of unrestricted common stock of the Company.

#### **1.2 Sale and Purchase; Closing**.

(a) Sale. Upon the terms and subject to the conditions contained herein, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the Stock for the purchase price of **\$.50** per share (the “Purchase Price”).

(b) Purchase Price. The Purchase Price is payable as follows: \$ \_\_\_\_\_ **USD** due immediately.

(c) Closing. The closing (the “Closing”) on the purchase and sale of the Stock shall be the date the reverse merger is completed. At the Closing, (A) Seller will (i) deposit with the Depository Trust Company (“DTC”) in Purchaser’s name the Stock free and clear of any restrictions, liens or encumbrances (other than any restrictions under state securities laws), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, and demands and (ii) provide any stock powers, if applicable, and (B) Seller shall deliver this Agreement, fully executed. The Purchase Price shall be delivered pursuant to Section 1.2(b) above. The date of the Closing shall be referred to as the “Closing Date”.

(d) Non-refundable. Purchaser hereby acknowledges that all money paid shall be **NON-REFUNDABLE** upon payment, and that the Company shall have sole discretion on the use of those funds immediately upon receipt thereof.

(e) Termination. This Agreement shall terminate upon the payment by Purchaser of the Purchase Price in full to Seller pursuant to the terms herein.

**2. Acceptable Funds.** All money payable under this Agreement, unless otherwise specified, shall be paid in US dollars.

**3. Lock-Up.** Purchaser hereby agrees to not sell or transfer any or all of the Stock for a period of thirty (30) days beginning on the date the Stock is deposited at DTC in the name of the Purchaser.

**4. Leak Out.** Following the lock-up period described in Section 3 above, Purchaser hereby agrees to limit his sale or transfer of shares of the Stock to a maximum weekly amount equal to ten percent (10%) of the average daily trading volume of the previous business week. When determining the previous business week's average daily trading volume, bank holidays shall be ignored and such business week shall be treated as four (4) or three (3) days long, as applicable.

**5. Representations and Warranties of Purchaser.**

**5.1 Authorization, Consents or Approvals.** Purchaser has full power and authority to enter into and perform this Agreement. This Agreement has been duly executed by Purchaser and constitutes the legal, valid, binding and enforceable obligation of Purchaser and is enforceable against him in accordance with its terms subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to creditors rights and to general principles of equity. No authorization, consent or approval of, notice to, or filing with, any public body or governmental authority or any other person is necessary or required in connection with the execution and delivery by Purchaser of this Agreement except where the failure to obtain any such consent, approval or action, to make any such filing or to give any such notice could not reasonably be expected to adversely affect the ability of Seller and Purchaser to consummate the transaction contemplated herein.

**5.2 Disclosure.** No statement, representation or warranty by Purchaser in this Agreement contains any untrue statement of material fact, or omits to state a material fact, necessary to make such statements, representations or warranties not misleading. Purchaser represents that he/she/it is a friend, family member, or close business associate of Robert Cohen.

**6. Representations and Warranties of Seller.**

**6.1 Authorization of Transaction.** Seller has full power and authority to execute and deliver this Agreement and to perform the obligations of Seller hereunder. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions.

**6.2 Title.** Seller holds of record and owns beneficially the Stock, free and clear of any restrictions on transfer, liens, encumbrances, taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, and demands.

**6.3 Noncontravention.** Neither the execution and the delivery of this Agreement, nor the consummation of the transaction contemplated hereby, will violate any constitution,

statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject, or conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which Seller is bound.

**7. Changes Must Be In Writing.** This Agreement may not be altered, amended, changed, modified, waived or terminated in any respect or particular unless the same shall be in writing signed by the party to be bound.

**8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

**9. Other Matters.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement. Time is of the essence. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**IN WITNESS WHEREOF**, the parties have executed this Agreement, the date first above written.

**SELLER**

**BUYER**

\_\_\_\_\_  
**Designated Party**

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