

Stock Administration Kit

This kit contains forms that are helpful for the creation and the administration of your stock:

1. Stock Certificate
2. Affidavit for lost, stolen, destroyed stock certificate
3. Assignment of a stock certificate
4. Assignment and transfer of a stock certificate
5. Stock purchase agreement example 1
6. Stock purchase agreement example 2
7. Stock purchase agreement example 3
8. Stock agreement – maintaining the continuity of corporate ownership
9. Stock agreement – between two corporations
10. Stock transfer ledger
11. Stock issuance journal

AFFIDAVIT FOR LOST, STOLEN, DESTROYED STOCK CERTIFICATE

State of _____
County of _____

I, [name] , being duly sworn, state:

That I reside at [address] , [city] , [state]

That I am the legal and beneficial owner of [number] shares of the [specify class] stock of [corporation] represented by certificates described as follows:

Number	Date	Registered Name
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That said certificates [were or were not] endorsed. That I have not assigned, hypothecated, pledged, or in any other way disposed of either the stock certificates or my rights as a stockholder, in whole or in part. That I am entitled to full and exclusive possession of said certificates.

That the circumstances surrounding the [loss, or theft, or destruction, or disappearance] of said certificates and my attempt to locate them are as follows:

That the purpose of preparing this affidavit is to induce [corporation] to issue new certificates to replace those that have been [lost, stolen, destroyed].

I hereby agree to surrender to [corporation] the original certificates issued to me should they hereafter come into my possession or control.

Dated: _____

[Signature]

ASSIGNMENT OF STOCK CERTIFICATE

For value received, I, _____(1)_____, of
_____(2)_____, assign to _____(3)_____, of _____(4)_____,
assignee __ (5) __ shares of stock of _____(6)_____, which shares stand in
my name on the books of such corporation and are represented by certificate No.
____(7)_____.

I warrant that the assigned certificate is genuine and, to my knowledge, valid,
and that I have the legal right to transfer it.

I appoint assignee my attorney in fact to effect a transfer of the assigned shares
on the books of _____(8)_____ with full power of substitution in the premises.

Dated _____(9)_____, 2__(10)_____.

_____(11)_____

ASSIGNMENT AND TRANSFER OF STOCK CERTIFICATE

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to __, (__) shares of the stock of _ (Corporation) standing in the name of the undersigned on the books of the Corporation and represented by Certificate No. _.

The undersigned hereby and irrevocably constitutes and appoints _____, attorney-in-fact, to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated: _

In the presence of:

STOCK PURCHASE AGREEMENT

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

WITNESSETH:

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.

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2____, by and between _____, hereinafter collectively referred to as the "Seller" and _____ and/or assigns and/or nominees, hereinafter collectively referred to as the "Purchaser" (the term "Purchaser" shall extend to in the first instance the original Purchaser named herein and also the assigns of such Purchaser);

WITNESSETH:

WHEREAS, the Seller is the record owner and holder of the issued and outstanding shares of the capital stock of _____, hereinafter referred to as the "Corporation", a _____ corporation, which Corporation has issued capital stock of _____ shares of \$ _____ par value common stock, and

WHEREAS, the Purchaser desires to purchase all of the issued and outstanding capital stock of the Corporation (referred to as the "Corporation's Stock"), and the Seller desires to sell or cause to be sold all of the Corporation's 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: CLOSING. a. Purchase and Sale of Corporation's Stock. Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey and transfer, or cause to be sold, conveyed or transferred, all of the Corporation's Stock 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 Section 2 and Exhibit "A" of 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.

b. Procedure for Closing. The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at _____, on the _____ day of _____, 2____, at _____ or such other place, date and time as the parties hereto may otherwise agree (such date to be referred to in this Agreement as the "Closing Date").

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 and has the corporate power and authority to carry on its business as it is now being conducted. A true and correct copy of:

i. its Certificate of Incorporation and all amendments thereto to date certified by the Secretary of State of the State of , and

ii. its Bylaws as now in effect, will be delivered by Seller to the Purchaser prior to the Closing Date. The Corporation's minute books will be made available to the Purchaser and its representatives at any reasonable time or times prior to the Closing for inspection and will be complete and correct as of the date of any such inspection.

b. Capitalization. The authorized capital stock of the Corporation consists of shares of \$ par value common stock.

c. Restrictions on Stock.

i. Neither the Corporation nor Seller is 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 all the Corporation's 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 capital stock of the Corporation, nor are there any securities convertible into such stock.

d. Subsidiaries. The Corporation has no subsidiaries.

e. Authority Relative to this Agreement. Except as otherwise stated herein, the Seller has full power and authority to execute this Agreement and carry out the transactions contemplated by it and no further action is necessary by the Seller to make this Agreement valid and binding upon

Seller and enforceable against it in accordance with the terms hereof, or to carry out the actions contemplated hereby. The execution, delivery and performance of this Agreement by the Seller will not :

i. constitute a breach or a violation of the Corporation's Certificate of Incorporation, By-Laws, or of any law, agreement, indenture, deed of trust, mortgage, loan agreement or other instrument to which it is a party, or by which it is bound;

ii. constitute a violation of any order, judgment or decree to which it is a party or by which its assets or properties are bound or affected; or

iii. result in the creation of any lien, charge or encumbrance upon its assets or properties, except as stated herein.

f. Financial Statements. Seller is furnishing financial statements of the Corporation as an inducement to Purchaser to purchase the Corporation's Stock and accordingly, Seller warrants and represents the financial operating history or condition of the Corporation as indicated by the financial statements turned over to Purchaser. Moreover, Seller warrants and represents that at closing the Corporation and the Corporation's Stock will not be subject to any liability save and except those specifically enumerated in Exhibit "B" attached hereto and made a part hereof.

To the extent that liabilities are discovered by Purchaser after Closing which relate to events prior to Closing, Seller shall be responsible to forthwith pay such liabilities, including income tax liabilities in cash within fifteen (15) days thereof, or alternatively, if Seller objects to such liabilities in good faith, litigate the issue and indemnify and save harmless Purchaser from any claim for such liability. This indemnification as it relates to income tax liabilities of the Corporation shall terminate on the tenth (10th) day after the expiration of the applicable period of limitations on assessments and collections applicable to such taxes under the Internal Revenue Code. Moreover, the aforementioned indemnity shall not apply to any tax liability which may occur by reason of actions taken by the Purchaser including, but not limited to, the liquidation of the Corporation.

g. Tax Matters. The Corporation has timely prepared and filed all federal, state and local tax returns and reports as are and have been required to be filed and all taxes shown thereon to be due have been paid in full.

h. Litigation. The Corporation is not a party to any litigation, proceeding or administrative investigation and to the best knowledge of the Seller none is pending against the Corporation or its properties.

i. Properties. The Corporation has good and merchantable title to all of its properties and assets which are those properties and assets set out in Exhibit "C" attached hereto and made a part hereof. At closing, such properties and assets will be subject to no mortgage, pledge, lien, conditional sales agreement, security agreement, encumbrance or charge, secured or unsecured, except for real estate taxes and tangible personal property taxes which shall be prorated as of the date of closing, or those specifically set out in Exhibit "B".

j. Compliance with Applicable Laws. None of the Corporation's actions are prohibited by or have violated or will violate any law in effect on the date of this Agreement or on the date of closing. None of the actions of the Corporation shall conflict with or result in any breach of any of the provisions of, or constitute a default under, or result in the creation of any lien, security interest, charge or encumbrance upon the capital stock of the Corporation, or upon any of the assets of the Corporation, under the provisions of the Certificate of Incorporation or Bylaws or any indenture, mortgage, lease, loan agreement or other agreement to which the Corporation and/or the Seller is a party or by which the capital stock or properties and assets of the Corporation are bound to effect it.

The Corporation is in compliance with all applicable laws, including, but not limited to, corporate laws, zoning regulations, restaurant and beverage laws and regulations, if applicable, city, and/or county and state occupational laws and regulations, internal revenue laws, and any and all other laws which may effect the operation or liability of the Buyers herein.

k. Documents for Review. The Corporation's documents enumerated in Exhibit "D", attached hereto and made a part hereof, are true, authentic, and correct copies of the originals, or, if appropriate, the originals themselves, and no alterations or modifications thereof have been made.

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. TRANSACTIONS PRIOR TO THE CLOSING. Seller hereby covenants the following:

a. Conduct of Corporation's Business Until Closing. Except as Purchaser

may otherwise consent in writing prior to the Closing Date, Seller will not enter into any transaction, take any action or fail to take any action which would result in, or could reasonably be expected to result in or cause, any of the representations and warranties of Seller contained in this Agreement, to be not true on the Closing Date.

b. Resignations. Seller will deliver to Purchaser prior to the Closing Date the resignation of each director and officer of the Corporation, each such resignation to be effective on the Closing Date.

c. Satisfactions. Seller will deliver to Purchaser on the Closing Date a satisfaction from any mortgage and lien holder of the Corporation's property, satisfactory in form and substance to the Purchaser and his counsel indicating that the then outstanding unpaid principal balance of any promissory note secured thereby has been paid in full prior to or simultaneously with the Closing.

d. Advice of Changes. Between the date hereof and the Closing Date, Seller will promptly advise Purchaser in writing of any fact which, if existing or known at the date hereof, would have been required to be set forth herein or disclosed pursuant to this Agreement, or which would represent a material fact the disclosure of which would be relevant to the Purchaser.

6. EXPENSES. Each of the parties hereto shall pay its own expense in connection with this Agreement and the transactions contemplated hereby, including the fees and expenses of its counsel and its certified public accountants and other experts.

7. GENERAL. a. Survival of Representations and Warranties. Each of the parties to this Agreement covenants and agrees that the Seller's representations, warranties, covenants and statements and agreements contained in this Agreement and the exhibits hereto, and in any documents delivered by Seller to Purchaser in connection herewith, shall survive the Closing Date and terminate on the second anniversary of such date. Except as set forth in this Agreement, the exhibits hereto or in the documents and papers delivered by Seller to Purchaser in connection herewith, there are no other agreements, representations, warranties or covenants by or among the parties hereto with respect to the subject matter hereof.

b. Waivers. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party shall be deemed to constitute a waiver by the party taking such action or compliance with any representation, warranty, covenant or agreement contained herein, therein and in any documents delivered in connection herewith or therewith. The waiver by any party hereto of a breach of any provision of this Agreement

shall not operate or be construed as a waiver of any subsequent breach.

c. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid:

To Seller:

To Purchaser:

or to such other address as such party shall have specified by notice in writing to the other party.

d. Entire Agreement. This Agreement (including the exhibits hereto and all documents and papers delivered by Seller pursuant hereto and any written amendments hereof executed by the parties hereto) 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.

e. 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.

f. 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 . 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 County, State of . 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 such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

g. Conditions Precedent. The Conditions Precedent to the enforceability of this Agreement are outlined in Exhibit "E", attached hereto and made a part hereof. In the event that said Conditions Precedent are not fulfilled by the appropriate dates thereof, this Agreement shall be deemed null and void and any deposits paid shall be returned to the Purchaser forthwith.

h. Treasury Stock. It is understood and agreed by the Purchaser that none of the consideration furnished by Purchaser hereunder (\$) shall be for treasury stock and such consideration, subject to the terms hereof,

records of the Corporation.

iii. Check of Purchaser in the sum of Dollars (\$) to be delivered to Seller's attorney as escrow agent at closing to be held by said agent for a period of sixty (60) days to insure that the Corporation's liabilities have been fully satisfied and liquidated.

iv. Check of Purchaser in the sum of Dollars (\$) to be delivered to Seller at Closing.

c. In the event that the Purchaser, after a complete review of the Corporation's books, records, financial statements, sales tax receipts, bank statements, check books, and any other document required by Purchaser to verify the standing, status or performance of the Corporation, does not approve said purchase, then, in that event, all deposits paid to that date shall be returned to Purchaser with no further liability, responsibility or obligation.

**EXHIBIT "B"
LIABILITIES OF CORPORATION**

**EXHIBIT "C"
PROPERTIES AND ASSETS OF CORPORATION**

EXHIBIT "D" DOCUMENTS FOR REVIEW

- i. Corporate Articles of Incorporation
- ii. Corporate Bylaws
- iii. Corporate Minutes and Resolutions
- iv. Financial and Operating Statements
- v. Sales Tax Returns
- vi. Alcoholic Beverage Returns (If applicable)
- vii. Income Tax Returns
- viii. Accounts Payable Ledgers
- ix. Accounts Receivable Ledgers
- x. Leasehold Agreement(s) (If applicable)
- xi. Warranty Deeds (If applicable)
- xii. Bills of Sale (If applicable)

**EXHIBIT "E"
CONDITIONS PRECEDENT**

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2____, by and between _____, ("Seller") and _____, ("Purchaser");

WHEREAS, the Seller is the record owner and holder of the issued and outstanding shares of the capital stock of _____, ("Corporation"), a _____ corporation, which Corporation has issued capital stock of _____ shares of _____ 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 ("Closing"), shall be held at _____, on _____, at _____, 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 _____ 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 _____. 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 _____ County, State of _____. 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:

By: _____

By: _____

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

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

STOCK AGREEMENT: form documenting an agreement between a corporation and its stockholders that restricts the transfer of shares to maintain continuity of corporate ownership

Agreement made _____[date], between _____, a corporation organized and existing under the laws of _____[state], with its principal office at _____[address], _____[city], _____ County, _____[state], here referred to as the corporation, and the following stockholders of the corporation, here referred to as the stockholders:

Name	Stockholder's Residence	Number of Shares
.....
.....
.....

RECITALS

A. The above-named stockholders of the corporation desire to assure continuity of ownership of the corporation.

B. The stockholders, after mutual consultations, have agreed, in order to insure such continuity, to restrict the sale or transfer of shares of the corporation, both during the lifetime and at the death of any of the stockholders.

For the reasons above set forth, and in consideration of the mutual covenants and promises of the parties hereto, the corporation and the stockholders agree as follows:

SECTION ONE.

FIRST RIGHT OF PURCHASE IN CORPORATION

If any stockholder shall, during the stockholder's lifetime, desire to sell or transfer all or any part of the stockholder's shares of stock in the corporation, the stockholder shall first offer to sell the above-mentioned shares to the corporation at a price per share equal to the then book value of each of the shares as of the last day of the calendar month next preceding the date the shares are offered for sale. Book value shall be determined by the independent certified accountants for the corporation and such valuation shall be in accordance with generally accepted accounting principles consistent with the method of accounting then employed by the corporation and shall be binding on the parties.

SECTION TWO.

OFFER TO OTHER STOCKHOLDERS IF CORPORATION DOES NOT PURCHASE

The offer to sell shall be communicated in writing by the selling stockholder to the board of directors of the corporation and to all other stockholders, and the corporation

shall have a period of _____ (_____) days after receipt of such notice in which to exercise its rights to purchase the shares at a price determined as specified in Section One. If the corporation shall refuse or neglect to notify the selling stockholder in writing of its intention to purchase the shares within the _____-day period, or if the corporation is prohibited by law from making such a purchase or redemption, the selling stockholder shall then notify in writing the other stockholders of the stockholder's intention to sell and the number of shares offered for sale and the other stockholders shall have an additional period of _____ (_____) days within which to accept the offer to sell on the same terms and conditions as offered to the corporation, each of the other stockholders having the right to purchase the number of shares owned by the selling stockholder equal to such purchasing stockholders' proportionate ownership of the corporation immediately prior to the receipt of such offer to sell.

SECTION THREE.

STOCKHOLDER'S RIGHTS IF NEITHER CORPORATION NOR OTHER STOCKHOLDERS EXERCISE OPTION

If neither the corporation nor the other stockholders elect to purchase the shares within the time limited on the terms set forth above, the stockholder desiring to sell or transfer his or her shares shall be free to do so to any other person or corporation free of any restrictions provided herein; provided, however, that such sale or transfer shall not be on terms less favorable to the selling stockholder unless the less favorable terms are re-offered to the corporation and/or the other stockholders as herein provided. If the sale or transfer to any other such person or corporation is not completed within _____ (_____) days after the expiration of the periods of time set forth in this agreement, the selling stockholder must, before making any subsequent sale or transfer, re-offer the shares to the corporation and/or the other stockholders as provided in this agreement.

SECTION FOUR.

CLOSING OF SALE

The closing of the sale and transfer of such shares to the corporation or to the other stockholders of the corporation shall take place within _____ days after the acceptance of the selling stockholders' offer to sell and the purchase price so determined shall be paid by the purchasers to the seller by means of a promissory note due _____ years from date, bearing interest at the rate of _____ percent (____%) per annum on the unpaid principal balance, principal payable in full at the end of the _____-year term, plus interest. Such promissory note shall permit prepayment at any time without penalty.

Simultaneously with such payments, the stock of the selling stockholder shall be delivered to the purchaser in such form as to effectively transfer such shares, at which time such selling stockholder's rights as a shareholder of the corporation shall cease to exist as to the shares so transferred.

SECTION FIVE.

DEATH OF STOCKHOLDER

On the death of a stockholder named above, the corporation shall purchase and the estate or personal representative of the deceased stockholder shall sell the decedent's stock in the corporation for a consideration equal to the book value of such stock as established by the accountants for the corporation as herein provided above. In the event the corporation is then prohibited by law from making such purchase or redemption of the decedent's shares of stock in the corporation, the then surviving stockholders of the corporation shall purchase and the decedent's estate shall sell all of the shares of stock owned by the decedent on the date of his or her death at the same price and on the same terms and conditions as set forth above. In the event of the survival of two or more stockholders of the corporation; each shall be jointly and severally liable to the decedent's estate for the purchase price, but as between them they shall share such liability in the ratio that the number of the shares of stock respectively owned by them at the time of the decedent's death bears to the aggregate number of such shares and the shares of stock owned by the decedent's estate shall, in like manner, be apportioned between them based on their proportionate ownership of the shares of stock of the corporation at the date of the decedent's death. The closing of the sale and purchase of the shares by the corporation or, in the event of its inability to complete the purchase by the surviving stockholders shall be made within _____ months after the date of the deceased stockholder's death and the purchase price shall be paid to the estate of the decedent under the terms of Section Four. In making the valuation of the shares, the accountants for the corporation shall determine the book value as herein provided as of the end of the calendar month next preceding the date of the decedent's death.

SECTION SIX.

LEGEND ON STOCK CERTIFICATE

No stockholder of the corporation shall sell or offer to sell to a person not a party to this agreement, nor transfer or assign any of his or her right, title, or interest in or to any stock owned by the stockholder during the stockholder's lifetime nor shall a stockholder's heirs, personal representatives, successors, or assigns make any such sale or transfer of such shares after the death of any of the stockholders except in accordance with the terms and conditions of this agreement. Certificates of stock subject to this agreement shall be endorsed as follows: "This certificate of stock is subject to a stock purchase agreement between its owners, the issuing corporation, and the other stockholders thereof, dated _____, and is transferable only in accordance with the agreement."

SECTION SEVEN.

TERMINATION OF AGREEMENT

This agreement shall terminate and become null and void on the occurrence of any of the following events:

(a). Cessation of the corporate business or enterprise during the lifetime of the stockholders;

(b). Bankruptcy or receivership or dissolution of the corporation;

(c). Death of the stockholders simultaneously or within a period of _____ days, one from the other; or

(d). Mutual agreement of termination executed by all of the stockholders of the corporation and shown in the minute book.

In witness whereof, the parties have executed this agreement at _____ *[designate place of execution]* the day and year first written above.

[Signatures]

[Acknowledgments]

**STOCK AGREEMENT BETWEEN TWO CORPORATIONS: contract
documenting a corporation's purchase of stock in another corporation**

Agreement made this _____ day of _____, _____[year], by and between the undersigned "seller" and _____, a corporation, called the "buyer."

Seller sells to buyer, and buyer purchases from seller, _____ shares of the common stock of _____, a _____ corporation, at the price and on the terms and conditions set forth.

1. Purchase price. The price to be paid by buyer to seller for the shares of common stock shall be \$_____ per share or an aggregate purchase price of \$_____.

2. Delivery of stock and payment of purchase price.(a) The certificate or certificates for the shares of common stock sold by seller are delivered to buyer, duly endorsed for transfer to buyer, and buyer acknowledges receipt of the certificate or certificates.

(b). The purchase price shall be paid _____, or more at buyer's option, on or before _____, and a like sum, or more at buyer's option, on the _____ day of _____ of each year until the _____ day of _____, _____[year], at which time the entire unpaid balance of the purchase price shall be due and payable. Buyer shall pay interest on the diminishing balance of the purchase price at the rate of four percent per annum from the _____ day of _____, _____[year], which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

3. Successors and assigns. The provisions of this agreement shall inure to the benefit of and bind the successors and assigns of buyer and the executors, administrators, heirs, successors and assigns of seller.

