**Redemption Agreement**

This Agreement is entered into on [Insert Date] by and between [Insert Company Name] having its principal offices at [Insert Company Address] and [Insert Shareholder Name] of [Insert Shareholder Address] the undersigned stockholder of the Company (the "Redeeming Stockholder").

WHEREAS the Company desires to acquire from the Redeeming Stockholder's [Insert Number of Shares] share(s) (the "Shares") of Common Stock of the Company on the terms and conditions hereinafter set forth, and the Redeeming Stockholder desires to have the Shares redeemed;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

**Redemption of Shares**

Subject to the terms and conditions hereinafter set forth, the Company hereby agrees to acquire from the Redeeming Stockholder the Shares, at a price in cash equal to $[Insert Amount] in the aggregate (the "Redemption Price"), and the Redeeming Stockholder agrees to sell the Shares to the Company for such price. The certificate reflecting the Shares will be surrendered and delivered by the Redeeming Stockholder contemporaneously herewith or as soon as otherwise practicable.

**Closing**

At the closing of the transaction contemplated hereby, the Redeeming Stockholder shall sell, convey and transfer the Seller's Stock, and deliver to the Company certificates representing such stock, and the Company shall purchase from the Redeeming Stockholder the Redeeming Stockholder's Stock in consideration of the purchase price set forth in this Agreement. The closing of the transactions contemplated by this Agreement (the "Closing"), shall be held at such a place as is agreed upon by the parties hereto on or before [Insert Closing Date].

**Representations by the Company**

The Company hereby represents and warrants to the Redeeming Stockholder as of the date hereof as follows:

(a) The Company is a corporation duly organized under the laws of the State of [Insert State]; and

(b) The execution, delivery, and performance of this Stock-Redemption Agreement by the Company shall have been duly approved by the Board of Directors of the Company, and all other actions required to authorize and effect the acquisition of the Shares shall have been duly taken and approved.

**Representations and Warranties of Redeeming Stockholder**

Redeeming Stockholder warrants and represents:

(a) The Redeeming Stockholder is not a party to any agreement, written or oral, creating rights in respect of any Redeeming Stockholder's Stock in any third person or relating to the voting of Redeeming Stockholder's Stock.

(b) Redeeming Stockholder is the lawful owner of Redeeming Stockholder's Stock, free and clear of all security interest, liens, encumbrances, equities and other charges.

(c) There are no existing warrants, options, stock purchase agreements, restriction of any nature, relating to the subject Redeeming Stockholder's Stock.

**Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the state of [Insert State].

**Entire Agreement**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**Severability**

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**Miscellaneous**

(a) This Stock-Redemption Agreement shall not be changed, modified, or amended except by a writing signed by both the Company and the Redeeming Stockholder.

(b) This Stock-Redemption Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors, and/or assigns. This Stock-Redemption Agreement sets forth the entire agreement and understanding
between the parties as to the subject matter hereof and supersedes all prior discussions, agreements, and understandings of any and every nature between them.

(c) This Stock-Redemption Agreement may be executed in counterparts with the same effect as if the signatures thereto and hereto were upon the same document. A signed copy of this Stock-Redemption Agreement which is received via facsimile or other electronic transmissions shall be given the same effect for all purposes as if it was an original.

(d) The holding of any provision of this Stock-Redemption Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Stock-Redemption Agreement, which shall thereafter remain in full force and effect.

(e) It is agreed that a waiver by either party of a breach of any provision of this Stock-Redemption Agreement shall not operate, or be construed, as a waiver of any subsequent breach by that same party.

(f) The Redeeming Stockholder agrees to execute and deliver all such further documents, agreements, and instruments, and take such other and further action, as may be reasonably requested by the Company to carry out the purposes, intent of, and any legal requirements associated with this Stock-Redemption Agreement.

(g) Should either party default under this Agreement, the party enforcing this Agreement shall be entitled to reimbursement of all costs, including reasonable attorneys' fees incurred at the trial and appellate levels.

**Signatures**

This Agreement shall be signed by the Stockholder, [Insert Shareholder Name], and by [Insert Company Representative Name] of [Insert Company].

COMPANY:

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date
By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REDEEMING SHAREHOLDER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date