**Stock Repurchase Agreement**

This Stock Repurchase Agreement is entered into as of this [Insert Date], by and among [Insert Company Name] located at [Insert Company Address] (the "Corporation"), and [Insert Stockholder Name] of [Insert Stockholder Address] (the "Stockholder").

WHEREAS, Stockholder owns [Insert Amount] of Common Stock of the Corporation (the "Shares") and the Corporation is willing to repurchase the Shares for the Purchase Price (as defined below) upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Stockholder and the Corporation agree as follows:

**REPURCHASE AND PAYMENT**

a. Repurchase and Sale of Shares

On the terms and subject to the conditions set forth in this Agreement, the Corporation agrees to purchase from the Stockholder and the Stockholder agrees to sell, transfer, convey and deliver to the Corporation [Insert Amount] of Common Stock of the Corporation at a price equal to $[Insert Amount] per share.

b. Payment for Shares

The total purchase price for the shares shall be $[Insert Amount] (the "Purchase Price"). Upon receipt of the Purchase Price, the Stockholder irrevocably appoints any officer, employee, or agent of the Corporation as his attorney to cancel or transfer the Shares on the books of the Corporation with the full power of substitution.

**REPRESENTATIONS AND WARRANTIES**

**Representations and Warranties of the Stockholder**

The Stockholder represents and warrants to the Corporation as follows:

a. Power and Authority
The Stockholder has the power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby.

b. Validity and Enforceability
This Agreement and all other instruments or documents executed by the Stockholder in connection herewith have been duly executed by the Stockholder, and constitute legal, valid, and binding obligations of the Stockholder, enforceable in accordance with their respective terms.

c. No Encumbrances
The Stockholder is the owner of the record of all right, title, and interest (legal and beneficial), free and clear of all liens, in and to the Shares. Upon delivery of certificates representing the Shares to be sold by the Stockholder to the Corporation hereunder and payment therefor pursuant to this Agreement, good, valid and marketable title to such Shares, free and clear of all liens, encumbrances, equities, claims, liabilities, or obligations, whether absolute, accrued, contingent or otherwise, will be transferred to the Corporation.

d. Knowledge and Access
The Stockholder has such knowledge and experience in financial and business matters and has been furnished access to such information and documents concerning the Corporation that it is capable of evaluating the merits and risks of accepting the Purchase Price in exchange for the Shares and the other terms and conditions of this Agreement. The Stockholder has had an opportunity to ask questions and receive answers concerning the terms and conditions of this repurchase and to obtain additional information regarding the Corporation's plans and future prospects.

e. Accredited Investor Status
The Stockholder is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

**Representations and Warranties of the Corporation**

The Corporation represents and warrants to the Stockholder as follows:

a. Power and Authority
The Corporation has the power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby.

b. Organization and Qualification
The Corporation is incorporated, duly organized, validly existing and in good standing under the laws of the State of [Insert Location].

c. Validity and Enforceability
This Agreement and all other instruments or documents executed by the Corporation in connection herewith have been duly executed by the Corporation, and constitute legal, valid, and binding obligations of the Corporation, enforceable in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity (whether considered in an action at law or in equity). The terms of this Agreement and the underlying transaction comply with all applicable laws of the United States of America and of any applicable state thereof and no consent, approval, order or authorization of, or registration, qualifications, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Corporation is required in connection with the consummation of the repurchase of shares contemplated by this Agreement.

**MISCELLANEOUS**

**Notices**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above, or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

**Entire Agreement**

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

**Amendment**

This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall 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 shall be deemed to be written, construed, and enforced as so limited.

**Governing Law**

This Agreement shall be governed by and construed in accordance with the internal laws of the [Insert Location].

**Signatures**

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

**Counterparts**

This Agreement may be executed in separate counterparts, either of which, when so executed, shall be deemed to be an original and both of which, when taken together, shall constitute but one and the same agreement.

**Survival**

The representations, warranties, covenants, and agreements made herein shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, notwithstanding any investigation made by either party.

**Further Assurances**

Each party shall at any time and from time to time after the date hereof take whatever actions the other party or its affiliates or agents reasonably request to effectuate, record, evidence or perfect its transfer of the Shares to the Corporation pursuant to this Agreement or to otherwise effectuate or consummate any of the transactions contemplated hereby.

**COMPANY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Insert Name of Company Representative]

**STOCKHOLDER:**

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By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Insert Name of Stockholder]