STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") dated as of the ____ day of _____, 20__ between BUYER (the Buyer) and CORPORATION, an Ohio corporation (the "Company").

RECITALS:

A. The Company desires to issue and sell to Buyer, and Buyer desires to purchase from the Company, ____ shares of the common stock of the Company (the "Shares"), upon and subject to the terms and conditions set forth herein.

B. Buyer is willing to purchase the Shares upon and subject to the terms and conditions stated herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Sale and Purchase. Upon the terms and subject to the conditions herein set forth, the Company hereby sells, issues and delivers to Buyer, and Buyer hereby purchases from the Company, the Shares.

2. Purchase Price. The sum of _____ Dollars ($_____.00) has been paid by Buyer to the Company as the aggregate purchase price for the Shares, and the Company hereby acknowledges the receipt and sufficiency thereof as payment in full for the Shares.

3. Stock Certificate. The Company has delivered to Buyer herewith a stock certificate representing the Shares issued in the name of Buyer and dated _____, 20__, receipt of which is hereby acknowledged by Buyer.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to Buyer as follows:

(a) The Shares are duly authorized, validly issued, fully paid and nonassessable, and on the date hereof constitute _____% of the issued and outstanding shares of common stock of the Company.

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(b) This Agreement and the sale of the Shares to Buyer hereunder have been duly authorized by all necessary corporate action on the part of the Company.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to the Company as follows:

(a) Buyer is acquiring the Shares for his own account, for investment and not with a view to the distribution thereof.

(b) Buyer understands and acknowledges that the Shares have not been registered under the Securities Act of 1933, as amended, or under the securities laws of any state; that the Shares may not be transferred except pursuant to an effective registration statement under such Act and applicable state securities laws or in compliance with exemptions from the registration requirements thereof available for the transaction.

(c) Buyer understands and acknowledges that the Shares are held by him subject to the Shareholders' Agreement dated _____, 20___ and the related Amended Schedule A thereto dated as of _____, 20___.

(d) Buyer acknowledges that, as an officer and director of the Company, he is familiar with its operations, prospects and financial condition.

6. Miscellaneous.

(a) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements, memoranda, understandings and undertakings between the parties relating to the subject matter hereof.

(b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio without regard to the application of its conflicts of laws principles.

(c) This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

(d) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, and their respective successors, assigns, heirs and personal representatives. This Agreement shall not be assignable by either party hereto without the prior written consent of the other.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered, as of the day and year first above written.

COMPANY:

CORPORATION

By: _____
, President

BUYER:

_____
BUYER

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