



Stock Transfer Agreement

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STOCK TRANSFER AGREEMENT

This Transfer Agreement is entered into as of this ___ day of _____, 20__ by and among [NAME OF TRANSFEROR] (the “**Transferor**”), the [NAME OF TRANSFEREE] (the “**Transferee**”) and [NAME OF COMPANY] (the “**Corporation**”), a [STATE] corporation.

WITNESSETH:

WHEREAS, the Transferor is a stockholder of the Corporation owning [NUMBER] of shares of [common] stock, [par value \$_____ per share] [without par value] (referred to hereinafter as the “[**Common**] **Stock**” or the “**Shares**”);

WHEREAS, the Transferor and the Transferee have entered into a [NAME OF AGREEMENT] (the “**Agreement**”) pursuant to which the Transferor wishes to transfer the Shares to the Transferee;

WHEREAS, to induce the Corporation to consent to the transfer of the Shares by the Transferor to the Transferee, the Transferee wishes to make the agreements set forth herein;

NOW, THEREFORE, the Transferor, the Transferee, agree to be legally bound hereby, hereby agree as follows:

1. The Transferor represents and warrants that he, she or it is the true and lawful beneficial and record owner of the shares and by separate instrument is transferring to the Transferee, subject to the consent of the Corporation as herein provided, all right, title and interest of the Transferor in and to the Shares.

2. The Transferor represents and warrants that [he, she or it] acquired the Shares for investment purposes and not with a view to the transfer or further distribution thereof, and that the transfer of the Shares to the Transferee has been occasioned by a changed in circumstance on the part of the Transferor that has necessitated the transfer of the Shares from the Transferor to the Transferee.

3. The Transferee represents and warrants to the Corporation that (i) the Transferee is acquiring Shares for investment purposes and not with a view to the resale or further distribution thereof; (ii) the Transferee is an “accredited investor” as such term is defined under Regulation D promulgated under the Securities Act of 1933, as amended; (iii) the Transferee has not relied on any representations or warranties made by the Corporation in determining to effect the acquisition of the Shares; and (iv) the Transferee has independently evaluated the merits and risks of his, her or its acquisition of the Shares.

4. In reliance on the foregoing representations, warranties and covenants, the Corporation hereby consents to the transfer of the Shares from the Transferor to the Transferee, and agrees to cause such transfer to be reflected on the books and records of the Corporation.

The Transferee shall indemnify and hold harmless the Corporation from and against any claim, liability, loss or expense (including reasonable attorneys' fees) that the Corporation may suffer or incur arising out of, based upon or in any way related to any breach of the representations, warranties and covenants of the Transferor and the Transferee hereunder.

IN WITNESS WHEREOF, the undersigned have executed this Stock Transfer Agreement as of the date first written above.

TRANSFEROR:

Signature:
Print Name: _____

TRANSFEEE:

Signature:
Print Name: _____

Taxpayer ID No. _____

[NAME OF COMPANY]

By: _____
Its: