\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, INC. STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (“Agreement”) is made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Inc., a \_\_\_\_\_\_\_\_\_\_ corporation with its principal offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Licensee”), and The Board of Trustees of The University of AnyCity, for and on behalf of The University of AnyCity (hereinafter “UA”), a public institution of higher education, established under the laws of the State of AnyCity.

BACKGROUND

1. Concurrently with the execution of this Agreement, UA is entering into a License Agreement with Licensee effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “License Agreement”), whereby UA is licensing to Licensee certain technology owned by UA;
2. In partial consideration for the execution and delivery of the License Agreement by UA, Licensee agreed to issue and has issued to UA certain shares of Licensee’s capital stock in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties hereby agree as follows.

# **ISSUANCE OF SHARES**

##  **Purchase of Shares**. In partial consideration for the execution and delivery of the License Agreement by UA, Licensee hereby agrees to issue to UA two hundred fifty thousand shares (the “Shares”) of Licensee’s Common Stock which will cause UA to own shares of Common Stock representing at least twenty-five percent (25%) of all of the outstanding shares of the capital stock of Licensee on a fully diluted basis as of the date hereof, assuming the exercise, conversion and/or exchange of all outstanding securities of Licensee for or into shares of Common Stock, on the terms and conditions as hereinafter set forth.

##  **Additional Purchases**. In accordance with Section 6.2 of the License Agreement, until one million dollars ($1,000,000) of additional capital is invested in Licensee, Licensee shall issue to UA, for no additional consideration, from time to time, such number of additional shares of Common Stock (collectively, the “Additional Shares”) as will cause UA to continue to hold shares of Common Stock representing at least twenty-five percent (25%) of all of the outstanding capital stock of Licensee on a fully diluted basis, assuming the exercise, conversion and/or exchange of all outstanding securities of Licensee for or into shares of Common Stock determined on the date hereof and at least annually thereafter. Each purchase and sale of any Additional Shares shall occur at a time and place designated by Licensee, at which UA shall deliver to Licensee such documents as Licensee may reasonably require and Licensee shall deliver to UA a stock certificate or certificates representing such Additional Shares.

# **REPRESENTATIONS, WARRANTIES AND COVENANTS**

###  **Representations and Warranties of Licensee**. Licensee hereby represents and warrants to UA as follows:

### **Organization and Good Standing**. Licensee is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted.

### **Capitalization**. The capital stock Licensee is authorized to issue, and the beneficial ownership of the shares of each class and series thereof and of the securities convertible, exercisable or exchangeable therefore that are outstanding upon execution of this Agreement, are as set forth on Exhibit A attached hereto. No other person has (i) options, warrants, or other rights to purchase or receive any securities of Licensee, (ii) securities convertible, exercisable or exchangeable into other securities of Licensee, or (iii) any right of first refusal or any preemptive rights in connection with the issuance of the Shares or the Additional Shares (collectively, the “Shares”) or with respect to any future offer, sale or issuance of securities by Licensee.

### **Certificate of Incorporation; Organizational Documents**. A true and complete copy of Licensee’s articles of incorporation, bylaws and certificate(s) of designation as in effect on the date of the issuance of the Shares is attached hereto as Exhibit B.

### **Subsidiaries**. Licensee does not own or control, directly or indirectly, any capital stock or other direct or indirect ownership interest in any corporation, partnership, limited liability company or partnership, association or other business entity.

### **Authorization**. All action (corporate or otherwise) on the part of Licensee, its officers, directors and shareholders necessary for the authorization, execution and delivery of this Agreement and the transactions contemplated thereby, the performance of all obligations of Licensee under the Transaction Documents and the authorization, issuance and delivery of the Shares pursuant to this Agreement has been taken. Each of the Transaction Documents constitutes the valid and legally binding obligation of Licensee enforceable in accordance with its terms.

### **Valid Issuance of the Shares; Offering Exemption**. The Shares and any Additional Shares, when issued, sold and delivered in accordance with the terms of this Agreement, have been and will be duly and validly issued, fully paid and nonassessable; free of any liens, options, encumbrances, proxies, adverse claims or restrictions; and, assuming the accuracy of UA’s representations in this Agreement at the time of each such issuance, issued in compliance with all applicable federal and state securities laws and are exempt from registration under the Securities Act of 1933, as amended, and the regulations promulgated thereunder (the “1933 Act”) and from registration under applicable state securities or blue sky laws. Issuance of the Shares is not subject to preemptive or any similar rights of Licensee or others.

### **Governmental Consents**. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state, or local governmental authority (other than filings required to be made under applicable Federal and State securities laws) on the part of Licensee is required in connection with the authorization, execution, delivery of the Transaction Documents and performance of all obligations of Licensee under the Transaction Documents, and the authorization, issuance and delivery of the Shares pursuant to this Agreement.

### **No Conflict with Other Instruments**. Licensee is not in violation or default of any provisions of Licensee’s articles of incorporation, bylaws, certificate(s) of designation, or other charter documents (collectively, the “Charter Documents”) or of any instrument, judgment, order, writ, decree or contract to which Licensee is a party or by which Licensee is bound or of any provision of any statute, rule or regulation applicable to Licensee. The execution, delivery and performance of this Agreement will not result in any violation of, be in conflict with, or constitute a default under, with or without the passage of time or the giving of notice: (i) any provision of the Charter Documents; (ii) any provision of any judgment, decree or order to which Licensee is a party or by which Licensee is bound; (iii) any material contract, obligation or commitment to which Licensee is a party or by which Licensee is bound; or any statute, rule or regulation applicable to Licensee.

### **Absence of Claims**. There are no actions, suits, claims, investigations or legal or administrative proceedings pending or, to the best of Licensee’s knowledge and belief, threatened, against Licensee, and there are no judgments, decrees or orders of any court, or government department, commission or agency entered or existing against Licensee or any of its assets or properties;

### **Solvency**. Licensee is not unable and has not admitted in writing its inability to pay its debts generally as they become due, filed or consented to the filing against it of a petition in bankruptcy or a petition to take advantage of any insolvency act, made an assignment for the benefit of creditors, consented to the appointment of a receiver for itself or for the whole or any substantial part of its property, or had a petition in bankruptcy filed against it, been adjudicated a bankrupt, or filed a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other laws or of the United States or any other jurisdiction.

### **Registration Rights**. Except as provided for herein, Licensee is not a party to any agreement or commitment that obligates Licensee to register under the 1933 Act any of Licensee’s presently outstanding securities or any of Licensee’s securities that may hereafter be issued.

### **Compliance with Securities Laws**. The offer, grant, sale, and/or issuance of the Shares will not be in violation of the 1933 Act, the Securities and Exchange Act of 1934, as amended, and the regulations promulgated thereunder (the “Exchange Act”), as amended, any state securities or blue sky law, or the Charter Documents, when offered, sold and issued in accordance with this Agreement.

### **Transfer Restrictions**. There are no restrictions on the transfer of capital stock of Licensee imposed by the Charter Documents, any agreement to which Licensee is a party (other than those agreements expressly contemplated by this Agreement), any order of any court or any governmental agency to which Licensee is subject, or any statute other than those imposed by relevant state and federal securities laws.

### **No Broker**. No finder, broker, agent, financial advisor or other intermediary has acted on behalf of Licensee in connection with the offering or sale of the Shares or the negotiation or consummation of this Agreement or any of the transactions contemplated hereby.

### **Full Disclosure**. Licensee has provided UA with all of the information that UA has requested for deciding whether to purchase the Shares. None of the Transaction Documents or any other disclosures, documents or certificates made or delivered by Licensee in connection therewith, as of the date hereof or thereof, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.

##  **Covenants of Licensee**. Licensee covenants to UA as follows:

### **Corporate Existence.** Licensee shall maintain Licensee’s corporate existence and qualification and make no material change (directly or through subsidiaries) in the present nature of Licensee’s business. Licensee shall not amend its Charter Documents without the prior written consent of UA, if such amendment would adversely affect the rights of UA as a stockholder of Licensee.

### **Rule 144 Compliance.**  With a view to making available the benefits of certain rules and regulations of the Commission which may at any time permit the sale of the shares to the public without registration, Licensee agrees to: (i) make and keep public information available, as those terms are understood and defined in Rule 144 under the 1933 Act; (ii) use its best efforts to file with the Securities and Exchange Commission (the “Commission”) in a timely manner all reports and other documents required of Licensee under the 1933 Act and the Exchange Act; (iii) furnish to each holder of Registrable Securities (as hereinafter defined) forthwith upon request a written statement by Licensee as to Licensee’s compliance with the reporting requirements of Rule 144 and of the 1933 Act and the Exchange Act, a copy of the most recent annual or quarterly report of Licensee, and such other reports and documents so filed by Licensee as such holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such holder to sell any Registrable Securities without registration; and (iv) use Licensee’s best efforts to satisfy the requirements of all such rules and regulations (including the requirements for current public information, registration under the Exchange Act and timely reporting to the Commission).

##  **Representations of UA**. UA hereby represents to Licensee as follows:

### **Investment Intent**. UA is purchasing the Shares for UA’s own account for investment and not with a view to, or for sale in connection with, any distribution of the Shares or any portion thereof and not with any present intention of selling, offering to sell or otherwise disposing of or distributing the Shares or any portion thereof in any transaction other than a transaction exempt from registration under the 1933 Act.

### **Information Concerning Licensee**. UA has had an opportunity to discuss with officers and directors of Licensee the plans, operations and financial condition of Licensee and has received all such information as UA has deemed necessary and appropriate to enable UA to evaluate the financial risk inherent in making an investment in the Shares.

### **Economic Risk**. UA is able, without impairing its financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of UA’s investment.

### **No Broker**. No finder, broker, agent, financial advisor or other intermediary has acted on behalf of UA in connection with the offering of the Shares or the negotiation or consummation of this Agreement or any of the transactions contemplated hereby.