Stock Subscription Agreement, Pre-Incorporation

______________________, referred to as PROMOTER, and ____________, referred to as SUBSCRIBER, agree:

PROMOTER shall organize a corporation to be preliminarily named __________________, to be incorporated in the state of ___________.

The planned initial stock offering shall be _____ shares, of ______ stock, with a par value of $______(_________ per share).

SUBSCRIBER agrees to purchase shares of _____________ stock upon issuance. In the event that the offering is over subscribed, the SUBSCRIBER shall be entitled to a proportional purchase of shares.

The shares purchased are not registered with the United States Securities and Exchange Commission, nor the Securities Commission of any state.

The PURCHASER represents that it is qualified under the relevant rules and regulations of the United States Securities and Exchange Commission and the Securities Commission of any state, which may have jurisdiction to purchase these shares.

The PURCHASER further represents that it is not purchasing these shares with an intention of resale, nor will it take any actions that may result in it being considered an underwriter of the shares.

Prior to any transfer of these shares, the PURCHASER shall provide to the issuer of the stock a legal opinion, in a form acceptable to the counsel for the issuer, that the transfer will not result in the loss of the exemptions from registration of the securities then claimed by issuer.

The PURCHASER further represents that it has had adequate opportunity to obtain any information relevant to the decision to purchase, and has also had adequate opportunity to consult with advisors of their choice.

The PURCHASER agrees that prior to delivery of the stock to execute the shareholders agreement dated _________________.

Upon execution of this agreement, the SUBSCRIBER will pay to PROMOTER the sum of $________(______________&___/100 dollars) which shall be used for an organizational fund for the expenses of pre-incorporation. The balance shall be due upon issuance of the shares.

<u>Notices</u>.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Promoter: ____.

If to the Subscriber: ____.

No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of ____________________ and any dispute under this Agreement must be brought in this venue and no other.

Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Dated: ________________________________

PROMOTER:

____

SUBSCRIBER:

____

Stock Subscription Agreement, Pre-Incorporation

Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Pre-incorporation agreements are less risky, as a rule, for promoters because courts recognize the high risk and ambiguous state of these emerging enterprises. These documents can serve to protect subscribers' interests by writing in various clauses such as anti-dilution stock agreements (e.g., stock can not be diluted until an IPO, is a standard such clause), compensation limitations, percentage share ownership, and the like.

1. Make multiple copies. Each subscriber should receive one. The company should keep one copy in the investor file as well in the corporate minutes. Be sure to get signed share certificates receipts, as provided in document form elsewhere in this section.