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## Stock Purchase Agreement

by Documatica Legal Forms Inc.

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THIS STOCK PURCHASE AGREEMENT (the "Agreement") is hereby executed this 8th day of January, 2010 (the "Execution Date")

**BETWEEN:**

George Smith  
of  
123 Oak Street  
Seattle, Washington  
12332

*(the "Seller")*

*OF THE FIRST PART*

- AND -

Harriet Thomson  
of  
499 Pine Street  
Seattle, Washington  
29384

*(the "Purchaser")*

*OF THE SECOND PART*

### 1. BACKGROUND

The Seller is the owner of a total of 50 regular shares stock (the "Stock") of EnterCorp (the "Corporation").

The Seller desires to sell the Stock to the Purchaser and the Purchaser desires to purchase the Stock from the Seller.

IN CONSIDERATION OF and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

## 2. PURCHASE PRICE

The Seller agrees to sell and the Purchaser agrees to purchase all the rights, title, interest, and property of the Seller in the Stock for \$1000.00 United States Dollars (USD) (the "Purchase Price").

Upon closing of this agreement, the Purchaser will pay the Seller the amount of \$1000.00 United States Dollars (USD) as a single lump sum.

Payment will be made by Bank Draft.

## 3. SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller warrants and represents to the Purchaser the following:

1. Under all relevant/applicable securities laws and regulations, the Seller would not be considered an inside, affiliate, issuer, or associate of the Corporation.
2. The Purchaser would not be restricted in any manner from re-selling the Stock in the future, notwithstanding any contrary statements in the incorporating documents of the Corporation or on the face of the certificates for the Stock.

3. The Stock is free of any lien, encumbrance, security interests, charges, mortgages, pledges, or other restrictions. The Seller is the owner in clear title of the Stock and is able to transfer clear title to the Purchaser.
4. The Seller is not bound by any agreement that would prevent any transactions connected with this Agreement.
5. To the Seller's knowledge, there is no legal action or suit pending against any party that would materially affect this Agreement.

#### 4. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser warrants and represents to the Seller the following:

1. Under all relevant/applicable securities laws and regulations, the Seller would not be considered an inside, affiliate, issuer, or associate of the Corporation.
2. The Purchaser is not bound by any agreement that would prevent any transactions connected with this Agreement.
3. To the Purchaser's knowledge, there is no legal action or suit pending against any party that would materially affect this Agreement.

#### 5. CLOSING

The closing of the purchase and sale of the Stock (the "Closing") will take place on January 10, 2010 (the "Closing Date") at the offices of the Seller.

At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will duly execute the transfer the Stock to the Purchaser.

All warrants and representations of the Seller and the Purchaser connected with this Agreement will survive the Closing.

## 6. VOTING RIGHTS

The Seller will own any right to vote associated with the Stock before the Closing of this Agreement. The Purchaser will own any right to vote associated with the Stock after the Closing of this Agreement.

## 7. DIVIDENDS

The Seller will own any dividends earned by the Stock and payable before the Closing of this Agreement. The Purchaser will own any dividends earned by the Stock and payable after the Closing of this Agreement.

## 8. EXPENSES

The Seller and Purchaser agree to pay all their own costs and expenses in connection with this Agreement.

This sample represents only part of a completed document.  
The remainder of the document has been intentionally omitted.