

## PRIVATE STOCK PURCHASE AGREEMENT

Form 2013a

**THIS PRIVATE STOCK PURCHASE AGREEMENT** (the “**Agreement**”), is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between \_\_\_\_\_ (the “**Purchaser**”) and AuroraTek, Inc. (the “**Seller**”).

**WHEREAS**, the Seller is the record owner and holder of the issued and outstanding Shares of Stock of AuroraTek, (hereinafter referred to as the “**Corporation**”), a C Corporation, which has the authority to sell 200,000 Shares of Stock at \$1.00 Par Value Common Stock, and

**WHEREAS**, the Purchaser desires to purchase the said Stock and the Seller desires to sell the said Stock, upon the terms and subject to the conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation’s Stock aforementioned, it is hereby agreed as follows:

### 1. PURCHASE AND SALE

Subject to the terms and conditions hereinafter set forth, the Seller shall sell, convey, transfer, and deliver to the Purchaser a Certificate representing such Stock, and the Purchaser shall purchase from the Seller the Corporation’s Stock in consideration of the purchase price set forth in the Agreement. The Certificate representing the Corporation’s Stock shall be duly endorsed for transfer with signatures guaranteed in the customary fashion.

## 2. PAYMENT OF PURCHASE PRICE

The full sum of \$\_\_\_\_\_.00 shall be delivered to the Seller to complete the execution of this Agreement.

## 3. STOCK CERTIFICATE

When the Corporation receives the monies and the transfer is complete by the Bank, the Purchaser shall receive an AuroraTek Stock Certificate within 30 days.

## 4. REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby warrants and represents:

### (a) Organization and Standing

The Seller is a Stockholder and Record Owner of the issued and outstanding Shares of Stock of the Corporation, which is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has the corporate power and authority to carry on its business as it is now being conducted.

### (b) Restrictions on Stock

(i) The Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.

(ii) The Shares of Stock of the Seller sold to the Purchaser must be held by the Purchaser for a minimum of 24 months from date of purchase and cannot be transferred, inherited, donated, or otherwise be given or sold to any other person, persons, company, organization, corporation, etc without due permission from the Seller. The Seller is to be given the first option to buy back at a reasonable market price these Shares so described on the Certificate.

**5. GENERAL PROVISIONS**

**(a) Entire Agreement**

This Agreement, including any written amendments hereof executed by the parties, constitutes the entire Agreement and supercedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

**(b) Governing Law**

This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

**IN WITNESS WHEREOF**, this Agreement has been executed by each of the individual parties hereto on the date first above written.

**PURCHASER:**

\_\_\_\_\_ [Instruction: print name]

By: \_\_\_\_\_ [Signature of Finder]

**AuroraTek, Inc.**

\_\_\_\_\_ [Instruction: print name]

By: \_\_\_\_\_ [Signature of Officer]

Title: