Form 4

Securities Purchase Agreement

SECURITIES PURCHASE AGREEMENT, dated as of [Month] \_\_, 20\_ (this “Agreement”), among the sellers listed on Schedule I hereto (the “Sellers”) and [Purchaser] (the “Purchaser”).

WHEREAS, upon the terms, conditions, and limitations set forth in this Agreement, each Seller proposes to sell to the Purchaser (i) the aggregate number of restricted shares (as defined below) of [Company], a [State of Incorporation] corporation (the “Company”), as set forth under such Seller’s name on Schedule I hereto, for the aggregate purchase price set forth under such Seller’s name on Schedule I hereto, as such aggregate number and aggregate purchase price may be adjusted as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

SECTION 1.

DEFINITIONS

(a) Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

“Affiliate” means any Person who is an “affiliate” as defined in Rule 12b-2 of the General Rules and Regulations promulgated under the United States Securities Exchange Act of 1934, as amended.

“Agreement” means this Agreement, as the same may be amended, supplemented or modified in accordance with the terms hereof.

“Board of Directors” means the Board of Directors of the Company.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks in the State of New York are authorized or required by law or executive order to close.

“Closing” has the meaning set forth in section 2(b) of this Agreement.

“Closing Date” has the meaning set forth in section 2(b) of this Agreement.

“Common Stock” means the common stock, par value $[par value] per share, of the Company.

“Company” has the meaning set forth in the recitals to this Agreement.

“Contractual Obligations” means, as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, indenture, mortgage, deed of trust or other instrument to which such Person is a party or by which it or any of its property is bound.

“$” means United States dollars.

“Governmental Authority” means the government of any nation, state, city, locality or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

“Investors Rights Agreement” means that certain Investors’ Rights Agreement dated as of [Month] \_\_, 20\_, by and among the Company, [Sellers], certain holders of Common Stock listed on Schedule 1 thereto, and the holders of Preferred Shares.

“Lien” means any mortgage, deed of trust, pledge, hypothecation, assignment, encumbrance, voting restriction (statutory or other), lien (statutory or other), or preference, priority, right or other security interest, or preferential arrangement of any kind or nature whatsoever.

“Orders” means judgments, injunctions, suits, award, decrees, or orders of any nature of any governmental authority, against or binding upon a Person.

“Person” means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority, or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

“Preferred Shares” means, the Company’s Series [\_\_\_] Preferred Stock.

“Purchased Shares” has the meaning set forth in section 2(a)(1) of this Agreement.

“Purchaser” has the meaning set forth in the preamble to this Agreement.

“Requirement of Law” means, as to any Person, any law, statute, treaty, rule, regulation, right, privilege, qualification, license or franchise, or determination of an arbitrator or a court or other Governmental Authority or stock exchange, in each case applicable or binding upon such Person or any of its property, or to which such Person or any of its property is subject, or pertaining to any or all of the transactions contemplated or referred to herein.

“Securities Act” means the United States Securities Act of 1933, as amended, and the rules and regulations of the United States Securities and Exchange Commission promulgated thereunder.

“Sellers” has the meaning set forth in the preamble to this Agreement.

SECTION 2.

PURCHASE AND SALE OF PREFERRED SHARES

(a) Purchase and Sale of Preferred Shares. Subject to the terms and conditions set forth herein, each Seller, severally and not jointly, agrees to sell to the Purchaser, and the Purchaser agrees to purchase from each Seller, on the Closing Date, the aggregate number of shares of Common Stock (subject to adjustment for share splits, share combinations, share dividends, share bonus issuances, recapitalizations, reorganizations, and the like) set forth under such Seller’s name on Schedule I hereto, for the aggregate purchase price (subject to adjustment for share splits, share combinations, share dividends, share bonus issuances, recapitalizations, reorganizations and the like) set forth under such Seller’s name on Schedule I hereto (all of the shares of Common Stock being purchased pursuant to this section 2(a)(1) being referred to herein as the “Purchased Shares”).

(b) Closing. Unless this Agreement shall have been terminated pursuant to section 7, and subject to the satisfaction or waiver of the conditions set forth in section 5 and section 6, the closing of the sale and purchase of the Purchased Shares (the “Closing”) shall take place at the offices of [Seller’s Counsel], at 10:00 a.m., local time, on the second Business Day following the date upon which the conditions set forth in section 5 and section 6 shall be satisfied or waived in accordance with this Agreement, or at such other time, place, and date that the Sellers and the Purchaser may agree in writing; provided, that in any event, the Closing shall not occur less than [three] days after the date hereof (the “Closing Date”).

(c) Deliveries. On the Closing Date, the Sellers and the Purchaser, as applicable, shall make the following deliveries:

(1) Each Seller selling Purchased Shares pursuant to section 2(a) shall deliver to the Purchaser stock certificates representing the number of shares of Common Stock set forth opposite such Selling Stockholder’s name on Schedule I, endorsed in blank or accompanied by duly executed assignment documents. If any stock certificate shall have been lost, stolen, damaged, or destroyed, the respective Selling Stockholder shall deliver to the Investor an executed affidavit of loss and indemnification agreement, in form and substance reasonably satisfactory to the Purchaser (an “Affidavit of Loss”);

(2) Each Seller shall deliver to the Purchaser a certificate from such Seller, in form and substance reasonably satisfactory to such Purchaser, dated as of the Closing Date, and signed by a duly authorized officer of such Seller, certifying that the representations and warranties of such Seller contained in section 3 hereof are true and correct in all respects at and on the Closing Date as if made at and on such date; and

(3) The Purchaser shall deliver to each Seller the aggregate purchase price for the Purchased Shares, being purchased by the Purchaser from such Seller by wire transfer of immediately available funds to a United States dollar account designated by such Seller.

SECTION 3.

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Each of the Sellers represents and warrants, severally and not jointly, to the Purchaser as follows:

(a) Existence and Power. Such Seller (i) is a [entity type] duly organized, validly existing and in good standing under the laws of its jurisdiction of [incorporation], and (ii) has all requisite [corporate] power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Authorization; No Contravention. The execution, delivery, and performance by such Seller of this Agreement, (i) have been duly authorized by all necessary [corporate] action, (ii) do not contravene the terms of such Seller’s organizational documents, or any amendment thereof, (iii) do not violate, conflict with, or result in any breach or contravention of, or the creation of any Lien under, any Contractual Obligation of such Seller, or any Requirement of Law applicable to such Seller, and (iv) does not violate any Orders against, or binding upon, such Seller.

(c) Title to Purchased Shares. Such Seller owns beneficially and of record the Purchased Shares being sold by such Seller to the Purchaser pursuant to section 2(a), and has good and valid title to such Purchased Shares free and clear of all Liens. Such Seller has the unrestricted power and authority to transfer such Purchased Shares to the Purchaser[, except for the right of first offer set forth in section [4.1] of the Investor Rights Agreement, the satisfaction or waiver of which is a condition to Closing as set forth in section 5 and section 6]. Upon delivery to the Purchaser of the stock certificates representing such Purchased Shares and payment therefor, the Purchaser shall acquire good and valid title to such Purchased Shares, free and clear of all Liens.

(d) Governmental Authorization; Third Party Consents. No approval, consent, compliance, exemption, authorization, or other action by, notice to, or filing with any Governmental Authority or any other Person, and no lapse of a waiting period under a Requirement of Law is necessary or required in connection with the execution, delivery, or performance (including, without limitation, the sale and delivery of the Purchased Shares being sold by such Seller pursuant to section 2(a) by, or enforcement against, such Seller) of this Agreement or the transactions contemplated hereby, except for [the right of first offer set forth in section [4.1] of the Investor Rights Agreement, the satisfaction or waiver of which is a condition to Closing set forth in section 5 and section 6, and which] approvals [that] are necessary or required in connection with the performance or consummation of the transactions contemplated by this Agreement, the receipt or waiver of which is a condition to Closing set forth in section 5.

(e) Binding Effect. This Agreement has been duly executed and delivered by such Seller, and this Agreement constitutes the legal, valid, and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity relating to enforceability (regardless of whether considered in a proceeding at law or in equity).

(f) Litigation. There are no actions, suits, proceedings, claims, complaints, disputes, arbitrations or investigations pending or, to the knowledge of such Seller, threatened, at law, in equity, in arbitration, or before any Governmental Authority against such Seller purporting to enjoin or restrain the execution, delivery, or performance by such Seller of this Agreement.

SECTION 4.

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to each Seller as follows:

(a) Existence and Power. The Purchaser (i) is a [entity type], duly organized and validly existing under the laws of the jurisdiction of its [incorporation], and (ii) has the requisite [corporate] power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Authorization; No Contravention. The execution, delivery, and performance by the Purchaser of this Agreement (i) have been duly authorized by all necessary [corporate] action, (ii) do not contravene the terms of the Purchaser’s organizational documents, or any amendment thereof, (iii) do not violate, conflict with, or result in any breach or contravention of, or the creation of any Lien under, any Contractual Obligation of the Purchaser or any Requirement of Law applicable to the Purchaser, and (iv) do not violate any Orders of any Governmental Authority against, or binding upon, the Purchaser.

(c) Governmental Authorization; Third Party Consents. No approval, consent, compliance, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person, and no lapse of a waiting period under any Requirement of Law, is necessary or required in connection with the execution, delivery or performance (including, without limitation, the purchase of the Purchased Shares being purchased by the Purchaser pursuant to section 2(a)) by, or enforcement against, such Purchaser of this Agreement or the transactions contemplated hereby.

(d) Binding Effect. This Agreement has been duly executed and delivered by the Purchaser, and constitutes the legal, valid, and binding obligations of the Purchaser, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium, or similar laws affecting the enforcement of creditors’ rights generally or by equitable principles relating to enforceability (regardless of whether considered in a proceeding at law or in equity).

(e) Litigation. There are no actions, suits, proceedings, claims, complaints, disputes, arbitrations, or investigations pending, or, to the knowledge of the Purchaser, threatened, at law, in equity, in arbitration, or before any Governmental Authority against the Purchaser purporting to enjoin or restrain the execution, delivery, or performance by the Purchaser of this Agreement.

(f) No Reliance on Others. The Purchaser has, in connection with its decision to purchase the Purchased Shares, relied solely upon this Agreement and on its own diligence investigation regarding the Company. The Purchaser acknowledges that it has conducted its own “due diligence,” has undertaken an independent analysis of the merits and risks of an investment in the Purchased Shares, and is not relying upon the Sellers or the Company and its officers and directors or any other person, firm, or corporation on behalf of the Sellers or the Company, in making its decision to purchase the Purchased Shares. The Purchaser is not purchasing the Purchased Shares as a result of or subsequent to any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio.

(g) Investment Intent. The Purchaser (i) is acquiring the Purchased Shares to be acquired by the Purchaser pursuant to this Agreement for its own account for investment only and with no present intention of distributing any of such Purchased Shares, or any arrangement or understanding with any other Persons regarding the distribution of such Purchased Shares; (ii) will not, directly or indirectly, offer, sell, pledge, transfer, or otherwise dispose of (or solicit any offers to buy, purchase, or otherwise acquire or take a pledge of) any of the Purchased Shares except in compliance with the Securities Act, or an exemption therefrom, and any applicable state securities or Blue Sky laws; (iii) is a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act; and (iv) understands that the Purchased Shares will contain a legend to the following effect:

THESE SECURITIES, AND THE SALE AND ISSUANCE OF THESE SECURITIES HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933 (THE “ACT”), OR ANY STATE OR OTHER JURISDICTION’S SECURITIES LAWS. THESE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, OR PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED, EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT, OR, IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER THE ACT, AN OPINION (SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY) OF COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED AND PURSUANT TO AN EXEMPTION UNDER THE ACT. ANY SUCH TRANSFER MAY ALSO BE SUBJECT TO AND MUST BE MADE IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.

(h) Purchaser Reliance. The Purchaser (i) has received, carefully read and reviewed, and is familiar with this Agreement, and confirms that all requested documents pertaining to the Purchaser’s purchase of the Purchased Shares from the Sellers have been made available to it and/or its representatives; (ii) and/or its advisors have had the opportunity to ask questions of, and receive answers from, the Sellers, or a person or persons acting on their behalf, concerning the terms of the purchase of the Purchased Shares and additional information, to the extent that the Sellers possess such information or could acquire it without unreasonable effort or expense, and all such questions have been answered to the full satisfaction of the Purchaser; (iii) is not purchasing the Purchased Shares as a result of or subsequent to any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media, or broadcast over television or radio, any seminar or meeting, or any solicitation of a subscription by a Person not previously known to it in connection with investments in securities generally; and (iv) is not relying on the Sellers, the Company, their respective officers, directors and advisors, or any Person with respect to the legal, tax, and other economic or technical considerations of the Purchaser relating to other than its own advisors, and in regard to such considerations, such Purchaser has relied on the advice of, or has consulted with, only its own advisors.

(i) Purchaser Sophistication. The Purchaser (i) has knowledge and experience in business and financial matters, prior investment experience, including investment in securities that are non-listed, unregistered and/or not traded on a national securities exchange; (ii) recognizes the highly speculative nature of the purchase of the Purchased Shares; and (iii) is able to bear the economic risk that it hereby assumes.

(j) Limited Transfers. The Purchaser understands that there is no public market for the Purchased Shares and that no market may develop for any of the Purchased Shares. The Purchaser understands that even if a public market develops for the Purchased Shares, Rule 144 (“Rule 144”) promulgated under the Securities Act requires for non-affiliates, among other conditions, a six-month holding period prior to the resale (in limited amounts) of securities acquired directly or indirectly from an issuer or from an affiliate of the issuer in a non-public offering without having to satisfy the registration requirements under the Securities Act. The Purchaser understands and acknowledges that the Company is under no obligation to register any of the Purchased Shares under the Securities Act or any state securities or “blue sky” laws. The Purchaser agrees to hold the Sellers, the Company, and their respective directors, officers, employees, affiliates, controlling persons, and agents harmless, and to indemnify them against all liabilities, costs, and expenses incurred by them as a result of (i) any misrepresentation made by the Purchaser contained in this Agreement; (ii) any sale or distribution by the Purchaser in violation of the Securities Act or any applicable state securities or “blue sky” laws; or (iii) any untrue statement of a material fact made by the Purchaser and contained herein.

SECTION 5.

CONDITIONS TO THE OBLIGATION OF THE PURCHASER TO CLOSE

The obligation of the Purchaser to purchase the Purchased Shares, to pay the purchase price therefor at the Closing, and to perform its other obligations hereunder shall be subject to the satisfaction as determined by, or waiver by, the Purchaser of the following conditions on or before the Closing Date:

(a) [Waiver of Right of First Offer. Either (i) all the holders of Preferred Shares shall have waived in writing their rights of first offer with respect to the sale of the Purchased Shares to the Purchasers pursuant to this Agreement, or (ii) the notice period under the Investor Rights Agreement relating to such rights of first offer shall have expired without the holders of Preferred Shares having elected to exercise their rights of first offer to acquire any or all of the Purchased Shares.]

SECTION 6.

CONDITIONS TO THE OBLIGATION OF THE SELLERS TO CLOSE

The obligation of the Sellers to sell the Purchased Shares and to perform their other obligations hereunder, severally and not jointly, shall be subject to the satisfaction as determined by, or waiver by, the Sellers of the following condition on or before the Closing Date:

(a) [Waiver of Right of First Offer. Either (i) all the holders of Preferred Shares shall have waived in writing their rights of first offer with respect to the sale of the Purchased Shares to the Purchasers pursuant to this Agreement, or (b) the notice period relating to such rights of first offer shall have expired without the holders of Preferred Shares having elected to exercise their rights of first offer to acquire any or all, of the Purchased Shares.]

SECTION 7.

TERMINATION OF AGREEMENT

(a) Termination. This Agreement may be terminated prior to the Closing at the election of the Sellers, individually, or the Purchaser by written notice to the other parties hereto after 5:00 p.m., New York time, on [Month] \_\_, 201\_, if the Closing shall not have occurred, unless such date is extended by the mutual written consent of the Sellers and the Purchaser; provided, however, that the right to terminate this Agreement under this section 7 shall not be available to any party whose breach of any representation, warranty, covenant or agreement under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date. If this Agreement so terminates, it shall become null and void, and have no further force or effect, except as provided in section (7)(b).

(b) Survival. If this Agreement is terminated and the transactions contemplated hereby are not consummated as described above, then (i) this Agreement shall become null and void, and of no further force and effect, except for the provisions of section 1, this section 7(b) and the relevant subsections of section 8, and (ii) none of the parties hereto shall have any liability for any damages (including, without limitation, actual, compensatory, speculative, indirect, unforeseeable or consequential damages, or lost profits) resulting from any termination of this Agreement.

SECTION 8.

MISCELLANEOUS

(a) Survival of Representations and Warranties. All of the representations and warranties made herein shall survive the execution and delivery of this Agreement indefinitely.

(b) Notices. All notices, demands, and other communications provided for or permitted hereunder shall be made in writing and shall be mailed by registered or certified first-class mail (return receipt requested), email, confirmed facismile, telecopier, courier service, or personal delivery:

(a) if to the Purchaser:

[Purchaser]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

with a copy to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(b) if to any Seller, at its address set forth on Schedule I hereto.

All such notices, demands, and other communications shall be deemed to have been duly given (i) when delivered by hand, if personally delivered; (ii) one Business Day after being sent, if sent via a reputable nationwide overnight courier service guaranteeing next business day delivery; (iii) five (5) Business Days after being sent, if sent by registered or certified mail, return receipt requested, postage prepaid; and (iv) when receipt is mechanically acknowledged, if telecopied. Any party may by notice given in accordance with this section 8(b), designate another address or Person for receipt of notices hereunder. Any party may give any notice, request, consent, or other communication under this Agreement using any other means (including, without limitation, personal delivery, messenger service, first class mail, or electronic mail), but no such notice, request, consent, or other communication shall be deemed to have been duly given unless and until it is actually received by the party to whom it is given.

(c) Successors and Assigns; Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto. Subject to applicable securities laws and the terms and conditions thereof, the Purchaser may assign any of their rights under this Agreement to any of their respective Affiliates; provided, that each such assignee shall make the representations and warranties under section 4. The Sellers may not assign any of their rights under this Agreement without the prior written consent of the Purchaser. Except as set forth in the immediately following sentence, no Person other than the parties hereto and their successors and permitted assigns is intended to be a beneficiary of this Agreement. The Company is an intended third party beneficiary of section 4 and section 8(i) of this Agreement.

(d) Amendment and Waiver.

(1) No failure or delay on the part of any Seller or the Purchaser in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

(2) Any amendment, supplement, or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by the Sellers or the Purchaser from the terms of any provision of this Agreement, shall be effective (i) only if it is made or given in writing, and signed by the Sellers and the Purchaser, and (ii) only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on the Sellers in any case shall entitle the Sellers to any other or further notice or demand in similar or other circumstances.

(e) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

(f) Severability. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal, or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

(g) Entire Agreement. This Agreement, together with the exhibits and schedules hereto, is intended by the parties as a final expression of their agreement, and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, representations, warranties, or undertakings other than those set forth or referred to herein or therein. This Agreement, together with the exhibits and schedules hereto, supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(h) Public Announcements. Neither the Sellers nor the Purchaser will make any public statements or issue any press releases with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other parties hereto, except to the extent such party reasonably believes such public statement is required by any Requirement of Law, including, without limitation, any securities or stock market regulation, or to the extent required by the Purchaser in connection with its customary internal reporting.

(i) Further Assurances. Each of the parties shall execute such documents and perform such further acts (including, without limitation, obtaining any consents, exemptions, authorizations, or other actions by, or giving any notices to, or making any filings with, any Governmental Authority or any other Person) as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement on the date first written above.

|  |  |  |
| --- | --- | --- |
|  | [PURCHASER] | |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  |  | Name: |
|  |  | Title: |
|  | [SELLER] | |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  |  | Name: |
|  |  | Title: |
|  | [SELLER] | |
|  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  |  | Name: |
|  |  | Title: |

Schedule I

Sellers

|  |  |
| --- | --- |
| [Name of Seller] |  |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Telephone: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Facsimile: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Number of Purchased Shares to be sold: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Aggregate purchase price: | $ \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| [Name of Seller] |  |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Telephone: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Facsimile: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Number of Purchased Shares to be sold: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Aggregate purchase price: | $ \_\_\_\_\_\_\_\_\_\_\_\_\_ |