

[CLICK HERE TO DOWNLOAD](#)

**AGREEMENT FOR THE PURCHASE AND SALE OF
CAPITAL STOCK OF
PRIME MATERIALS CORP.**

This Agreement ("Agreement") is made as of January __, 201_, between Bob Able (the "Seller") and Tom Baker (the "Purchaser@").

WHEREAS, Seller owns 1000 shares of the outstanding shares of Prime Materials Corp., an Illinois corporation (the "Company");

WHEREAS, said 1000 shares represent all of the issue and outstanding shares of the Company;

WHEREAS, Seller desires to sell and Purchaser desires to purchase, 1000 Shares of the capital stock of the Company, currently owned by Seller.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Purchase and Sale.

1.1 Pursuant to the terms and conditions of this Agreement, Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, one thousand (1000) shares (said 1,000 shares are referred to herein as, the "Shares@) of common stock of the Company.

1.2 The total purchase price for the Shares to be paid by the Purchaser to the Seller at the Closing, as provided in Section 1.3 hereof, shall be \$150,000 (\$150 per share) plus the value of the accounts receivable of the Company on January 31, 2011, less the amount of the accounts payable of the Company on January 31, 2011, (the "Purchase Price").

1.3 The Purchase Price shall be paid by delivery of (i) cash in the amount of \$2,500 payable at Closing, and (ii) a promissory note (the ANote@) from the Purchaser in the form of Exhibit A attached hereto, in the total principal amount of the Purchase Price less \$2,500, with interest at 9% per annum, payable in regular monthly payments of principal and interest on a ten (10) year amortization schedule, commencing March 1, 2011 with a Balloon payment of the amount then remaining payable on March 1, 2020

Section 2. Closing.

2.1 The closing shall take place, subject to the conditions set forth in Section 2.2 hereof at 10:00 A.M. on January 31, 2011, at the offices of the Company or such other time or place as the parties hereto may mutually agree. The date and time of closing are herein referred to as the "Closing Date" or the "Closing."

2.2 The obligation of the Seller to sell the Shares, and the obligation of the Purchaser to purchase the Shares, is subject to the conditions set forth below being complied with to the satisfaction of, or waived by, the Seller or the Purchaser, as the case may be, on or before the Closing Date.

2.2.1 Delivery of Stock Certificates. The Seller shall deliver to Purchaser one or more stock certificates evidencing such Purchaser=s Shares, duly endorsed to the Purchaser or accompanied by duly executed stock powers in blank.

2.2.2 Delivery of Purchase Price. The Seller shall have received a total cash payment of \$2,500 and a Note from the Purchaser representing the deferred portion of the Purchase Price.

2.2.3 Delivery of Security Agreement and Pledge Agreement. The Security Agreement and Pledge Agreement, forms of which are attached hereto as Exhibit B, have been fully executed and delivered to Seller.

2.2.4 Representations of Warranties. The representations and warranties of Seller contained in this Agreement shall be true and correct as of the Closing Date.

2.2.5 Buyers Representations and Warranties. The representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the Closing Date.

Section 3. Seller=s Representations and Warranties.

Seller represents and warrants to Purchaser that:

3.1 Organization, Good Standing, etc. The Company is a corporation duly organized and validly existing and in good standing under the laws of the State of Illinois and is duly qualified to do business, and is in good standing, in every jurisdiction in which the nature of its business requires it to be so qualified. The Company has all requisite corporate power and authority to carry on its business as now conducted.

3.2 No Conflict. The execution, delivery and performance by the Seller of this Agreement will not conflict with or result in the breach of or constitute a default under any other agreement or instrument to which the Company is a part of which it or its property may be bound, or result in the creation of any lien thereunder.

3.3 Authorization. This Agreement has been duly authorized, executed and delivered by the Seller.

3.4 No Violation. The execution, delivery or performance by the Seller of this Agreement does not contravene any law, regulation, order or judgment applicable to or binding on the Seller, and will not result in a breach of, or constitute a default under, or contravene any provisions of, any agreement to which the Seller is a party or by which he is bound.

3.5 No Consents or Approvals. Neither the execution, delivery or performance by the Seller of this Agreement requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any documents with, or the taking of any other action in respect of, any federal, state or local governmental commission, authority, agency or body.

3.6 **Shares.** Seller is the lawful owner, of record and beneficially, of the Shares and has good and merchantable title thereto, free and clear of all liens, encumbrances, options, charges, equities and claims of any kind whatsoever, and he has full right and legal capacity to transfer and sell the Shares to the Purchaser under the terms and conditions contained herein and that upon delivery of the certificates representing the Shares to the Purchaser, together with executed stock powers thereof, the Purchaser will own legal and equitable title to the Shares, free and clear of all liens, encumbrances, charge=s options, equities and claims of any kind, except for the security interest of the Seller in the Shares as security for receipt of the deferred portion of the Purchase Price. The Shares represent all of the issued and outstanding shares of the Company.

3.7 **Financial Statements.** The Company's unaudited financial statements as of December 31, 2012, which have been delivered to Purchaser, have been prepared in accordance with generally accepted accounting principles applied on a consistent basis and fairly present the financial condition of the Company as at such date and the result of its operations and the changes in financial position for the period then ended. There have been no material adverse changes in the condition or operations, financial or otherwise, of the Company since December 31, 2012.

3.8 **Tax Returns.** All appropriate federal, state and local income tax returns which are required to have been filed for all of the Company=s taxable periods either have been filed or timely extensions obtained. All taxes as shown on said returns have been paid when due. The Seller knows of no proposed material tax assessment against the Company.

3.9 **Litigation.** There are no actions, suits or proceedings pending or, to the knowledge of the Seller, threatened against or affecting the Company, at law or in equity, or before any governmental board, agency or instrumentality or any arbitrator. The Company is not in default with respect to any material order, writ, injunction or decree of any court or governmental board, agency or other instrumentality.

3.10 **Accuracy of Information Provided to Purchaser.** No written information, exhibit, financial statement, document, book, record or report prepared by the Company or Seller, which has been, is or to be furnished by the Company or Seller to Purchaser in connection with the transactions described in this Agreement is or shall be inaccurate in any material respect as of the date it is or shall be dated or (except as otherwise disclosed to Purchaser) at such time as of the date so furnished, or contains or shall contain any material misstatement of fact.

3.11 **Licenses.** The Company possesses all licenses, permits, franchises, patents, copyrights, trademarks, and trade names, or rights thereto, necessary to conduct its business substantially as now conducted and as presently proposed to be conducted, and the Company is not in violation of any valid rights of others with respect to any of the foregoing.

3.12 **ERISA.** The Company is in compliance in all material respects with all laws, rules, regulations and orders of any governmental authority, including without limitation the Employee Retirement Income Security Act of 1974 ("ERISA") to the extent applicable to it and has received no notice to the contrary from the Pension Benefit Guaranty Corporation ("PBGC") or any other governmental entity, authority or agency.

3.13 **Material Liability.** There are no liabilities of the Company, fixed or contingent, which are material but are not reflected in the financial statements or in the notes thereto, other than liabilities arising in the ordinary course of business since December 31, 1996.

3.14 **Other Agreements.** The Company is not a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, properties, assets, operations, or conditions, financial or otherwise, of the Company. The Company is not in default in any material respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party.

3.15 **Ownership and Liens.** The Company has title to, or valid leasehold interests in, all of its properties and assets, real and personal, including the properties and assets and leasehold interest reflected in the financial statements referred to in Section 3.7 (other than any properties or assets disposed of in the ordinary course of business), and none of the properties and assets owned by the Company and none of its leasehold interests are subject to any lien, mortgage, pledge, security interest, or other charge or encumbrance of any kind.

Section 4. **Purchaser=s Representation and Warranties.**

The Purchaser represents and warrants to the Seller that:

4.1. **No Violation.** The execution, delivery or performance by the Purchaser of this Agreement does not contravene any law, regulation order or judgment applicable to or binding on the Purchaser and will not result in a breach of, or constitute a default, or contravene any provision of, any agreement to which Purchaser is a party or by which he is bound.

4.2. **No Consents or Approvals.** Neither the execution, delivery or performance by the Purchaser of this Agreement requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any documents with, or the taking of any other action in respect of, any federal, state or local governmental commission, authority, agency or body.

4.3. **Securities Laws.** The Purchaser acknowledges and agrees that the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws, and that the transfer of the Shares may be effected only pursuant to an effective registration under the Securities Act and applicable state securities laws or an exemption therefore. The Purchaser is acquiring the Shares for his own account for the purpose of investment only and not with a present intention to transfer, hypothecate, resell or otherwise distribute such Shares within the meaning of the Securities Act and applicable state securities laws.

4.4 **Access to Data.** The Purchaser has received and reviewed information about the Company and has had an opportunity to discuss the Company=s business, management and financial affairs with its management and to review the Company=s facilities.

Section 5. **Additional Agreements.**

As security for the payment of the obligations to Seller under the Note, Seller shall retain a security interest in the Shares and the assets of the Company. The parties mutually agree to take all actions necessary in documenting and recording such security interest.

Section 6. **Further Assurances.**

6.1. **By Seller.** Seller will do, execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered all such further acts, conveyances and assurances the Purchaser may reasonably require for accomplishment of the purposes of this Agreement.

6.2. **By Purchaser.** The Purchaser will do, execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further acts, conveyances and assurances as Seller may reasonably require for accomplishment of the purposes of this Agreement.

Section 7. **Miscellaneous.**

7.1. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

7.2. **Amendment.** Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing which purports to terminate, amend, supplement, waive or modify this Agreement or any of the terms hereof and is signed by the party against which the enforcement of the termination, amendment, supplement, waiver or modification is sought.

7.3. **Successors and Assigns.** The terms of this Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective successors and assigns.

7.4. **Governing Law.** This Agreement, including all matters of construction, validity and performance, shall in all respects be governed by, and construed in accordance with, the laws of the State of Illinois.

7.5. **Notices.** Except as otherwise provided in this Agreement, all notices hereunder shall be in writing and shall be given by mail, personal delivery, overnight courier, telecopy or any other customary means of written communication at the addresses set forth on the signature pages hereof, or at such other addresses as may be specified by written notice to the parties hereto, and shall become effective when received by the addressees.

7.6. **Severability of Provisions.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceable of such provision in any other jurisdiction.

7.7. **Headings.** The headings used herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

7.8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date and year first above written.

Seller

Purchaser

Bob Able

Tom Baker

Address:

Bob Able
30 Brittany Drive
Northbrook, IL 60062

Address:

Tom Baker
36 Main Street
St. Charles, IL 60175

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED, Bob Able hereby sells, assigns and transfers unto Tom Baker, one thousand (1,000) Shares of the Common Capital Stock of Prime Materials Corp., an Illinois corporation (the "Company"), standing in its name on the books of the Company represented by Certificate No. 1 herewith and does hereby irrevocably constitute and appoint _____, attorney-in-fact to transfer said stock on the books of the Company with full power of substitution in the premises.

Dated: January __, 2013.

Bob Able

LAWYER'S MENTOR