Stock Purchase Agreement

1.0 Stock Purchase Parties.

This stock purchase agreement (this “Agreement”) is made by and between P&R Capital Group, Inc. (the “Seller”) and _____, _____ (the “Buyer”). The Seller and the Buyer are also referred to herein individually as a “Party” and collectively as the “Parties.”

2.0 Buyer and Seller Agreements.

The Seller, P&R Capital Group (also referred to as the "company" in this agreement), desires to sell equity stake ("Shares") to the Buyer in which it is legally allowed under the laws of the state of California where the Seller has agreed to Sell and the Buyer has agreed to buy Shares, and the Parties desire to set forth the terms and conditions governing the purchase and sale of the Shares.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

2.1. Agreement to Sell and Purchase Shares.

In consideration of, and in express reliance upon, the representations and warranties of the Seller and the Buyer in this Agreement, the Seller hereby agrees to transfer irrevocably and convey the Shares to the Buyer, and the Buyer hereby agrees to pay the aggregate purchase price of $_____, or $_____ per share, for the Shares at the Closing (as defined below) in a Single Payment or Purchase Payment Plan as agreed upon and expressed in writing attached to this Agreement as a supplemental provision.

2.2. Closing.

The closing of the purchase and sale of the Shares under this Agreement shall occur simultaneously with the execution of this Agreement by the Parties. Simultaneously herewith, the Buyer has delivered payment of the purchase price listed above and the

Seller has directed the Secretary to issue a certificate representing the Shares to be registered in the name of the Buyer.

2.3. Representations & Warranties of Seller.

The Seller represents and warrants to the Buyer as follows:

(a) The Seller has good, valid and marketable title to the Shares free and clear of all mortgages, liens, pledges, security interests, charges, claims and other encumbrances and defects of title of any nature whatsoever.
(b) No person has any right or other claim against the Seller for any commission, fee or other compensation as a finder, broker, or transfer agent in connection with the transaction contemplated by this Agreement.

2.4. Representations & Warranties of Buyer.

The Buyer represents and warrants to the Seller as follows:

(a) No person has any right or other claim against the Buyer for any commission, fee or other compensation as a finder or broker in connection with the transaction contemplated by this Agreement.
(b) The Buyer is financially capable of bearing the risk of loss of the entire investment represented by the Shares and is able to bear the economic risk of investment in the Shares for an indefinite period of time.

2.5 Equity Lock-Up Period & Stock Sale or Transfer

The Buyer and Seller agree to abide as follows:

(a) The Buyer is restricted from selling their equity in P&R Capital Group, Inc. to a third party for a term of 144 months or 10 years unless given written permission is granted by an amendment to this agreement no earlier than 60 months or 5 years from the execution of this agreement.

(1) The Directors of P&R Capital Group, Inc. retains the right to approve a equity sale program, purchase program, or repurchase program at any time. Such a program will be open to all equity holders during their lock-up period.

(b) P&R Capital Group, Inc. has the first right of refusal to purchase its own equity from shareholders upon their desire to sell.

(c) A stockholder is solely responsible for a 1% transaction fee upon selling or transferring his/her shares, which is calculated based on the final total sale price or final total share(s) value upon transferring.

(d) Stockholder(s) are not allowed to use any third party stock broker, transfer agent or alike to buy or sell equity in P&R Capital Group, Inc. As such, the Company retains the right to act as the broker or transfer agent in any form of transaction concerning its own equity.

(1) An individuals interest to purchase or sell equity in P&R Capital Group, Inc. must be in expressly written and submitted to the P&R Capital Group, Inc. Secretary for consideration and approval.

(e) Stockholder(s) agrees to name P&R Capital Group, Inc. its broker or transfer agent in any exchange of all dealings of the companies equity.

(1) Stockholders are not permitted to use any third party broker or transfer agents in any capacity.

(2) P&R Capital Group, Inc. equity cannot be transferred to or from any legal account without written approval from the company.

(f) In the event of the death or incapacity of a shareholder, equity in P&R Capital Group, Inc. will be transferred to a single heir or into a legally established account with a single recognized executor alike to P&R Capital Group, Inc. upon the company receiving written legal notice of the stakeholders death or incapacity.

(1) No heir to a stockholder has any claim or rights to equity in P&R Capital Group, Inc. except the recognized shareholder executor or alike upon their death or incapacity.

(2) Equity in P&R Capital Group, Inc. cannot be transferred to any individual heir. Any such transaction attempt will require the executor or alike to forfeit all shares held.

2.6. Miscellaneous.

(a) This Agreement contains all of the promises, agreements, conditions, terms, understandings, warranties and representations of the Parties with respect to the transactions and business relationships contemplated thereby and herein, and there are no other promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among them other than as set forth in this Agreement. This Agreement supersedes all prior agreements and understandings between the Parties with respect to its subject matter.

(b) This Agreement and all amendments, modifications, authorizations or supplements to this Agreement and the rights, duties, obligations and liabilities of the Parties under such document will be determined in accordance with the applicable provisions of the laws of the State of California, without reference to its doctrines or principles of conflicts of laws.

(1) Per this agreement, P&R Capital Group, Inc. retains the right and authority to enter the Parties and to enforce a stockholders amendment and/or supplemental provisions to this Agreement at the companies discretion.
(2) The buyer/stockholder agrees to abide by P&R Capital Group, Inc. Articles of Incorporation and Bylaws as they appropriately relate to them.

(c) This Agreement will be binding upon and inure to the benefit of the Parties, their personal and legal representatives, guardians, successors, and assigns.

(d) Neither Party may assign this Agreement or any of the rights, interests, or obligations hereunder without the prior written approval of the other Party.

(e) This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which

counterparts, when taken together, shall constitute but one and the same instrument.

3.0 Execution

(a) The Parties specified in this agreement have agreed to the preceding terms and conditions outlined in this Agreement and possible subsequent amendments, provisions, and a like attached on this _____ Day of _____ (Month), of 20_____.

(b) This Agreement is solely intended to communicate the terms and conditions related to the sale and transfer of stock in P&R Capital Group and is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity, by any party against P&R Capital Group, or entities, its officers, members, or any other person that is not granted to shareholders by the Companies Articles of Incorporation and Bylaws and by the laws of the State of California.

_____ _____

Seller Buyer

_____

Buyer