

Restricted stock purchase agreement template

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ACKNOWLEDGES AND AGREES THAT THE PURCHASER IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE FROM ANY PARTY OR ANYONE ELSE. THE PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE PURCHASER HAS CAREFULLY READ THIS AGREEMENT AND THAT THE PURCHASER HAS ASKED ANY QUESTIONS NEEDED FOR THE PURCHASER TO UNDERSTAND THE TERMS, CONDITIONS AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTANDS IT, INCLUDING THAT THE PURCHASER IS WAIVING THE PURCHASER'S RIGHT TO A JURY TRIAL. FINALLY, THE PURCHASER AGREES THAT THE PURCHASER HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF THE PURCHASER'S CHOICE BEFORE SIGNING THIS AGREEMENT. M. Reliance on Counsel and Advisors. The Purchaser acknowledges that Wilson Sonsini Goodrich & Rosati, Professional Corporation, is representing only the Company in this transaction. The Purchaser acknowledges that he or she has had the opportunity to review this Agreement, including all attachments hereto, and the transactions contemplated by this Agreement with his or her own legal counsel, tax advisors and other advisors. The Purchaser is relying solely on his or her own counsel and advisors and not on any statements or representations of the Company or its agents for legal or other advice with respect to this investment or the transactions contemplated by this Agreement. -10- N. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies of signed signature pages shall be binding originals. (signature page follows) -11- The parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement. The Purchaser agrees to notify the Company of any change in his or her address below. ANAND BABU Z RESEARCH, INC. /s/ Anand Babu Periasamy /s/ Anil Godhwani Signature Signature Print Name Print Title Address: 3400 Stevenson Blvd, Apt J-12 Fremont CA 94538 EXHIBIT A INVESTMENT REPRESENTATION STATEMENT PURCHASER Anand Babu COMPANY Z Research, Inc. SECURITY Common Stock AMOUNT 1,333,333 shares DATE October 30, 2008 In connection with the purchase of the above-listed shares, I, the undersigned purchaser, represent to the Company as follows: 1. The Company may rely on these representations. I understand that the Company's sale of the shares to me has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), because the Company believes, relying in part on my representations in this document, that an exemption from such registration requirement is available for such sale. I understand that the availability of this exemption depends upon the representations I am making to the Company in this document being true and correct. 2. I am purchasing for investment. I am purchasing the shares solely for investment purposes, and not for further distribution. My entire legal and beneficial ownership interest in the shares is being purchased and shall be held solely for my account, except to the extent I intend to hold the shares jointly with my spouse. I am not a party to, and do not presently intend to enter into, any contract or other arrangement with any other person or entity involving the resale, transfer, grant of participation with respect to or other distribution of any of the shares. My investment intent is not limited to my present intention to hold the shares for the minimum capital gains period specified under any applicable tax law, for a deferred sale, for a specified increase or decrease in the market price of the shares, or for any other fixed period in the future. 3. I can protect my own interests. I can properly evaluate the merits and risks of an investment in the shares and can protect my own interests in this regard, whether by reason of my own business and financial expertise, the business and financial expertise of certain professional advisors unaffiliated with the Company with whom I have consulted, or my preexisting business or personal relationship with the Company or any of its officers, directors or controlling persons. 4. I am informed about the Company. I am sufficiently aware of the Company's business affairs and financial condition to reach an informed and knowledgeable decision to acquire the shares. I have had opportunity to discuss the plans, operations and financial condition of the Company with its officers, directors or controlling persons, and have received all information I deem appropriate for assessing the risk of an investment in the shares. 5. I recognize my economic risk. I realize that the purchase of the shares involves a high degree of risk, and that the Company's future prospects are uncertain. I am able to hold the shares indefinitely if required, and am able to bear the loss of my entire investment in the shares. 6. I know that the shares are "restricted securities" in that the Company's sale of the shares to me has not been registered under the Securities Act in reliance upon an exemption for non-public offerings. In this regard, I also understand and agree that: A. I must hold the shares indefinitely, unless any subsequent proposed resale by me is registered under the Securities Act, or unless an exemption from registration is otherwise available (such as Rule 144); B. The Company is under no obligation to register any subsequent proposed resale of the shares by me; and C. The certificate evidencing the shares will be imprinted with a legend which prohibits the transfer of the shares unless such transfer is registered or such registration is not required in the opinion of counsel for the Company. 7. I am familiar with Rule 144. I am familiar with Rule 144 adopted under the Securities Act, which in some circumstances permits limited public resales of "restricted securities" like the shares acquired from an issuer in a non-public offering. I understand that my ability to sell the shares under Rule 144 in the future is uncertain, and may depend upon, among other things: (i) the availability of certain current public information about the Company; (ii) the resale occurring more than a specified period after my purchase and full payment (within the meaning of Rule 144) for the shares; and (iii) if I am an affiliate of the Company (A) the sale being made in an unsolicited "broker's transaction", transactions directly with a market maker or riskless principal transactions, as those terms are defined under the Securities Exchange Act of 1934, as amended, (B) the amount of shares being sold during any three-month period not exceeding the specified limitations stated in Rule 144, and (C) timely filing of a notice of proposed sale on Form 144, if applicable. 8. I know that Rule 144 may never be available. I understand that the requirements of Rule 144 may never be met, and that the shares may never be saleable under the rule. I further understand that at the time I wish to sell the shares, there may be no public market for the Company's stock upon which to make such a sale, or the current public information requirements of Rule 144 may not be satisfied, either of which may preclude me from selling the shares under Rule 144 even if the relevant holding period had been satisfied. 9. I know that I am subject to further restrictions on resale. I understand that in the event Rule 144 is not available to me, any future proposed sale of any of the shares by me will not be possible without prior registration under the Securities Act, compliance with some other registration exemption (which may or may not be available), or each of the following: (i) my written notice to the Company containing detailed information regarding the proposed sale, (ii) my providing an opinion of my counsel to the effect that such sale will not require registration, and (iii) the Company notifying me in writing that its counsel concurs in such opinion. I understand that neither the Company nor its counsel is obligated to provide me with any such opinion. I understand that although Rule 144 is not exclusive, the Staff of the SEC has stated that persons proposing to sell private placement securities other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. -2- 10. I know that I may have tax liability due to the uncertain value of the shares. I understand that the Board of Directors believes its valuation of the shares represents a fair appraisal of their worth, but that it remains possible that, with the benefit of hindsight, the Internal Revenue Service may successfully assert that the value of the shares on the date of my purchase is substantially greater than the Board's appraisal. I understand that any additional value ascribed to the shares by such an IRS determination will constitute ordinary income to me as of the purchase date, and that any additional taxes and interest due as a result will be my sole responsibility payable only by me, and that the Company need not and will not reimburse me for that tax liability. I understand that if such additional value represents more than 25% of my gross income for the year in which the value of the shares is taxable, the IRS will have 6 years from the due date for filing the return (or the actual filing date of the return if filed thereafter) within which to assess me the additional tax and interest due. 11. Residence. The address of my principal residence is set forth on the signature page below. By signing below, I acknowledge my agreement with each of the statements contained in this Investment Representation Statement as of the date first set forth above, and my intent for the Company to rely on such statements in issuing the shares to me. /s/ Anand Babu Periasamy Anand Babu Address of Purchaser's principal residence: 3400 Stevenson Blvd, Apt J-12 Fremont CA 94538 -3- EXHIBIT B STOCK POWER AND ASSIGNMENT SEPARATE FROM CERTIFICATE FOR VALUE RECEIVED and pursuant to that certain Restricted Stock Purchase Agreement dated as of October 30, 2008, the undersigned hereby sells, assigns and transfers unto () shares of Common Stock of Z Research, Inc., a Delaware corporation, standing in the undersigned's name on the books of said corporation represented by certificate number delivered herewith, and does hereby irrevocably constitute and appoint as attorney-in-fact, with full power of substitution, to transfer said stock on the books of said corporation. Dated: (Signature) (Print Name) (Spouse's Signature, if any) (Print Name) This Assignment Separate From Certificate was executed in conjunction with the terms of a Restricted Stock Purchase Agreement between the above assignor and the above corporation, dated as of . Instruction: Please do not fill in any blanks other than the signature and name lines. EXHIBIT C JOINT ESCROW INSTRUCTIONS October 30, 2008 Z Research, Inc. 3194 Winding Vista Common Fremont, CA 94539 Attn.: Corporate Secretary Dear Sir or Madam: As Escrow Agent for both Z Research, Inc., a Delaware corporation (the "Company"), and Anand Babu (the "Purchaser"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of that certain Restricted Stock Purchase Agreement (the "Agreement"), dated as of October 30, 2008, to which a copy of these Joint Escrow Instructions is attached, in accordance with the following instructions: 1. In the event that the Company and/or any assignee of the Company (referred to collectively for convenience herein as the "Company") exercises the Repurchase Option set forth in the Agreement, the Company shall give to the Purchaser and you a written notice specifying the number of shares of stock to be purchased, the purchase price, and the time for a proper party or parties. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact for the Purchaser while acting in good faith and in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith. 8. The Company and the Purchaser hereby jointly and severally expressly agree to indemnify and hold harmless you and your designees against any and all claims, losses, liabilities, damages, deficiencies, costs and expenses, including reasonable attorneys' fees and expenses of investigation and defense incurred or suffered by you and your designees, directly or indirectly, as a result of any of your actions or omissions or those of your designees while acting in good faith and in the exercise of your judgment under the Agreement, these Joint Escrow Instructions, exhibits hereto or written instructions from the Company or the Purchaser hereunder. 9. You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or corporation, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case you obey or comply with any such order, judgment or decree, you shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction. 10. You shall not be liable in any respect on account of the identity, authorities or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder. 11. You shall be entitled to employ such legal counsel and other experts as you may deem necessary properly to advise you in connection with your obligations hereunder, may rely upon the advice of such counsel, and may pay such reasonable compensation therefor. The Company shall reimburse you for any such disbursements. 12. Your responsibilities as Escrow Agent hereunder shall terminate if you shall resign by written notice to each party. In the event of any such termination, the Company shall appoint a successor Escrow Agent. 13. You are expressly authorized to delegate your duties as Escrow Agent hereunder to the law firm of Wilson Sonsini Goodrich & Rosati, P.C., or any other law firm, which delegation, if any, may change from time to time and shall survive your resignation as Escrow Agent. 14. If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments. -2- 15. It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the securities held by you hereunder, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such disputes shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings. 16. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or four days following deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid and return receipt requested, addressed to each of the other parties thereto entitled at the following addresses, or at such other addresses as a party may designate by written notice to each of the other parties hereto. COMPANY: Z Research, Inc. 3194 Winding Vista Common Fremont, CA 94539 PURCHASER: Anand Babu 3400 Stevenson Blvd, Apt J-12 Fremont CA 94538 ESCROW AGENT: Corporate Secretary 3194 Winding Vista Common Fremont, CA 94539 17. By signing these Joint Escrow Instructions, you become a party hereto only for the purpose of said Joint Escrow Instructions; you do not become a party to the Agreement. 18. This instrument shall be binding upon and to the benefit of the parties hereto, and their respective successors and permitted assigns. -3- Very truly yours, Z RESEARCH, INC., a Delaware corporation By: /s/ Anil Godhwani Title: PURCHASER Anand Babu /s/ Anand Babu Periasamy (Signature) ESCROW AGENT: /s/ Raj S. Judge Name: Title: Corporate Secretary (Signature page to Joint Escrow Instructions) -4- IF YOU WISH TO MAKE A SECTION 83(B) ELECTION, THE FILING OF SUCH ELECTION IS YOUR RESPONSIBILITY. THE FORM FOR MAKING THIS SECTION 83(B) ELECTION IS ATTACHED TO THIS AGREEMENT AS EXHIBIT D. YOU MUST FILE THIS FORM WITHIN 30 DAYS OF PURCHASING THE SHARES. YOU (AND NOT THE COMPANY OR ANY OF ITS AGENTS) SHALL BE SOLELY RESPONSIBLE FOR FILING SUCH FORM WITH THE IRS, EVEN IF YOU REQUEST THE COMPANY OR ITS AGENTS TO MAKE THIS FILING ON YOUR BEHALF AND EVEN IF THE COMPANY OR ITS AGENTS HAVE PREVIOUSLY MADE THIS FILING ON YOUR BEHALF. The election should be filed by mailing a signed election form by certified mail, return receipt requested to the IRS Service Center where you file your tax returns. See EXHIBIT D ELECTION UNDER SECTION 83(b) OF THE INTERNAL REVENUE CODE OF 1986. AS AMENDED THE undersigned taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in his or her gross income the amount of any compensation taxable to him or her in connection with his or her receipt of the property described below: 1. The name, address and taxpayer identification number of the undersigned are as follows: NAME OF TAXPAYER: Anand Babu SPOUSE: TAXPAYER'S ADDRESS: 3400, Stevenson Blvd, Apt J-12, Fremont CA 94538 TAXPAYER ID #: SPOUSE'S ID #: 2. The property with respect to which the election is made is described as follows: 1,333,333 shares (the "Shares") of the Common Stock of Z Research, Inc. (the "Company"). 3. The date on which the property was transferred is: 4. The taxable year for which the election is made is: 5. The property is subject to the following restrictions: The Shares may be repurchased by the Company, or its assignee, upon the occurrence of certain events. This right lapses with regard to a portion of the Shares over time. 6. The fair market value at the time of transfer, determined without regard to any restriction other than a restriction which by its terms will never lapse, of such property is: \$26,666.66. 7. The amount, if any, paid for such property: \$26,666.66. The undersigned has submitted a copy of this statement to the person for whom the services were performed in connection with the undersigned's receipt of the above-described property. The transferee of such property is the person performing the services in connection with the transfer of said property. The undersigned understands(s) that the foregoing election may not be revoked except with the consent of the Commissioner. Dated: Anand Babu, Taxpayer The undersigned spouse of taxpayer joins in this election. Dated: Spouse of Taxpayer EXHIBIT E SPOUSAL CONSENT I, , spouse of Anand Babu, have read and approve of the foregoing Restricted Stock Purchase Agreement, dated as of October 30, 2008, together with all exhibits and attachments thereto (collectively, the "Agreement"), by and between my spouse and Z Research, Inc., a Delaware corporation (the "Company"). In consideration of the Company's granting of the right to Anand Babu to purchase 1,333,333 shares of Common Stock of the Company as set forth in the Agreement, I hereby appoint Anand Babu as my attorney-in-fact in respect to the exercise or waiver of any rights under the Agreement, and agree to be bound by the provisions of the Agreement insofar as I may have any rights in said Agreement or any shares issued pursuant thereto under the community property laws of the State of California, or under similar laws relating to marital property in effect in the state of our residence as of the date of the signing of the foregoing Agreement. Dated: "Spouse of Purchaser" (Signature) (Print Name) Z RESEARCH, INC. AMENDMENT NO. 1 TO RESTRICTED STOCK PURCHASE AGREEMENT This Amendment No. 1 to Restricted Stock Purchase Agreement (this "Amendment") is made as of December 12, 2008 by and between Z Research, Inc., a Delaware corporation (the "Company"), and Anand Babu (the "Purchaser"). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Restricted Stock Purchase Agreement between the Company and Purchaser, dated as of October 30, 2008 (the "Agreement"). WHEREAS, the Company and Purchaser are parties to the Agreement; and WHEREAS, the Company and Purchaser wish to amend the Agreement as set forth below; NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Company and Purchaser agree as follows: 1. Amendment to Section 4 of the Agreement. Section 4 of the Agreement is hereby amended and restated in its entirety to read as follows: "4. Release of Shares from Repurchase Option; Vesting. G. Vesting. 30% of the total number of Shares shall be released from the Repurchase Option on the date of this Agreement; thereafter, beginning on the date one month following the date of this Agreement, and so long as the Stockholders continuous status as a Service Provider has not yet terminated in each such instance, an additional 1/48th of the total number of remaining Shares shall be released from the Repurchase Option on the corresponding day of each month thereafter (or if there is no corresponding day in any such month, on the last day of such month), until all Shares have been released on the fourth anniversary of this Agreement. H. Acceleration upon Termination without "Cause". If the Purchaser's continuous status as a Service Provider is terminated by the Company without Cause (as defined below) or by the Purchaser for "Good Reason" (as defined below) at any time within four years from the date of this Agreement, 100% of the total number of Shares that have not been released from the Repurchase Option shall be immediately released from the Repurchase Option. 1. Acceleration upon Termination after a Change of Control. In addition to the foregoing, if the Purchaser's continuous status as a Service Provider is terminated by the Company for any reason, or by the Purchaser for Good Reason (as defined below), within twelve (12) months after a Change of Control (as defined below), 100% of the total number of Shares that have not been released from the Repurchase Option shall be immediately released from the Repurchase Option. J. "Change of Control" Definition. For purposes of this Agreement, a "Change of Control" means either: (3) the acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Company outstanding immediately before such transaction or series of transactions retain, immediately after such transaction or series of transactions, either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving or resulting entity, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent); or (4) a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Company. K. Delivery of Released Shares. Subject to the provisions of Section 8, the Shares which have been released from the Company's Repurchase Option shall be delivered to the Purchaser at the Purchaser's request. L. "Cause" Definition. For purposes of this Agreement, "Cause" shall mean: (i) the Purchaser's repeated failure, in the reasonable judgment of the Board of Directors, to substantially perform his or her assigned duties or responsibilities as a Service Provider as directed or assigned by the Company's Board of Directors (other than a failure resulting from the Purchaser's Disability) after written notice thereof from the Company's Board of Directors to the Purchaser describing in reasonable detail the Purchaser's failure to perform such duties or responsibilities and the Purchaser having had the opportunity to address the Board, with counsel, regarding such alleged failures and his or her failure to remedy same within 30 days of receiving written notice; (ii) the Purchaser engaging in knowing and intentional illegal conduct that was or is materially injurious to the Company or its affiliates; (iii) the Purchaser's violation of a federal or state law or regulation directly or indirectly applicable to the business of the Company or its affiliates, which violation was or is reasonably likely to be injurious to the Company or its affiliates; (iv) the Purchaser's material breach of the terms of any confidentiality agreement or invention assignment agreement between the Purchaser and the Company; or (v) the Purchaser being convicted of, or entering a plea of nolo contendere to, a felony or committing any act of moral turpitude, dishonesty or fraud against, or the misappropriation of material property belonging to, the Company or its affiliates. M. "Good Reason" Definition. For purposes of this Agreement, "Good Reason" shall mean: (i) a material adverse alteration in the nature of the Purchaser's position, duties and/or responsibilities (provided that changing the Purchaser's position, duties and/or responsibilities to that/those of another senior executive officer position shall not be deemed a material adverse alteration in the nature of the Purchaser's position); (ii) a change downward in title or a change downward in reporting and/or any other action by the Company that results in a diminution in the Purchaser's authority (provided that changing the Purchaser's title to another senior executive officer position shall not be deemed a material adverse alteration in the nature of the Purchaser's position); (iii) the Purchaser is excluded from any of the Company's (or upon a Change of Control, its successor's) benefits or compensatory arrangements to which the Purchaser would otherwise be entitled; (iv) any reduction by the -2- Company of the Purchaser's total remuneration with the Company, except to the extent that such reduction is an across the board reduction in the fees payable by the Company to all of its officers; or (v) any movement of more than fifty (50) miles of the Purchaser's principal place to report to work." 2. General Provisions. O. Choice of Law. This Amendment shall be governed by the internal substantive laws, but not the choice of law rules, of California. P. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. [signature page follows] -3- IN WITNESS WHEREOF, the Company and the Purchaser have executed this Amendment No. 1 to Restricted Stock Purchase Agreement as of the date set forth above. ANAND BABU Z RESEARCH, INC. /s/ Anand Babu Periasamy /s/ Anil Godhwani Signature Anil Godhwani President and Chief Executive Officer Address: 3400 Stevenson Blvd., Apt. J-12 Fremont, CA 94538 Signature Page to Z Research, Inc. Amendment No. 1 to Restricted Stock Purchase Agreement Reference: Security Exchange Commission - Edgar Database, EX-99-36-d2576964dex993.htm RESTRICTED STOCK PURCHASE AGREEMENT, Viewed October 14, 2021. Lawyers with backgrounds working on restricted stock purchase agreements work with clients to help. Do you need help with a restricted stock purchase agreement? Post a project in ContractsCounsel's marketplace to get free bids from lawyers to draft, review, or negotiate restricted stock purchase agreements. All lawyers are vetted by our team and peer reviewed by our customers for you to explore before hiring. Page 2 How It Works Provide details on your needs. Get bids to compare. Hire and get started.

2017. 9. 23. · For value received and pursuant to that certain Restricted Stock Purchase Agreement (the "Agreement"), the undersigned Participant hereby sells, assigns and transfers to Jones Soda Co., a Washington corporation ("Company"), () shares of the Common Stock of the Company, standing in the undersigned's name on the books of said corporation represented by ... 2022. 5. 11. · Restricted Stock Purchase Agreement Template by Business-in-a-Box" Shariah permits the administration of clandestine disinterestedness funds in the aforementioned way as accepted funds. Due to the actuality that adopted shares are not accustomed in Shariah, accumulated cartage are about not feasible. Exhibit 99.3 Z RESEARCH, INC. RESTRICTED STOCK PURCHASE AGREEMENT This Restricted Stock Purchase Agreement (the "Agreement") is made as of October 30, 2008 by and between Z Research, Inc., a Delaware corporation (the "Company"), and Anand Babu (the "Purchaser"). In consideration of the mutual covenants and representations set forth below, the Company and ... 2017. 10. 7. · Exhibit 99.1. RESTRICTED STOCK PURCHASE AGREEMENT This Restricted Stock Purchase Agreement ("Agreement") is entered into as of, 2005 ("Date of Grant") between Serena Software Inc., a Delaware corporation (the "Company"), and ("Purchaser"). Recitals Pursuant to the Company's Amended and Restated 1997 Stock Option and Incentive Plan (the 2017. 10. 3. · Exhibit 10.21. XENOGEN CORPORATION . FORM OF RESTRICTED STOCK PURCHASE AGREEMENT This Restricted Stock Purchase Agreement (the "Agreement") is made as of, 2009 by and between Xenogen Corporation, a Delaware corporation (the "Company"), and (the "Purchaser"). In consideration of the mutual covenants and representations set forth ... Restricted Stock Agreement - Table of Contents (based on 9 contracts) Section 1. Number of Shares. Section 2. Rights of the Grantee as Shareholder. Section 3. Restriction Period. Section 4. Terms and Conditions. 2017. 10. 20. · Per Share Purchase Price: \$0.001 (deemed paid in full by provision of services to the Company) Vesting Schedule (Cumulative): Vesting Date(s) Number of Shares That Vest : This is a Restricted Stock Agreement ("Agreement") between M/A-COM Technology Solutions Holdings, Inc., a Delaware corporation (the "Company"), ... 1.2. Term/Expiration. This Stock Purchase Right is intended to be exercised by the Purchaser as soon as practicable, and shall cease to be exercisable sixty days after the Date of Grant. 2. Agreement. 2.1. Sale of Stock. Subject to the terms and conditions of this Agreement, on the Purchase Date (as defined below) the Company will issue and ...

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