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**EXHIBIT A**

**COMPANY NAME, INC.**

**STOCK IN LIEU OF CASH AGREEMENT**

**Stock Recipient, Inc.**

**1. Stock in Lieu of Cash**

This agreement represents the expression of the willingness of Contractor (**Stock Recipient, Inc.**) to accept shares of common stock of Company Name, Inc. (the “Company”) in lieu of cash payment. The parties agree that the services rendered by Vendor obligate the Company to pay to Vendor the sum of Five Thousand Dollars (**\$5,000**) per month for the months of **February, March and April of 2001**. In full and complete satisfaction of the obligations of the Company, Company agrees to issue to Vendor and Vendor agrees to accept **Seventeen-Thousand Two-Hundred and Forty-Two (17,242)** shares of The Company’s common stock. The shares of common stock issued in lieu of cash payment are referred to herein as the “Securities.”

**2. Representations and Warranties of the Company**

The Company hereby represents and warrants to Vendor as follows:

2.1 **Organization and Standing.** The Company is a corporation duly organized and existing under, and by virtue of, the laws of the state of Washington and is in good standing under such laws. The Company has the requisite corporate power to own and operate its properties and assets, and to carry on its business as presently conducted and as proposed to be conducted. The Company is qualified, licensed or domesticated as a foreign corporation in all jurisdictions where the nature of its activities or of its properties owned or leased makes such qualification, licensing or domestication necessary at this time.

2.2 **Corporate Power.** The Company has now, or will have at the time of delivery of the stock, all requisite legal and corporate power to enter into this Agreement, to issue the Securities hereunder, and to carry out and perform its obligations under the terms of this Agreement.

2.3 **Capitalization.** The authorized capital stock of the Company is 25,000,000 (twenty-five million) shares of Common Stock. The issued and outstanding shares of Common Stock have been duly authorized and validly issued, are fully paid and nonassessable and were issued in compliance with all applicable state and federal laws concerning the issuance of securities. 2,500,000 shares of Common Stock are reserved for issuance under the Company's Stock Option Plan. The authorized capital stock of the Company also includes 5,000,000 shares of preferred stock none of which has been issued.

## 2.4 Authorization.

(a) All corporate action on the part of the Company, its officers and directors necessary for the issuance of the Securities pursuant hereto and the performance of the Company's obligations hereunder has been taken or will be taken prior to delivery of the Securities. Upon approval by the Board of Directors, this Agreement is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting enforcement of creditors' rights, and except as limited by application of legal principles affecting the availability of equitable remedies.

(b) The Securities, when issued in compliance with the provisions of this Agreement, will be validly issued, fully paid and nonassessable, and will be free of any liens or encumbrances, provided, however, that such shares may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein, and as may be required by future changes in such laws.

(c) No shareholder of the Company has any right of first refusal or any preemptive rights in connection with the issuance of the Securities or of Common Stock by the Company.

## 3. **Representations and Warranties of Vendor and Restrictions on Transfer Imposed by the Securities Act**

3.1 Representations and Warranties by Vendor. You represent and warrant to the Company as follows:

(a) You are experienced in evaluating and investing in technology and web based companies such as the Company and have had the opportunity to discuss the Company's business, management and financial affairs with its Chief Executive Officer and have had the opportunity to review the Company's plan of operations, its tax returns and current financial statements. You understand that such discussions, as well as any written information issued by the Company, were intended to describe the aspects of the Company's business and prospects which it believes to be material but were not necessarily a thorough or exhaustive description.

(b) The Securities are being acquired for your own account, for investment and not with a view to, or for resale in connection with, any distribution or public offering thereof within the meaning of the Securities Act.

(c) You understand that the Securities have not been registered under the Securities Act by reason of their issuance in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act pursuant to Section 4(2) thereof, and that