

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made this 14th day of May, 2002 by and between Harvey Lawton, (the "Seller") and Keith Lawton (the "Purchaser").

RECITALS

A. The Seller is the owner of 10,000 shares (the "Shares") of common stock of Auto Insurance Shopper, Inc. (the "Company") representing 10% of the current outstanding shares of the Company.

B. The Seller desires to sell, assign, transfer and deliver to the Purchaser, and the Purchaser desires to purchase all of the Shares on the terms and subject to the conditions contained herein.

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of the Shares.

1.1 Purchase and Sale. On the terms and subject to the conditions set forth in this Agreement, at the Closing on the Closing Date (both as defined below), the Seller shall sell, convey, transfer and deliver the Shares to the Purchaser, and the Purchaser shall purchase the Shares from the Seller, free and clear of any and all liens, security interests, claims, charges, encumbrances and rights of others whatsoever.

1.2 Purchase Price and Deliveries At Closing.

1.2.1 The aggregate purchase price for the Shares shall be Four Hundred Thousand Dollars (\$400,000) (the "Initial Purchase Price") plus the Additional Purchase Price (defined below), if any.

1.2.2 The Purchaser shall pay the Initial Purchase Price at Closing by delivery to the Seller of (a) a check or cash in the amount of \$150,000 and (b) promissory note in the principal amount of \$250,000 and in substantially the form attached as Exhibit A (the "Note"). The Note shall be due and payable as follows: \$125,000 plus accrued interest due on or before August 31, 2002 and \$125,000 plus accrued interest due on or before December 31, 2002.

1.2.3 At the Closing the Seller shall deliver to the Purchaser an assignment of all of Seller's interest in the Shares in substantially the form attached as Exhibit B

1.3 Additional Purchase Price. If the Company engages in a Sale Transaction (defined below) at any time after the Closing, then the Purchaser shall, within 10 business days after the Closing of such Sale Transaction, pay the Additional Purchase Price (defined below) to the Seller.

1.3.1 The term “Sale Transaction” means the acquisition of the Company by any person or entity other than the Purchaser, in one transaction or a series of related transactions with the same buyer, by way of business combination or merger, or by purchase of 50% or more of the Company’s outstanding capital stock or all or substantially all of the Company’s assets. Recognizing that not every scenario can be captured in this Agreement, nor is it economical to do so, the Seller and the Purchaser covenant and agree that, if the Purchaser should dispose of his interest in the Company in a manner not contemplated in the definition of “Sale Transaction” or if less than all or substantially all of the assets of the Company are sold in one or more transactions (such that such event(s) do not fall within the definition of Sale Transaction as set forth herein), then the parties shall meet and agree upon alternate terms to those set forth in this Section 1 within 10 business days prior to such event. If the parties are unable to reach agreement within 10 business days, then each shall refer the matter to their own accountant. Each party’s accountant shall propose a formula to account for the event in question and to reflect the intent of the parties that Seller is to receive the Additional Purchase Price with respect to the Purchaser’s interest in the Company immediately following the closing of this Agreement. If the two accountant’s cannot agree on a fair and reasonable solution within 10 business days, they shall refer the matter to a third accountant, whose decision shall be binding upon the parties.

1.3.2 “Additional Purchase Price” means 5% of the Transaction Value (defined below). The parties agree that they have attempted to capture the most likely scenario for the disposition of the Purchaser’s ownership of the Company.

1.3.3 “Transaction Value” means the Purchaser’s Share of the total amount paid, directly or indirectly, for the assets, business or capital stock of the Company including any Corporate Earnout (defined below) in the first Sale Transaction occurring after the Closing; provided that the “Purchaser’s Share” shall be equal to the lesser of 50% or Purchaser’s actual percentage ownership of the Company at the time the Sale Transaction is consummated. By way of example only, if 100% of the Company’s outstanding common stock is sold for \$10,000,000 at a time when the Purchaser owns 40% of the Company’s common stock, then the Transaction Value shall equal \$4,000,000, and the Additional Purchase Price shall equal \$200,000.

1.3.4 “Corporate Earnout” shall be defined as any cash, securities, or other remuneration received by the Company, its affiliates, or shareholders as a

result of the future performance of the Company excluding compensation resulting from reasonable employment agreements; provided, however, if the Transaction Value in a Sale Transaction is less than \$5,000,000, then "Transaction Value" shall include remuneration in excess of \$350,000/year (as adjusted on an annual basis each year after the date of this Agreement by the then applicable cost of living as published by the United States Department of Labor) received by the Purchaser pursuant to any employment agreement providing for compensation for future performance or severance payment.

For purposes of calculating the Transaction Value, if any portion of the Transaction Value is in the form of debt or equity securities, then that amount of the Transaction Value shall be determined as follows:

(a) the fair market value of securities for which there is an established trading market will be the average of the closing sales prices (or, if no sales take place, the average of the closing bid and asked prices) of the securities on the three trading days immediately preceding the date of the closing of the Sale Transaction;

(b) the fair market value of stock options received will be determined using the Black-Scholes pricing formula;

(c) the fair market value of any assets, securities, property or rights (other than as provided above) will be mutually agreed by Seller and the Purchaser. If the parties cannot agree upon the fair market value of such assets, security, property or rights, the parties will allow their accountants to resolve the issue in the same manner as set forth in section 1.3.1; and

(d) the fair market value of debt instruments will be valued in accordance with generally accepted accounting principles.

2. Closing. The closing of the purchase and sale of the Shares provided for by this Agreement (referred to through this Agreement as the "Closing") shall take place at the offices of Davis Graham & Stubbs LLP, 1550 17th Street, Suite 500, Denver, Colorado 80202, on May 14, 2002 at 4:00 p.m., or at such other date, place and time as the parties may agree upon. The time, place and date of the Closing are referred to through this Agreement as the "Closing Date."

3. Representations and Warranties.

3.1 Representations and Warranties of Seller. The Seller represents and warrants to the Purchaser that:

3.1.1 Ownership; Liens. The Seller owns the Shares free and clear of any liens, restrictions, security interests, claims, rights of another, or

encumbrances other than the rights and obligations arising under this Agreement and none of the Shares is subject to any outstanding option, warrant, call, or similar right of any other person to acquire the same, and none of the Shares is subject to any restriction on transfer thereof. The Seller has full power and authority to convey good and marketable title to the Shares, free and clear of any mortgages, liens, restrictions, security interests, claims, rights of another or encumbrances.

3.1.2 Validity of Agreement. The Seller has the legal capacity, power and authority to enter into, deliver and perform his obligation under this Agreement. This Agreement is a valid and legally binding obligation of the Seller and is enforceable against the Seller in accordance with its terms. The Seller's execution, delivery and performance of its obligations hereunder do not require the consent of any third party, and do not conflict with, result in a breach of, or constitute a default under any contract, instrument or agreement to which the Seller is a party.

3.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to Seller that:

3.2.1 Investment Intent. The Purchaser is acquiring the Shares for investment only, for the Purchaser's own account, and not with a view to, for offer for sale or for sale in connection with, the distribution or transfer thereof.

3.2.2 Validity of Agreement. The Purchaser has the legal capacity, power and authority to enter, deliver and perform his obligations under this Agreement. This Agreement is a valid and legally binding obligation of the Purchaser and is enforceable against the Purchaser in accordance with its terms. The Purchaser's execution, delivery and performance of its obligations hereunder do not require the consent of any third party, and do not conflict with, result in a breach of, or constitute a default under any contract, instrument or agreement to which the Purchaser is a party.

4. Indemnification.

4.1 Indemnification by Seller. The Seller shall defend, indemnify and hold harmless the Purchaser his heirs, personal and legal representatives, guardians, successors and assigns from and against any and all claims, threats, liabilities, taxes, interest, fines, penalties, suits, actions, proceedings, demands, damages, losses, costs and expenses (including attorney's and expert fees and court costs) of every kind and nature arising out of, resulting from, or in connection with:

4.1.1 Any misrepresentation or breach by Seller of any representation or warranty contained in this Agreement.

4.1.2 Any nonfulfillment of, failure to comply with or breach by Seller of any covenant, promise or agreement of the Seller contained in this Agreement.

4.2 Indemnification by Purchaser. Purchaser shall defend, indemnify and hold harmless the Seller and his heirs, personal and legal representatives, guardians, successors and assigns, from and against any and all claims, threats, liabilities, taxes, interest, fines, penalties, suits, actions, proceedings, demands, damages, losses, costs and expenses (including attorney's and expert fees and court costs) of every kind and nature arising out of, resulting from, or in connection with:

4.2.1 Any misrepresentation, omission or breach by Purchaser of any representation or warranty contained in this Agreement.

4.2.2 Any nonfulfillment of, failure to comply with or breach by the Purchaser of any covenant, promise or agreement of the Purchaser contained in this Agreement.

5. Miscellaneous.

5.1 Survival of Representations, Warranties and Agreements. All of the representations, warranties, covenants, promises and agreements of the parties contained in this Agreement (or in any document delivered or to be delivered pursuant to this Agreement or in connection with the Closing) shall survive the execution, acknowledge, sealing and delivery of this Agreement and the consummation of the transactions contemplated hereby.

5.2 Notices. All notices, requests, demands, consents and other communications which are required or may be given under this Agreement (collectively, the "Notices") shall be in writing and shall be given either (a) by personal delivery against a receipted copy, or (b) by certified or registered U.S. mail, return receipt requested, postage prepaid to the following:

- (i) If to Seller: Harvey Lawton, 8620 W. 93rd Place
Broomfield, Colorado 80021
- (ii) If to Purchaser: Keith Lawton, 9442 W. Brandt Place
Littleton, Colorado 80123

or to such other address of which written notice in accordance with this Section 6.2 shall have been provided by such party. Notices may only be given in the manner hereinabove described in this Section 6.2 and shall be deemed received when given in such manner.

5.3 Entire Agreement. This Agreement and the documents attached as exhibits hereto constitute the full, entire and integrated agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations,

correspondence, understandings and agreements between the parties hereto respecting the subject matter hereof.

5.4 Assignability. This Agreement shall not be assigned by either party without the prior written consent of the other party. In the event the Seller consents to assignment, the Purchaser shall maintain the liabilities, obligations and duties under this Agreement and in respect to the rights, obligations and duties so assigned, and shall be liable and be required to perform under this Agreement in the event such assignee is unable or unwilling to perform its obligations, duties or otherwise under this Agreement. If the Purchaser gifts any of his shares of Company common stock to any person or entity, then, as a condition to such gift or disposition, the donor or beneficiary of such gift shall become a party to this Agreement and stand in the place of the Purchaser.

5.5 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal and legal representatives, guardians, successors and in the case of Purchaser, its assigns. Nothing in this Agreement, express or implied, is intended to confer upon any third person any rights, remedies, obligations or liabilities.

5.6 Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

5.7 Amendment; Waiver. No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of all of the parties hereto. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action or compliance with any representation, warranty, covenant or agreement herein contained. The waiver by any party hereto of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

5.8 Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

5.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.10 Applicable Law. This Agreement is made and entered into, and shall be governed by and construed in accordance with the laws of the State of Colorado.

5.11 Further Assurances. Each party agrees to execute, acknowledge and deliver, after the date hereof, without additional consideration, such other assurances, instruments and documents and to take such further actions as the other party may request in order to fulfil the intent of this Agreement and the transactions contemplated hereby.

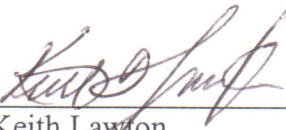
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement under seal, with the intention of making it a sealed instrument, on the date first above written

SELLER:



Harvey Lawton

PURCHASER:



Keith Lawton