

# Shareholder Agreement

Effective Date      \_\_\_\_/\_\_\_\_/\_\_\_\_

First Shareholder      [Legal Name],

Located at              [Address]  
                                 [City], [State] [Zip Code]

Phone Number        (000)000-0000

Email:                  [email@address.com](mailto:email@address.com)

Second Shareholder   [Legal Name],

Located at              [Address]  
                                 [City], [State] [Zip Code]

Phone Number        (000)000-0000

Email:                  [email@address.com](mailto:email@address.com)

&

Corporation            [Legal Name], AKA (The Corporation)

Organized              [State]

Located at              [Address]  
                                 [City], [State] [Zip Code]

Phone Number        (000)000-0000

Website:

The distribution of shares is now as follows:

Shareholder #1 holds [Number] of shares.

Shareholder #2 holds [Number] of shares.

As common stock shareholders of [Corporation Name] the above listed shareholders agree to the following terms and conditions:

The shareholders hereby agree that each respective shareholder has purchased their respective shares for investment purposes only with no future intention of reselling their shares. Also, there is mutual agreement and understanding that the shareholders will not donate, pledge, give, sell or otherwise assign or transfer their shares except as per this Shareholders Agreement.

The Shareholder may sell, give or transfer their respective shares to the Company as is mutually agreed upon by the Board of Directors and the Shareholder.

If a Shareholder does receive a valid offer to purchase shares they must first inform the company and all other Shareholders in writing of the intent to sell and include the number of shares, the purchase price and the full name of the purchaser. When an offer to purchase has been received by a Shareholder, the Corporation has the first right to purchase the shares being sold at the offering price. This intent to purchase must be presented to the Shareholder in writing within five business days following the Shareholder notifying the Corporation with intent to sell. The Corporation must complete the purchase transaction within five business days after submitting the proposed purchase plan.

The Shareholder hereby agrees to deliver the Company Shares to the company on the agreed upon date and completely free of any encumbrances or liens and all doc stamps and taxes due shall be paid by the selling Shareholder.

Should the company decide not to purchase the share that are up for sale then the right to purchase the shares shall go to the existing Shareholders. The current Shareholders, as listed above, must in writing deliver their intent to purchase to the offering Shareholder. The completion of the purchase will occur within five business days following the written notice of intent to purchase is delivered to the offering Shareholder.

The Shareholder hereby agrees to deliver the shares to the existing Shareholders on the agreed upon date completely free of an encumbrances or liens.

The Shareholders may during their respective lifetimes transfer their shares to a spouse or direct descendant providing that this transfer is also agreed to by the Board of Directors of this

Company. As a director of the Company the transferee must also agree in writing to vote as a Shareholder. The transferee will also agree to all the terms and conditions of this Shareholder Agreement.

With the exception of Excluded Securities, the Company hereby agrees to not sell any shares without first offering this stock to all the existing Shareholders. Notice of intent to accept and purchase Excluded Shares must be presented to the Company within five business days after the intent to sell the shares is presented to the Shareholders by the Company. The sale must then take place within five business days after the intent to purchase has been delivered to the Company. If the Shareholders decline to purchase the offered shares then the shares may be sold to a buyer at the agreed upon price as presented to the Shareholders.

If a Manager Shareholder end employment with the Company for any reason, then within five business days of termination the Shareholder must offer to sell all shares to the Company in writing. If the Company refuses to purchase the shares the offer shall then be made to the existing Shareholders.

Each Shareholder may self nominate for Directorship or elect a nominee for the position at every Board of Directors election.

#### **Applicable Law**

This contract shall be governed by the laws of the State of \_\_\_\_\_ in \_\_\_\_\_ County and any applicable Federal Law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the First Shareholder

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the Second Shareholder

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Print Name and Title