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Documenting the Purchase and Otherwise Acquisition of Shares of Stock
Of **COMPANY NAME HERE**
Shareholder Agreement

This Shareholder Agreement (hence referenced to as ‘the Agreement’) is established and exercised on the _____ day of _____, _____ between COMPANY NAME HERE CORPORATION, a (State Name Here) Corporation, and the undersigned shareholder(s), as newly assigned upon execution of this Agreement:

Shareholder Name(s) (First, Middle, Last)

WHEREAS

I. Restrictions Upon Transfer No shareholder shall transfer, mortgage, encumber and/or dispose of any or all of their shares of corporate stock except for as allowed and permitted as so stated within this Agreement. All actions relating to the transfer of stock shall be exercised in compliance with all laws and regulations relating to private stock transfer as outlined by the U.S. Securities Exchange Commission and the State of Incorporation.

II. Stock Transfer Outside the Corporation In the event that a shareholder desires to dispose of any and/or all shares of corporate stock as held in their possession, other than to the corporation or a shareholder of the corporation, the shareholder must provide 30 days written pre-notification to the corporation. The written notification must state the number of shares that shall be transferred, the name and address of the person, company and/or entity to whom the transfer is proposed, the share par value and purchase price amount offered/to be received and the date of the proposed transfer. Upon receipt of the 30 day written pre-notification, the corporation shall incorporate the written pre-notification into the corporate stock transfer book for open inspection by all shareholders of the corporation and the board of directors. Upon incorporation of the written pre-notification into the corporate stock transfer book, the corporation is granted **FIRST RIGHT OF REFUSAL** of the said shares as offered in the written pre-notification and may exercise an option to purchase any or all shares on identical terms to that of the proposed transfer. The corporation must exercise **FIRST RIGHT OF REFUSAL** within 15 days upon receipt of the written pre-notification as counted from the date at which the corporation received the written pre-notification. In the event the corporation does not exercise its **FIRST RIGHT OF REFUSAL**, the shareholders of the corporation are granted **SECOND RIGHT OF REFUSAL** of the said shares as offered in the written pre-notification and may exercise an option to purchase any or all shares on identical terms to that of the proposed transfer. In the event more than one shareholder desires to exercise their **SECOND RIGHT OF REFUSAL**, than each shareholder exercising their right will have the option to purchase a percentage of the proposed transfer amount equal to the number of shares presently owned by that shareholder, divided by the number the shares

which are included in the proposed transfer. If a shareholder does not exercise their option to purchase stock, then the percentage will be determined without including that shareholder's shares in the total shares outstanding. Shareholders may exercise their SECOND RIGHT OF REFUSAL anytime immediately after the corporation has relinquished its FIRST RIGHT OF REFUSAL with regard to the purchase of the said shares. Shareholder SECOND RIGHT OF REFUSAL must be exercised on or before the date of the proposed transfer as stated in the pre-notification.

The Shareholders, as recognized, own in-full, all of the issued and outstanding, private shares of stock of COMPANY NAME HERE Corporation ('corporation'). The corporation and its shareholders desire to provide for the continuity in the ownership and management of COMPANY NAME HERE Corporation. It is therefore in consideration of the mutual promises as established in this Agreement, along with other mutual good and valuable considerations, that the parties agree to the following herein

If neither the corporation nor the shareholders elect to acquire shares offered in the proposed transfer, in whole or in part (if the corporation does not exercise FIRST RIGHT OF REFUSAL and the shareholders do not exercise SECOND RIGHT OF REFUSAL), within their respective time-periods allotted for the acquisition, than the shareholder who provided notification of an impending stock sale or transfer may sell and/or transfer the shares as so stated in the written notice, unimpeded.

III Stock Transfer Within The Corporation In the event that a shareholder desires to liquidate his/her corporate shares, in whole or in part via the sale or transfer of their shares to the corporation or other shareholders, or purchase shares of another shareholder in whole or in part, or purchase additional shares of outstanding stock from the corporation, the shareholder must provide written notification that he/she intends to liquidate or purchase the said outstanding shares to the corporation prior to engaging in the said transaction. The written pre-notification must state the number of shares that shall be transferred, the name and address of the person, company and/or entity to whom the transfer is proposed, the share par value and purchase price amount offered/to be received and the date of the proposed transfer. Upon receipt of the written pre-notification, the corporation shall incorporate the written pre-notification into the corporate stock transfer book for open inspection by all shareholders of the corporation and the board of directors. Immediately upon receipt of the written pre-notification by the corporation, the sale or transfer of stock as so stated in the written pre-notification may be performed, unimpeded. The written pre-notification is for corporate record keeping purposes.

IV Involuntary Transfer of Shares In the event that a shareholder's shares are transferred by operational of law, other than by death, the corporation and other shareholders shall have 30 days to exercise an option to purchase all of the said shares under the option terms as specified in paragraph II of this Agreement. If a sum is paid upon transfer, then that will be the price to exercise this option. If no price is paid, the price will be determined as specified under paragraph VIII of this Agreement.