

SHAREHOLDER'S AGREEMENT  
OF  
COMPANY ONE

THIS SHAREHOLDER'S AGREEMENT (this "Agreement"), is made and entered into as of this \_\_\_\_ day of February, 2006, by and between **Company One** (the "Company"), a company registered in \_\_\_\_\_, and **Company Two.**, a \_\_\_\_\_ corporation (the "Shareholder").

WHEREAS, the parties hereto deem it in their best interest to provide for 20% (Twenty percent) ownership of the shares of the Company (the "Stock"), or rights thereto, including the right to transfer such Stock and the right to purchase such Stock upon the occurrence of certain events;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1  
RESTRICTION ON DISPOSITION

1.1 Disposition Prohibited. The Shareholder shall not dispose of any of his or her Stock except as permitted by this Agreement, and any such attempted disposition shall be void and shall not be recognized or registered upon the books of the Company.

1.2 Definition of "Dispose". The term "dispose" includes, but is not limited to, the acts of selling, assigning, transferring, pledging, encumbering, giving away, devising, and any other form of conveying, including conveyances caused by marital separation, divorce, receivership, or bankruptcy, whether voluntary or involuntary or by operation of law.

1.3 Notice of Involuntary Disposition. The Shareholder, or his or her personal representative, shall notify the Company immediately upon the occurrence of an involuntary disposal of his or her Stock. The Company shall notify the other shareholders of any such involuntary transfer.

1.4 Role of Offeror or Transferor. If the Company is entitled to elect to purchase or redeem any Stock owned by the Shareholder hereunder, the Shareholder shall not participate in or interfere with, and shall abstain from any vote upon (but shall be present for the purpose of meeting any quorum requirement), any action to be taken by the Company in effecting such an election. The Shareholder, or the legal representative of the Shareholder, shall cooperate in effecting all company action and execute and deliver all papers as may be necessary to consummate any purchase by the Company of such Stock. Unless otherwise set forth herein, the option of the Company to purchase or redeem Stock owned by the Shareholder shall be exercised only upon a majority vote of the Board of Directors.

ARTICLE 2  
DISPOSITIONS DURING LIFE

2.1 Voluntary Disposition.

(a) Disposition of Stock prior to and on December 31, 2011. This Agreement prohibits the Shareholder from disposing of any Stock until after December 31, 2011, unless prior written consent is received from the Company, which consent can be given only upon a majority vote of the Board of Directors.

(b) Disposition of Stock after December 31, 2010. In the event that the Shareholder ("the Offering Shareholder") receives a bona fide offer (the "Offer") after December 31, 2010, to purchase all or any portion of his or her Stock (the "Shares") and the Offering Shareholder desires to sell his or her Shares pursuant to the terms of the Offer, then the Offering Shareholder shall forthwith deliver to the Company written notice of such offer. Such written notice shall