



WOULD YOU SIGN THIS SHAREHOLDERS' AGREEMENT?

If any shareholder dies, becomes disabled,
critically ill or want to retire

We, the undersigned, agree to the following

1. In the event of a shareholders' death, he/she may give their shares to whomever they choose.
2. There will be no obligation for shares to be redeemed by any other shareholder.
3. The new shareholder may take on an active senior management role in our business.
4. He/she has the right to examine our books at any time and question any item.
5. He/she may sell their shares to whomever they choose without any need to give the current shareholders a first refusal.
6. In the event that a shareholder becomes sick or disabled, their income will continue.
7. Corporate evaluations need not be done but when they are, their personal accountant should decide on the valuation and if there is a disagreement, an Arbitrator be appointed whose findings are not binding unless a court ruling says it is.
8. Should a buyout occur, the ex-shareholder may immediately start a new company and will have the right to approach all our existing customers.
9. There is no need for a "non-disclosure" clause to be a part of this agreement.

Should we fail to do any of the above, the Shareholder or his/her family will have the right to sue us for failure to comply with this agreement.

Signed this _____ day of _____, 20____ at _____ in the province of _____ .

_____ Partner/Shareholder #1	_____ Witness
_____ Partner/Shareholder #2	_____ Witness
_____ Partner/Shareholder #3	_____ Witness

SAMPLE

WITHOUT A WRITTEN AGREEMENT IN PLACE, YOU'VE ALREADY AGREED TO THIS ONE.

Call Barry Rebuck TEP, EPC at 905-944-0107
to discuss constructive alternative solutions to this agreement.
Or email us to set up a personal appointment at: barry@rebuckandassociates.com