

UNANIMOUS SHAREHOLDERS AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF CORPORATION]

a corporation duly incorporated under the laws of the State of _____
(hereinafter referred to as the "Corporation")

- and -

**THE SHAREHOLDERS LISTED IN SCHEDULE A
ATTACHED HERETO**

(individually referred to as a "Shareholder" and collectively as the "Shareholders")

WITNESSETH:

WHEREAS, the parties believe it is in their best interests to unanimously agree to the terms set out herein related to the operation, management and control of the Corporation in order to achieve a harmonious balance and direction for the Corporation.

NOW THEREFORE, the parties agree to the following:

1. The Shareholders agree to maintain "S" status for the Corporation for federal tax purposes for a period of ____ years from the date hereof, unless the holders of at least seventy-five percent (75%) of the outstanding stock of the Corporation consent to the revocation of such status.
2. The parties hereto agree to execute a Buy-Sell Agreement with terms mutually acceptable by the parties.
3. For a period of ____ years from the date of this Agreement, the Shareholders, as Directors of the Corporation, agree to appoint the following persons to the offices indicated beside their names:

_____	President
_____	Vice President/Treasurer
_____	Secretary

4. All stock certificates issued by the Corporation shall bear a Restrictive Endorsement setting forth that such stock is subject to the terms of this Agreement and of the Buy-Sell Agreement.
5. The Corporation shall do its banking business at _____ [name of bank], or at such bank or banks as the Directors, in their sole discretion, may determine. The signature of any one officer of the Corporation shall be sufficient for checks or drafts up to the amount of _____ Dollars (\$_____). The joint signature of two (2) officers will be necessary for any check over the amount of _____ Dollars (\$_____).
6. The Shareholders agree that, in the event the operating capital of the Corporation is not sufficient to meet operating expenses, then upon a majority vote by the Shareholders, each Shareholder shall contribute additional capital, within thirty (30) days of request for such contribution by the Corporation, in the proportion of such Shareholder's stock ownership interest in the Corporation. Failure to make such contribution within the 30-day period will result in the other Shareholders having the right to purchase the prorata share of the stock held by the Shareholder who has failed to make his/her capital contribution by purchasing the capital contribution together with interest at prime (as determined by Chase Manhattan Bank) plus ____ percent (____%).

THIS IS A 4-PAGE DOCUMENT.