PARTIES:
The Parties, defined below, and sometimes referred to in this document as “Parties,” “Investors,” intend to enter into this legally binding Investor Agreement, hereafter sometimes referred to as “Agreement”, on this ______ day of __________________, 20 ____, sometimes referred to in this document as “Effective Date.”

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<th>FULL NAME</th>
<th>EMAIL</th>
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1. PURPOSE OF AGREEMENT
A  | The Parties constitute the entirety of Investor(s) of the Company, a [state] Company, and are the sole Management, Officers, Executives, Board, and Directors of the Company.
B  | This Investor Agreement is a binding contract, which defines provisions for management, execution, and control over the affairs of the Company, including (a) Management of the business; (b) Distribution of assets in liquidation; (c) Disposition of shares; and (d) Assessment and distribution of dividends.

2. SHARES SUBJECT TO AGREEMENT
A  | The Investor(s) listed, at the time of this Agreement, now own the shares indicated of common stock. Percentages are estimated, and the Number of Shares is the controlling figure.

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<tr>
<th>Name</th>
<th>Number of Shares</th>
<th>Representative Percentage</th>
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Table 1. Number of Shares

B | The listed “Parts,” constituting the defined Number of Shares, are a complete representation of all issued and outstanding capital stock of the Company. The Company has received all compensations, considerations, tenders, and moneys for the Parts of the Company listed in the table Number of Shares. The Investor(s) have received all Parts due in return for said considerations.

This agreement applies to all shares listed, a SUM TOTAL of _______________[amount], _______________[text amount], at the time of this writing, and to any shares created or acquired in the future.

3. COMPANY MANAGEMENT

A | [ ] Directors. If Elected, each Investor is a Director, part of the Board of Directors of the Company.

B | Authority. During the term of this Agreement, the Board of Directors are responsible to perform the following:

I | Maintain accounting to the best of their ability of the Current Assets of the Company, as required by statute.

II | Enforce the dissemination of a “Quarterly Report.” The Quarterly Report must be sent to the Investor(s) not more than 30 calendar days after the closure of the previous fiscal quarter. Such report will be used to identify profits and dividends.

III | The Directors must file Articles of the Incorporation as required by statute, and any other certificates, acts, or orders as required.

IV | The Directors must enforce the maintenance of records, books, and documents as required by statute.

V | The Directors must enforce that the Company is operated within the bounds of sound business practice.

C | The Chief Executive will be the managing executive officer of the Company. As such, the Chief Executive Officer will maintain and control all business operations, affairs, and the following:

D | The Chief Operating Officer will perform the following duties:

E | The Chief Financial Officer will perform the following duties:

F | The Chief ___________________________will perform the following duties:

G | The Chief ___________________________will perform the following duties:

H | Limitations on the duties and actions of the Executives and of the Board of Directors are as follows: no Executive may perform any of the following without “Board Approval:” ________________________________.

I | Unless stated otherwise in this Agreement, the written approval of all of the Investor(s) are required before the following actions may be taken: Changes to the Articles of Incorporation, Changes to the By-Laws, ________________________________
Mergers or Consolidations, Issuance of shares, Transfer of Substantially all assets of the Company, Change to this Investor Agreement, or initiation of Dissolution of the Company. _______________________________________.

The Investor(s) may be employees of the Company if: They are active in the Company’s affairs, they hold Shares in the Company, they adhere to the duties prescribed in this Agreement, and in the By-Laws and Articles of Incorporation, and any addendums, attachments, or annexes. This Agreement does not define the title, salary, or other terms of employment. Another agreement must be made to settle any terms of employment, made in unanimous written agreement by the Investor(s).

4. NONCOMPETE AND TRADE SECRETS

A | Investor(s) acknowledge that it is a material breach of this Agreement to (a) Be employed or otherwise interested in, either direct or indirect, to a business similar to that conducted by the Company, and (b) to Compete with the Company.

B | Trade Secrets are assets of the Company. Unless written consent of All Investor(s) is obtained for the disclosure of such secrets, the disclosure of these Trade Secrets is a material breach of this Agreement. Trade secrets include but are not limited to: Technical specifications, contacts of customers and clients, internal Company matters, and proprietary processes, research, communications, or intellectual property. The general prohibition of disclosure of such Trade Secrets is perpetual in term.

5. DIVIDENDS, DISTRIBUTIONS OF PROFITS AND LOSSES

A | Profits and losses of the Company will be determined by independently determined rules of accounting and will be determined on a fiscal year basis.

B | The Company shall retain a portion of its income. This “Retained Revenue” sum of ________[percent], or ___________________[amount], whichever is higher will not be included into amounts distributed as Dividend. Additional Discretionary Retained Revenue may be added, as needed, with the approval of the Board of Directors, for the purposes of the following non-limiting items: conducting business and maintaining development, normal operations, or expansion of the business.

C | After subtracting the Retained Revenue and Additional Discretionary Retained Revenue from the Gross Revenue, the Company should subtract any earnings required by law, including but not limited to Taxes, Expenses, Depreciation, Interest and Depreciation, resulting in a net Income amount. The Net Income may be distributed to Investor(s) every financial quarter. The amount will be proportional to the Number of Shares owned. Investor(s) may choose not to receive distributions, but instead offer distributions to the Company as a loan.

6. LOANS FROM INVESTOR(S) TO THE COMPANY

A | In the event that an Investor elects to provide moneys to the Company, additionally not related to the compensation for shares, The Investor may provide such a loan to the Company, except in the following condition(s) ____________________________________________________________________________.

B | The Company may repay the Loans provided by Investor(s) upon agreement by the Investor(s) that the moneys are available to pay the loan. The oldest Loans will be repaid first, unless the Investor waives these terms.

7. DISSOLUTION

A | All Investor(s) must agree unanimously to voluntarily dissolve the Company.

B | In the case of voluntary or involuntary dissolution, at the beginning of proceedings, all business operations will cease. The only exception to this clause is for operations which must continue for the purposes of the dissolution proceedings.
During the Dissolution Proceedings, the CEO, Investor(s), or appointed persons responsible shall:

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<td>I</td>
<td>Manage business that is necessary to complete the dissolution proceedings</td>
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<td>II</td>
<td>Complete, Pay, Collect, and settle any debts or credits against the Company, including any litigation processes ongoing.</td>
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<td>III</td>
<td>Sell, or otherwise convert all assets of the Company for Cash.</td>
</tr>
<tr>
<td>IV</td>
<td>Make any Contracts necessary in the name of the Company, regarding dissolution proceedings.</td>
</tr>
<tr>
<td>V</td>
<td>Employ agents or entities with power of attorney(s) to complete above tasks.</td>
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C | The CEO, Investor(s), or entity appointed by the CEO or Investor(s) shall apply any moneys, during dissolution proceedings, in the following order:

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<td>I</td>
<td>To liabilities or debts of the Company, expenses of dissolution, and in accordance with the law.</td>
</tr>
<tr>
<td>II</td>
<td>To Investor loans</td>
</tr>
<tr>
<td>III</td>
<td>To Profits, undistributed</td>
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<tr>
<td>IV</td>
<td>To Repayment of the purchase of shares, by original amounts of consideration paid by Investor(s).</td>
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<tr>
<td>V</td>
<td>To the Investor(s) as a proportion to the number of shared owned.</td>
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8. TRANSFERRING SHARES

A | Any transfer or sale, if not authorized by the terms of this Investor Agreement, is void. |

B | The Investor(s) agree to sell any shares to the Company, and the Company agrees to buy any shares, on the event of an Investor’s death. The moneys will be paid to the estate, and the executor of the estate will make the sale within 60 days of the appointment of the executor. |

C | An Investor may depart the Company by selling all their stock held in the Company. If the Departing Investor chooses to depart, any sales must be made within 60 days of the written Notice of Intent to Depart made by the Investor. |

D | If a buy or sell action occurs under this section, the remaining Investor(s) will have right of first refusal to purchase all shares that would be purchased otherwise by the Company. The price will be held at the purchase price that the Company would pay. To use this Right of First Refusal, Investor(s) must provide written notice not less than 10 days before effective sale. |

9. MISCELLANEOUS TERMS

A | Any disputes shall be settled by the Company and Investor(s) according to the following terms and format: [describe the way that any disputes can be settled. Usually, such terms are set to minimize the litigation costs (even mediation can be quite costly).] |

B | All Notices from Investor(s) to the Company, or vice-versa, will be in writing sent in the following format: 

______________________________, to the following addresses:

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

________________________________________

INVESTOR AGREEMENT

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DISPUTE RESOLUTION
The venue for any disputes relating to or arising from the Agreement will be in the local jurisdiction of the primary premises of the Company. When a legal action arises from the agreement, the prevailing party shall be awarded reasonable attorney fees and court costs from any non-prevailing party(ies).

If a dispute arises from this agreement and parties are unable to resolve their dispute, then parties hereby agree to seek mediation prior to filing a lawsuit. Mediator(s) should be a neutral third party which is mutually agreed upon and chosen between both parties.

If any party initiates a lawsuit without attending mediation, then that party shall not be entitled to recovering attorney fees and court costs even when otherwise entitled parties agreed to seek first mediation as a solution for any disputes.

If both attend mediation and are unsuccessful in reaching a mutually agreeable resolution, then both parties agree to attend legally binding arbitration. In this case, the arbitrator shall be mutually agreed upon by both parties and be experienced in residential real estate law and shall include a written record of the arbitration hearing. By initialing the spaces provided in both parties agree to attend arbitration if mediation is not successful. If both parties elect this arbitration clause and one party initiates a lawsuit without attending arbitration, then that party shall not be entitled to recovering attorney’s fees and court costs even when otherwise entitled.
10. EXECUTION

This Agreement is binding, to any successors, executors, heirs, administrators, and assigns, between the Parties named “Investor(s)” and the Company, with all clauses and terms enforceable only if not in validation of any statute, present or future, and governed by the laws of ________________________________. The entire body of the Agreement is contained within these pages, of which this is the last. Any modifications or nullifications to this Agreement must be made and approved by all parties in writing, in a separate Agreement.

Executed on this ________________th/rd day of ________________, 20 ______, at ___________________________[City, State/Province, Country] In the English language only.

Signed,

________________________________________
Signature

________________________________________
Name, Date

________________________________________
Signature

________________________________________
Name, Date

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Signature

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Name, Date

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Signature

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Name, Date

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Signature

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Name, Date

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