



SHAREHOLDER AGREEMENT QUESTIONNAIRE/INFORMATION REQUEST

1. Please provide a copy of the company's governing documents, including but not limited to Articles of Incorporation, bylaws, BOD meeting minutes, S Corporation election, and buy-sell agreement(s).
2. Please provide a list of shareholders, their spouses' names, and the number of and classes of shares owned by each shareholder.
3. If the corporation has more than one class of shares, describe the rights of each class (voting rights, dividend rights, capital distribution rights, etc.).
4. Describe any provisions or agreements not already provided that affect the issuance or transfer of any shares of stock in the corporation.
5. To whom may shares be transferred without consent? Living trust? Spouse? Children? Others?
6. Which of the following, if any, would trigger a share purchase: Death? Resignation or withdrawal? Termination with cause? Termination without cause? Retirement? Disability? Bankruptcy? Marital dissolution? Transfer not in accordance with company documents?
7. If there were a share purchase, would the corporation or the shareholders purchase?
8. If the eligible person(s) or entity cannot complete the buyout, will anyone else have a right of first refusal?
9. If none of the aforementioned possible buyers can complete the buyout, will the company be sold on the open market?
10. Would a share purchase be mandatory or voluntary?
11. How would the purchase price be determined: Appraisal? Book value determined ___ months before the event? Fixed price? Formula (specify)?
12. What would be the purchase terms: All cash? Promissory note (specify terms such as length, interest rate, payment frequency, etc.)? Combination?
13. Must all shares be sold?
14. How long will the buyer have to buy the shares?
15. Is there a "key-man" or other insurance policy in place to assist with financing the purchase?
16. How often will financial statements be provided to shareholders?
17. Will any departing shareholder be subject to a noncompete or trade secrets restriction?

18. Are there any events that would automatically trigger a dissolution of the corporation (one or more shareholders leaving for any reason, illiquid with refusal to contribute more capital, etc.)?
19. Does the corporation have a dividend policy? If so, please describe.
20. Will major decisions of the corporation be decided by majority, unanimous vote, or something in between?
21. How will the corporation be financed? Capital contributions? Loans? Combination?
22. Must the shareholders devote a minimum number of hours or percentage of time to the business, on average, each week? If so, please describe.
23. What would be the consequences of a material breach of this agreement? Loss of voting rights? Cessation of directorship? Mandatory sale of shares? Other?
24. Please describe any other terms or provisions agreed upon between the parties not already covered above.