# TEMPLATE CORPORATION, INC.

**RESTRICTIVE STOCKHOLDERS' AGREEMENT**

THIS RESTRICTIVE STOCKHOLDERS' AGREEMENT (this "Agreement") is

made this 3rd day of December, 2018 (the "Effective Date"), by and among SH #1 ("SH1"), SH#2 ("SH2") and TEMPLATE CORPORATION, Inc., a Maryland corporation (hereinafter referred to as the "Corporation").

# RECITALS:

* 1. The Corporation provides on-site consulting services to government, academic and commercial entities. SH#1 and SH#2 (hereinafter referred to jointly as the "Stockholders" or individually as a "Stockholder") are the owners of all of the issued and outstanding shares of the capital stock of the Corporation ("Shares"). As used herein, the term "Stockholder" includes either a person or entity who presently owns Shares or who acquires Shares after the date of this Agreement in a manner permitted by this Agreement.
	2. The purpose of this Agreement is to: (a) restrict the transfer of Shares; (b) provide for the redemption of Shares upon a Stockholder's termination of employment with the Corporation or upon the death of a Stockholder; and (c) specify the rights and obligations of the parties if a Stockholder wished to dispose of Shares during that Stockholder's lifetime.

NOW, THEREFORE, in consideration of the mutual promises hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that:

1. SALE OF ADDITIONAL SHARES TO SH#2. As of the Effective Date, the Corporation sells to SH#2, and SH#2 acquires from the Corporation an additional ### Shares for a purchase price of $$$$.00 (the "SH#2 Purchase Price"). SH#2 acknowledges receipt of stock certificate no. 5 issued by the Corporation for these additional Shares. Contemporaneous with the execution of this Agreement, SH#2 has delivered to the Corporation her promissory note (the "SH#2 Note") calling for the SH#2 Purchase Price, plus interest at the rate of 3.07% per annum, to be paid in eight annual installments of principal and interest commencing on December 31, 2018, and on the same day of each year thereafter through December 31, 2025, and a final payment of all unpaid principal plus accrued and unpaid interest on December 31, 2026. Receipt of the SH#2 Note is hereby acknowledged by the Corporation.
2. GENERAL RESTRICTION ON ASSIGNMENT.
	1. General Restriction. Except as hereinafter provided, a Stockholder shall not Assign or permit the Assignment of any Shares now owned or hereafter acquired by the Stockholder. Any attempt by a Stockholder to Assign Shares without full compliance with this Agreement shall be null, void, and of no force or effect. The Corporation shall not transfer on its records the ownership of any Shares unless they are Assigned in a manner permitted by this Agreement, and no attempted Assignment shall be effective unless and until the Corporation transfers the Shares on its records. All Shares shall at all times remain subject to this Agreement, even if they are Assigned in a manner permitted by this Agreement.
	2. Certain Terms Defined. As used herein, the term "Assign" means, voluntarily or involuntarily, to transfer, sell, bequeath, pledge, hypothecate, or otherwise dispose of Shares. "Assignment" means any voluntary or involuntary transfer, sale, bequest, pledge, hypothecation, or other disposition of Shares. A Stockholder who Assigns Shares is sometimes referred to herein as the "Assignor," and the person or entity to whom the Shares are Assigned is sometimes referred to herein as the "Assignee."
	3. Proxies. A Stockholder is not prohibited by this Agreement from giving a written proxy for the voting of the Stockholder's Shares.
3. VOLUNTARY ASSIGNMENTS.
	1. Notice of Intention. If a Stockholder has obtained a bona fide written offer for the purchase of Shares which the Stockholder intends to accept, then that Stockholder shall give written notice of that intention (the "Notice of Intention") to the Corporation and to the other Stockholder. To be effective, the Notice of Intention must state: (a) the number of Shares to be Assigned (the "Option Shares"); (b) the name and address of the proposed Assignee; (c) if any consideration is to be paid for the Shares, then the amount to be paid and the terms of payment; (d) documentary evidence demonstrating the proposed Assignee's ability to pay the consideration for the Option Shares called for in the Notice of Intention; and (e) the date of the proposed Assignment.
	2. Purchase Options.
		1. For a period of 30 days after the date of delivery of a Notice of Intention (the "Notice Date"), the remaining Stockholder shall have the option to purchase all or any portion of the Option Shares.
		2. For a period of ten days following the expiration of the option granted in Section 3.2.1, the Corporation shall have the option to redeem all, but not less than all, of the Option Shares for which no option has been exercised.
	3. Exercise of Option. If one or more options are properly exercised to purchase all of the Option Shares, then the Stockholder owning the Option Shares shall sell, and each party exercising an election shall purchase, the Option Shares.
	4. Purchase Price. The purchase price and terms shall be as set forth in Section 7 and Section 8.
	5. Failure to Exercise Options. If elections are not timely exercised to purchase all of the Option Shares, then all options previously exercised shall become null and void; and the Option Shares may be Assigned to the proposed Assignee upon the terms stated in the Notice of Intention, provided that the proposed Assignee agrees in writing to be a party to this Agreement. However, if the Assignment is not completed by the later of the date specified in the Notice of Intention or 30 days after the expiration of the last purchase option, then the Option Shares will become subject again to the purchase options contained in this Agreement.
	6. Death Prior to Exercise of All Purchase Options. If the Stockholder owning the Option Shares dies before options have been exercised to purchase all of the Option Shares, then all of that Stockholder's Shares shall be sold and purchased pursuant to Section 6.
4. PROHIBITED TRANSACTIONS.
	1. Definition. As used herein, a "Prohibited Transaction" means the transfer of Shares to the guardian, conservator, or committee of an incompetent or disabled Stockholder, the purchase of Shares at a creditor's or judicial sale, the retention of Shares by a creditor in satisfaction of a debt, or an event other than the death of a Stockholder which, by operation of law, would create rights with respect to a Stockholder's Shares in any other person or entity.
	2. Notice and Options. The Secretary of the Corporation shall provide the Stockholders (including the Stockholder whose Shares are the subject of the Prohibited Transaction) with notice of a Prohibited Transaction. Upon delivery of such notice, the other Stockholder and the Corporation shall have options to purchase, in accordance with and subject to the requirements and limitations (including time limitations) set forth in Section 3.2, the Shares which are the subject of the Prohibited Transaction and, if the other Stockholder elects, the remaining Shares shown on the books of the Corporation as then being owned by the Stockholder whose Shares are the subject of the Prohibited Transaction, with the following adjustments:
		1. The date on which the notice called for in this Section 4.2 has been given shall be deemed the Notice Date for purposes of computing the time

periods for exercising options as to the Shares which are the subject of the Prohibited Transaction, regardless of when the Prohibited Transaction took place.

* + 1. If the other Stockholder does not elect to purchase all of the Shares owned by the Stockholder whose Shares are the subject of the Prohibited Transaction, then the Corporation shall redeem all, but not less than all, of the Shares of the Stockholder whose Shares are the subject of the Prohibited Transaction for which no option has been exercised.
	1. Costs Payable by Assignor. A Stockholder whose Shares are the subject of a Prohibited Transaction shall pay, upon demand, all losses, costs and expenses suffered or incurred by the Corporation and the other Stockholder as a result of the Prohibited Transaction and compliance with this Section 4.
1. CESSATION OF A STOCKHOLDER'S EMPLOYMENT. In the event of a Stockholder's cessation of employment with the Corporation for any reason other than death, regardless of the party which initiated the cessation or the reason therefor, the other Stockholder and the Corporation shall have options to purchase, in accordance with and subject to the requirements and limitations (including time limitations) set forth in Section 3.2, the Shares shown on the books of the Corporation as then being owned by the terminated Stockholder, with the following adjustments:
	1. The date of the Stockholder's termination of employment shall be deemed the Notice Date for purposes of computing the time periods for exercising options as to the Shares owned by the terminated Stockholder.
	2. If the other Stockholder does not elect to purchase all of the Shares owned by the terminated Stockholder, then the Corporation shall redeem all, but not less than all, of the Shares of the terminated Stockholder for which no option has been exercised.
2. DEATH OF A STOCKHOLDER. Upon the death of a Stockholder, the other Stockholder and the Corporation shall have options to purchase, in accordance with and subject to the requirements and limitations (including time limitations) set forth in Section 3.2, the Shares shown on the books of the Corporation as then being owned by the deceased Stockholder, with the following adjustments:
	1. The date of the qualification of a personal representative for the estate of the deceased Stockholder shall be deemed the Notice Date for purposes of computing the time periods for exercising options as to the Shares owned by the deceased Stockholder.
	2. If the other Stockholder does not elect to purchase all of the Shares owned by the deceased Stockholder, then the Corporation shall redeem all,

but not less than all, of the Shares of the deceased Stockholder for which no option has been exercised.

1. PURCHASE PRICE FOR SALE.
	1. Amount. The purchase price for Shares sold pursuant to Sections 3 through 6 of this Agreement (each, the "Sales Purchase Price") shall be:
		1. If the sale is pursuant to Section 3, then the lesser of (a) the consideration, if any, set forth in the Notice of Intention, or (b) the "Fair Market Value of the Shares" (as hereinafter defined) as of the last day of the fiscal year of the Corporation ending immediately prior to the Notice Date.
		2. If the sale is pursuant to any other Section of this Agreement, then the Fair Market Value of the Shares as of the last day of the fiscal year of the Corporation ending immediately prior to the date of the event which triggered the sale (the "Date of Determination").
	2. "Fair Market Value" Defined. "Fair Market Value of the Shares" shall equal: (a) the fair market value of the Corporation (the "Corporate FMV") as of the Notice Date of the Date of Determination, as the case may be; (b) divided by the number of Shares on that date; and (c) multiplied by the number of Shares being purchased or redeemed, as the case may be. The Corporate FMV shall be determined as follows:
		1. The Assignor and the Corporation shall attempt to agree on the Corporate FMV within fifteen days after the Notice Date.
		2. If the Assignor and the Corporation cannot agree on the Corporate FMV within fifteen days after the Notice Date, then the Corporate FMV shall be determined by appraisal. The Assignor shall select an Appraiser, and such Appraiser shall deliver to the Corporation and the Assignor, his appraisal of the Corporate FMV within 60 days after the Notice Date.
		3. If the Corporation rejects the Corporate FMV in this appraisal within fifteen days after it is received by the Corporation, then for a period of ten days after the rejection, the Corporation shall have the right to retain a second Appraiser who shall deliver his appraisal within 40 days after having been retained. If the Corporate FMV in the second appraisal is equal to at least 95% of the Corporate FMV in the first appraisal, or if the second Appraiser does not deliver an appraisal within 40 days after his retention, then the Corporate FMV in the first appraisal shall be deemed to be the Corporate FMV.
		4. If the Corporate FMV in the second appraisal is less than 95% of the Corporate FMV in the first appraisal, then within ten days after the date on

which the second appraisal is delivered, the first and second Appraisers shall select a third Appraiser to review both appraisals and any supporting information deemed appropriate by the third Appraiser. Within 30 days after his selection, the third Appraiser shall state which of the two appraisals he believes is closer to the Corporate FMV. This statement by the third Appraiser shall be final and binding upon all parties. If the two Appraisers cannot agree on the selection of the third Appraiser, then each of them shall nominate on written ballots three individuals they believe are qualified to serve as the third Appraiser. If only one individual is nominated by both of the two Appraisers, then that individual shall be the third Appraiser. If no individual is nominated by both of the Appraisers, or if both of them nominate two or more of the same individuals, the third Appraiser shall be the individual whose name is drawn by the first Appraiser in a blind drawing in the presence of the second Appraiser.

* + 1. If the sale is pursuant to Section 3, Section 4 or Section 5, then the fees of all Appraisers shall be paid by the Assignor. If the sale is pursuant to Section 6, then the fees of all Appraisers shall be paid by the Corporation.
	1. Accountant to Calculate Sales Purchase Price. The accountant then regularly servicing the Corporation shall calculate the Sales Purchase Price. In making its calculation, the accountant shall exclude any valuation for goodwill, but may apply such discounts as may be permitted by applicable law. The accountant shall promptly notify each party of the amount calculated, and the accountant's calculation shall be binding and conclusive on all parties.
1. **CLOSING.**
	1. Date and Place. The closing for the purchase of Shares hereunder (the "Closing") shall take place at the office of the Corporation 's attorney or at any other place upon which the parties agree, on a date which is 30 days after the last election is made to purchase the Option Shares or the date on which the Sales Purchase Price is calculated, whichever date is later.
	2. Delivery of Shares. At the Closing, the seller shall deliver to the purchaser or purchasers the certificates for the Shares being purchased, properly endorsed, with any required documentary stamps affixed and signatures guaranteed in a manner satisfactory to counsel for the Corporation.
	3. Payment. Contemporaneously with the delivery of Shares, the purchaser or purchasers shall pay the Sales Purchase Price to the seller in the following manner:
		1. If the purchase is pursuant to Section 3 and the Sales Purchase Price is the consideration set forth in the Notice of Intention, then in the manner set forth in the Notice of Intention.
		2. If the purchase is pursuant to Section 3 and the Sales Purchase Price is the Fair Market Value of the Shares, or if the purchase is pursuant to Section 4, Section 5, or Section 6, then an amount equal to 25% of the Purchase Price shall be paid in readily available funds at the Closing, and the balance shall be payable in five equal, annual installments commencing on the first anniversary of the Closing, together with interest on the outstanding balance at the Applicable Federal Mid-Term Rate for the month in which the Closing occurs. If that rate is no longer published, then the interest on the outstanding balance shall equal the prime rate of interest charged on the date of the Closing by the lending institution then serving as the Corporation's primary depository bank.
		3. Notwithstanding the preceding provisions of this Section 8.3, no annual installment of principal and interest under the Closing Note shall exceed the sum of $50,000.00 per annum. In that event, the term of the "Closing Note" (as that term is defined in Section 8.4) shall be automatically extended for the number of years required to pay the Sales Purchase Price, plus interest, in full.
	4. Delivery of Closing Note. If a purchaser is to pay the Sales Purchase Price in installments, then to evidence the purchaser's obligation, the purchaser, at the Closing, shall deliver to the seller a promissory note in form satisfactory to seller and purchaser (the "Closing Note"). The purchaser shall have the right to prepay any or all of the unpaid Sales Purchase Price without penalty or premium. The Closing Note shall become due and payable upon the settlement for the sale of substantially all of the Corporation's assets, the sale of Shares resulting in a transfer of control from the owners of Shares on the date of the Closing, or any other transaction which results in the Corporation ceasing to exist as a separate entity or being controlled by any person not a Stockholder on the date of the Closing. If the Corporation is the purchaser, then the Corporation's promissory note shall be personally guaranteed by the remaining Stockholder.
	5. Offset Against Purchase Price. Notwithstanding any other provision dealing with payment of the Sales Purchase Price, at the option of the purchasers, the Sales Purchase Price may be offset at the Closing by any amounts owed to the Corporation or to the other Stockholder by the Assignor. The amount of the offset shall be applied first against the portion of the Sales Purchase Price due at the Closing and then against any deferred installments of the Sales Purchase Price (including principal and interest), in their inverse order of maturity, and shall be paid by the purchaser to the respective creditors, pro rata, for the account of the seller at the times and in the amounts otherwise due in accordance with the terms of payment.
	6. Sequence of Purchasers. Where both the Corporation and a Stockholder are purchasers, the Closing for the Stockholder's purchase shall take place immediately before the Closing of the Corporation's purchase.
2. SALE TO APPROVED PURCHASER. In the event that SH#1 determines that it would be in the best interests of the Stockholders to sell all of the Shares to a person or group of persons designated by SH#1 (an "Approved Purchaser"), each of the Stockholders shall sell all of the Shares owned by that Stockholder to the Approved Purchaser upon terms negotiated and acceptable to SH#1 for his Shares.
3. TERMINATION OF AGREEMENT.
	1. Terminating Events. This Agreement and all restrictions on the Assignment of Shares created by it shall terminate upon the occurrence of any of the following:
		1. The entry of an Order for Relief with respect to the Corporation under the federal bankruptcy laws; or
		2. The execution of an assignment for the benefit of creditors of the Corporation; the appointment of a receiver for the Corporation; or the filing by the Corporation of a petition under any other state insolvency law; or
		3. The voluntary or involuntary dissolution of the Corporation;

or

* + 1. Any Stockholder becoming the owner of all of the Shares which are then subject to this Agreement; or
		2. The execution of a written instrument terminating this Agreement by the Corporation and all of the Stockholders then owning Shares; or
		3. The death of all Stockholders within a period of 60 days;

or

* + 1. The affirmative vote of the Majority Stockholders.
	1. Effective Date If All Stockholders Die. If all of the Stockholders die within a period of 60 days, then the termination is to be effective as of the day preceding the day the first Stockholder dies, and the Shares owned by the estates of the Stockholders shall thereupon be free and clear of the terms of this Agreement, save and except for any obligations which arose before that date.
	2. Effect on Termination. The termination of this Agreement shall not affect any existing rights and obligations of the parties with respect to the purchase and sale of Shares.
1. ENDORSEMENT ON STOCK CERTIFICATES. The Corporation shall endorse all certificates for Shares (including certificates for any shares issued in exchange for Shares by any successor to the Corporation) with the following legend:

"A full statement of the restrictions or limitations as to transferability by the Corporation of the shares represented by this certificate, as contained in an agreement dated the 3rd day of December, 2018, by and among the Corporation and its stockholders, will be furnished by the Corporation to any holder of such shares upon request and without change."

1. CORPORATE ACTION.
	1. Amendments to Enable Purchase. If the Corporation's charter or bylaws either prohibit or do not specifically permit it to purchase Shares which it is required to purchase hereunder, then the Corporation's charter and bylaws shall be amended to permit to make the purchase.
	2. Other Action to Enable Purchase. If, as a result of the redemption, the Board of Directors determines that the Corporation will not be able to pay its debts as they become due or that the Corporation's total assets will be less than its total liabilities, then nothing contained herein shall be deemed to require any Stockholder to make additional capital contributions to the Corporation or otherwise arrange for or supply additional funds to the Corporation in order for the Corporation to effect the purchase.
2. RIGHTS AND OBLIGATIONS OF FORMER STOCKHOLDERS. After a Stockholder ceases to own Shares, he shall have no rights or obligations under this Agreement. A former Stockholder, however, is not to be relieved of liability for a breach of, or a failure to comply with, any term or provision of this Agreement arising or existing prior to the date on which the Stockholder ceased to own Stock. If a former Stockholder reacquires Shares, he shall become bound again by all of the terms of this Agreement.
3. INJUNCTION; SPECIFIC PERFORMANCE. Irreparable injury will result from a breach of any provision of this Agreement, and money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent injunctions: (a) restraining any act which would constitute a breach; or (b) compelling the performance of any obligation which, if not performed, would constitute a breach.
4. VOTE ON PURCHASE OF STOCK. If, at anytime, the Corporation has the option to purchase the Shares of a Stockholder pursuant to this Agreement, then

the Stockholder who is selling or proposing to sell, as a Stockholder, and, if a director, then as a director, shall waive notice of and any right to be present at the meetings called to consider the question of whether the Corporation is to purchase the Stockholder's Shares. At the meetings which that Stockholder attends, that Stockholder shall either abstain from voting, or vote that Stockholder's Shares on the same side of the question as do a majority of the other Shares entitled to vote and shall cast his or her vote as director as do the majority of the Corporation's other directors. If the remaining Stockholders or directors, as the case may be, agree that the decision should be made by unanimous consent rather than at a meeting, then the Assigning Stockholder shall execute any written confirmation of the unanimous consent, if the other Stockholders or directors, as the case may be, have signed that document.

1. NOTICES.
	1. How Sent. All notices, offers, elections, requests, demands, acceptances, exercises of options, and other communications pursuant to the Agreement ("Notices") shall be in writing and either delivered personally or sent by certified mail, postage prepaid, return receipt requested, or delivered by a recognized national overnight delivery service.
	2. Where Sent. If sent by mail, a Notice shall be addressed (a) to the Corporation c/o its President at ADDRESS, Maryland ZIP; or (b) to a Stockholder at his or her last known address shown on the records of the Corporation.
	3. When Effective. A Notice delivered personally shall be deemed effective when delivered. A Notice that is properly addressed and sent by certified mail with postage fully prepaid shall be deemed effective two business days after it is deposited in the U.S. mail. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall be deemed to commence only when all of the required Notices are deemed to have been effective.
	4. Change in Addressees or Addresses. Any party may designate by Notice to the other parties, substitute addressees or addresses for Notices and copies, and thereafter, Notices and copies are to be directed to those substitute addressees or addresses.
	5. Affirmative Duty to Respond to Notice. If the Notice concerns any option, then, upon receipt of the Notice, each Stockholder shall promptly advise the Secretary of the Corporation of the Stockholder's decision regarding the exercise or non-exercise of his option. If no answer is received by the Secretary before the end of the period specified for such option, then the Stockholder will be presumed to have chosen not to exercise his option.
	6. Non-Banking Days. If the last day to act falls on a day that banks are not open for business in Maryland, then the time to act shall be extended to the next day that banks are open for business in Maryland.
2. WAIVER OF CONFLICT. By signing this Agreement, each party to this Agreement acknowledges that:
	1. Each party was aware, at the outset of the preparation of this Agreement, that it may have been advantageous to each party to include in this Agreement various provisions which are adverse to the needs of other parties to this Agreement.
	2. After consultation with the attorney who has prepared this Agreement, each party has been made aware of the disadvantages of having only one attorney involved in the preparation of this Agreement, including, without limitation, the fact that one attorney may not be able to determine all of the needs of each party to this Agreement and that the attorney cannot act as an advocate for any party to this Agreement.
	3. Notwithstanding each party's knowledge of the disadvantages of having only one attorney involved in the preparation of this Agreement, each party has elected to have only one attorney involved and has elected not to have separate counsel. This election has not been revoked as of the time of signing this Agreement.
	4. Each party is aware that provisions included in this Agreement are or may prove to be advantageous to a particular party or disadvantageous to other parties to this Agreement.
3. MISCELLANEOUS.
	1. Governing Law. The laws of the State of Maryland shall govern the validity and construction of this Agreement, without regard to the principles of conflicts of laws.
	2. Consent to Jurisdiction. The parties hereby submit to the jurisdiction and venue of the courts of the State of Maryland.
	3. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in proving this Agreement it shall only be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.
	4. Severability. A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any

respect shall not affect any other provision of this Agreement. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision has been amended to the extent necessary to be enforceable within the jurisdiction of the court making the ruling.

* 1. Word Forms. Whenever used herein, the singular shall include the plural, and the plural shall include the singular. The use of any gender, tense, or conjugation shall include all genders, tenses, and conjugations.
	2. Headings. The Section and Subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision hereof.
	3. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon the Corporation and its successors and assigns, and the Stockholders, their respective personal representatives, successors and permitted assigns.
	4. Amendments and Modifications. This Agreement may be amended, waived, changed, modified or discharged only by an agreement in writing signed by all of the parties.
	5. Integration. This Agreement represents the parties' final understanding as to all matters included herein, and supersedes all prior written or oral agreements of the parties concerning matters covered herein.
	6. Waiver of Breaches. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
	7. Waiver of Right to Jury Trial. Each party to this Agreement waives its, his or her right to a jury trial with respect to any action brought under or in connection with this Agreement.
	8. Recitals. The Recitals are a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE}

IN WITNESS WHEREOF, the parties have signed this Agreement, under seal, on the day and year first above written.

ATTEST: CORPORATE TEMPLATE, INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)

NAME, Secretary NAME, President

WITNESS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seal)

 SH#1, Stockholder

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 SH#2, Stockholder