

CP103

company, major lender)



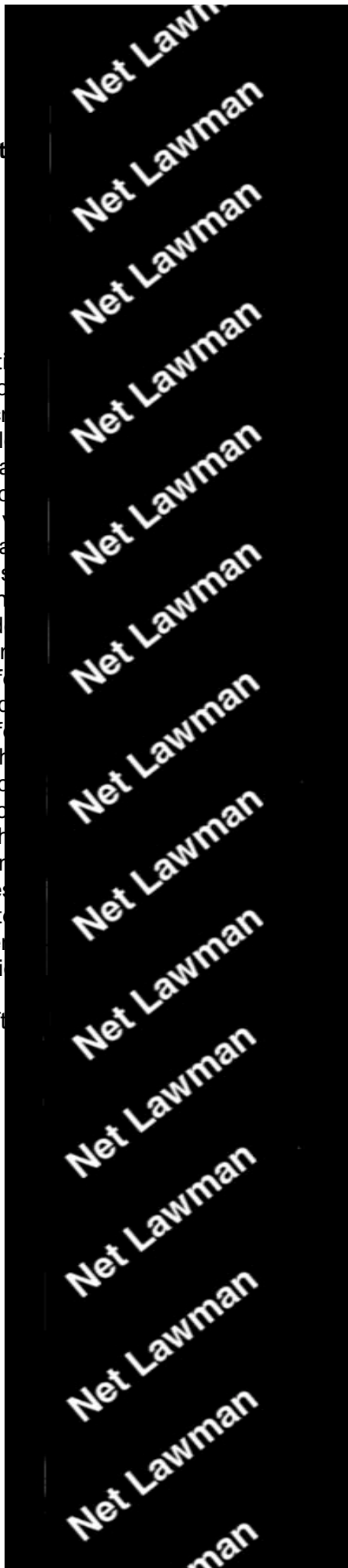
ers for the regulation of

Shareholders' agreement

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The Schedule - draft



is required

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t

This agreement is dated:

The Company is:

(the Company”)

The Company’s registered

The Shareholders are:

[name]

[name]

[name]

[name]

The background to this a

1 The shareholders of the Company carry

company with a view to

2 The Company is a company registered in England and Wales

1234567, incorporated

3 Before completion

3.1 the Company has issued and are

£[000] divided into [] shares have been

3.2 the shareholding

Name of shareholder agent

owner / formation

[fill in details](#)

4 It has been agreed that the share capital of the Company will be increased to £[000] and each new shareholder has agreed to contribute to the increased share

of the Company will be [] and each new shareholder has agreed to contribute to the increased share

5 Mr JKL has agreed to provide a loan to the Company under the terms of a loan agreement which is set out in Schedule 1

the terms of a loan

6 The parties have agreed to set out the relationship between them.

to regulate the relationship

These are the terms of the

1 Definitions

These definitions apply

different interpretation:

“Business”

ss of [state nature of

“Confidential Information”

Company and the other
s not include information
o disclose to a customer
se of business so far as
hose circumstances. It
rmation about staff, their
usinesses, methods of
olicies, suppliers and
n about suppliers agents
cludes information about

“Directors”

of the Company.

“Fair Price”

Sale Shares or Transfer
of the Company or by
rpose of such valuation
struction set out in the

“Intellectual Property”

ery sort, whether or not
any country, including
ning into existence after
rs, patents, trade marks,
copyrights, software,
ions and inventions.

“PR”

ersonal representatives
affairs of a shareholder
Transfer Event.

“Sale Notice”

en by a shareholder to
ls of Sale Shares.

“Sale Price”

cified in a Sale Notice.

“Sale Shares”

or sale by a shareholder

“Transfer Date”

shareholder transfers the

“Transfer Event”

a shareholder or the
of attorney in respect of
the certification of a
ed by section 145 (1) of

“Transfer Shares”

owned by a shareholder
a Transfer Event.

2 Relationship of parties

2.1 Nothing in this agreement
relationship of either party
though such relationship

ship or agency or the
any of the parties,
er means.

2.2 Other than matters
agreement contained
supersedes all previous
parties. Each party
he does not rely on
forming part of this

t dated [date], this
in the parties and
standings between the
g into this agreement,
or other term not

3 Subscription for shares

3.1 Each shareholder
below.

f shares as set out

Name of shareholder

number of shares price per share

[Fill in this table](#)

4 Completion

The parties agree to
particular:

ent immediately and in

4.1 to conduct such
minutes as may be
write up the register
to issue new shares

n such resolutions and
company secretary to
scription of shares and

4.2 each shareholder against his name in the register of the Company.

of shares as is set out make payment to the

4.3 The Company shall not issue shares unless payment has been made for the shares to that shareholder.

to a shareholder in respect of all of the

5 Company's use of

The Company will use the proceeds from the shares solely to provide working capital for the Company.

from the shares solely to

6 Directors

After completion of the registration of the principal duties will be:

the Company and their

[Name], will be responsible for the day to day management of the Company.

[Name], will be responsible for the day to day management of the Company.

[Name], none executed.

7 Proxy votes

7.1 Any action or decision may be taken by the shareholders at any time, place.

shareholder at any time, place.

7.2 No person may vote at a general meeting unless he has given seven days' notice of his appointment as proxy to the Company or 24 hours such notice to each of the shareholders.

has given seven days' notice to the Company or 24 hours such

8 Company's obligations

8.1 The Company undertakes the following obligations to the shareholders to:

holders to:

8.1.1 carry on the business of the Company for the benefit of the shareholders.

8.1.2 ensure that the directors do not affect the Business of the Company by the directors or by the shareholders.

affect the Business of the Company by the directors or by

8.1.3 maintain insurance for the Business and its assets.

for the Business and

8.1.4 deal at all times in the best interests of the shareholders.

the best price and on

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