SHAREHOLDERS AGREEMENT

THIS AGREEMENT made this _______(1)_________ day of _____(2)______, ______
(3)_______, by and between _______(4)________, hereinafter "Shareholders" of ________(5)
___________, hereinafter "Corporation".

W I T N E S S E T H:

WHEREAS, the parties believe it is in their best interest to unanimously agree to terms
below related to the operation, management and control of the Corporation in order to achieve
harmonious balance and direction.

NOW THEREFORE, the parties agree to the following:

1. The Shareholders agree to maintain "S" status of the Corporation for federal tax
purposes throughout a period of five (5) years from the date hereof unless seventy-five percent
(75%) of outstanding stock of the Corporation is voted in such a manner as to consent to the
revocation of such status.

2. The parties hereto agree to execute a Buy-Sell Agreement between and mutually
acceptable by the parties.

3. For a period of five (5) years from the date of this Agreement, the Shareholders as Directors
shall, unless one is either no longer a Shareholder, or unable or unwilling to perform, vote for the
following officers:

____________(6)____________  President
____________(7)____________  Vice President/Treasurer
____________(8)____________  Secretary

4. Restrictive Endorsements shall be set forth on all the stock certificates for the
Corporation which shall set forth that such stock is subject to the Buy-Sell Agreement terms as
well as to the voting restrictions contained herein.

5. The Corporation shall do its banking business at ________(9)________ or at such
bank or banks as determined in the sole discretion of the Directors. The signature of any one
officer of the Corporation shall be sufficient for checks or drafts up to the amount of One
Thousand Dollars ($1,000.00). The joint signature of either ______(10)______ or _______(11)
_____ as one party, and ______(12)________ as the other party will be necessary for any
check over the amount of One Thousand Dollars ($1,000.00).

6. The Shareholders consent that upon the occurrence of a situation whereby the
operating capital of the Corporation is not sufficient to meet operating expenses and upon a
majority vote by the Shareholders each Shareholder shall make the required contribution as to
such total request within thirty (30) days of request of a Shareholder in the proportion of their
stock ownership interest in the Corporation. Failure to make such contribution within said thirty
(30) days will result in the then remaining Shareholders having the right to purchase the prorata
share of the stock held by the Shareholder who has failed to make his capital contribution by
purchasing the capital contribution together with interest at prime (as determined by Chase
Manhattan Bank) plus one percent (1%).

7. The parties hereto agree that the Corporation shall lease certain real property for its
corporate purposes.

8. The Corporation shall utilize the accrual method of accounting with a year ending in
9. Corporate books shall be kept in the offices of the Corporation unless the Shareholders agree otherwise. The books are to be maintained under generally accepted accounting standards with sufficient controls and audit trail necessary for easy outside review. A monthly financial operating statement shall be sent to each Shareholder not later than seven (7) working days after the last day of the previous month. Such financial report shall include current month and year to date results of operation and balance sheet information. Furthermore, at the request of any Shareholder, the parties agree to an annual financial review for a previous year of business. Any such annual review shall be performed by someone other than the CPA who is utilized for day to day operations by the Corporation.

10. For transactions involving up to and including the amount of One Thousand Dollars ($1,000.00), any officer of the Corporation is authorized to enter into in the future any and all contracts and leases for the improvements, purchase, maintenance, sale, lease or other disposition of corporate property in the form customary for such agreements. Furthermore, to the extent of the above stated limit an officer may borrow money on behalf of the Corporation at commercially reasonable terms. Any transaction of whatever kind, over and above the amount of One Thousand Dollars ($1,000.00) shall be agreed to in writing prior to the binding the Corporation to the same by Shareholders holding a minimum of seventy-five percent (75%) of the outstanding shares of the Corporation. Furthermore, each Director must sign each agreement, lease, contract or other document in which any corporate obligation is created to signify their consent to approving the same.

11. The Shareholders hereof shall be respectively entitled to reimbursement from the Corporation for all personal out-of-pocket direct costs, including on-site costs incurred by them in the furtherance of the Corporation's business. Such Shareholders shall furnish written receipts relative to the same upon request. It is expressly understood that no cost over and above One Thousand Dollars ($1,000.00) shall be incurred without the written consent of the Shareholders holding a minimum of seventy-five percent (75%) of the outstanding shares of the Corporation.

12. The parties hereto agree to execute any and all necessary documents required to carry out the terms of this Agreement.

13. This Agreement shall be binding upon, and inure to the benefit of the parties thereto, their legal representatives, successors and assigns. However, no assignment shall be made of the rights hereunder without the prior written consent of the other parties.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of _____(13)_____.

15. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

16. In the event a party to this Agreement must employ an attorney to enforce the provisions hereof or to secure performance by a defaulting party under the terms herein stated, the prevailing party in litigation arising therefrom shall be entitled to an award of its reasonable attorney's fees both on trial and the appellate level incurred in enforcing this Agreement and/or securing performance of the terms herein stated.

17. This Agreement shall have an initial term of five (5) years and shall be renewed for additional five (5) year terms automatically and perpetually thereafter unless a Shareholder
decides to terminate the same within sixty (60) days of the end of a term, whereupon such Shareholder shall be deemed to have offered his stock under the Buy-Sell Agreement described above as amended. This Agreement shall terminate upon the earlier of the following:

a. Dissolution of the Corporation;

b. Mutual agreement of the parties hereto;

c. Bankruptcy of the Corporation or of any Shareholder.

18. All notices that the parties hereto may desire or be required to give hereunder shall be deemed to have been properly given and shall be effective when and if sent by U.S. regular mail, postage prepaid, U.S. certified mail and/or by personal delivery or by courier, addressed to the following:

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(14)</td>
<td>(15)</td>
</tr>
<tr>
<td>(16)</td>
<td>(17)</td>
</tr>
<tr>
<td>(18)</td>
<td>(19)</td>
</tr>
</tbody>
</table>

This Agreement has been entered into on the date set forth above.

Shareholder

Shareholder

Shareholder

Acceptance, ratification and acknowledgment of the above terms:

Director

Director

Director

ATTEST: Secretary

NOTICE

The information in this document is designed to provide an outline that you can follow when formulating business or personal plans. Due to the variances of many local, city, county and state laws, we recommend that you seek professional legal counseling before entering into any contract or agreement.