

**SHAREHOLDERS AGREEMENT
ABC INC.**

THIS SHAREHOLDERS AGREEMENT is entered into this 3rd day of January 2012, by and between John Doe, an individual having a principal address of 123 Main Street, Miami, FL 33120 (“Doe”), and ABC Inc., a Florida corporation having a principal address of 456 Main Street, Miami, FL 33120 (the “Corporation”). For the purposes of this Agreement, the owners of the Corporation, including Doe, are hereinafter referred to as the “Shareholder” or “Shareholders” and the Shareholders and the Corporation may be hereinafter referred to collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Shareholder is the sole Shareholder of the Corporation; and

WHEREAS, the Shareholder wishes to provide for voting, management and control of ownership in the Corporation; and

WHEREAS, the Shareholder wishes to set forth certain matters relating to operation of the Corporation, capital contributions, additional financing, adding new shareholders and other matters necessary for the operation, management and ownership of the Corporation;

NOW, THEREFORE, in consideration of the mutual promises of the parties and of mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - STOCK OWNERSHIP

1.1. The common stock of the Corporation consists of one thousand (1000) shares of authorized common stock, with a par value of ten (\$10.00) dollars per share. Shares of the Corporation have been issued and are owned by the Shareholder as follows:

<u>NAME</u>	<u>NUMBER OF SHARES</u>
John Doe	500

1.2. The Shareholder represents and warrants to the Corporation that he has acquired the foregoing shares for investment and not with a view to the resale or other distribution thereof. The Shareholder acknowledges the following: a) that he understands that said shares have not been registered under the Federal Securities Act of 1933 nor Florida securities laws; b) that there is no market for said shares, and accordingly, said shares may have to be held for an indefinite period of time; and c) that he has acquired said shares without the benefit of any representation, warranty or other assurance with respect to the financial condition or prospects of the Corporation.

ARTICLE 2 - STOCK ENDORSEMENT

2.1. The Shareholder agrees to endorse all certificates of stock now held or hereafter acquired as follows:

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