

State of \_\_\_\_\_

# BUY-SELL AGREEMENT

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This Buy-Sell Agreement (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(the "Effective Date"), by and among \_\_\_\_\_ [Company name], a  
\_\_\_\_\_ [State] corporation located at \_\_\_\_\_  
\_\_\_\_\_ [Address] (the "Company") and each of the individuals listed on Schedule A attached  
hereto (each a "Shareholder" and collectively, the "Shareholders").

## ARTICLE I PURPOSE

1. **Shares.** The Shareholders own all of the outstanding shares of the Company (the "Shares") in the amounts outlined in Schedule A.

2. **Purpose.** The Shareholders have entered into this agreement to: (Check all that apply)

- ☐ Restrict the transfer of the Shares by Shareholders
- ☐ Ensure any sale of the Shares is in accordance with established procedures
- ☐ Provide stability and continuity in the management of the Company
- ☐ Maintain ownership or control of the Company
- ☐ Create a market for Shareholders to sell Shares
- ☐ Determine how Shares will be transferred in the event of a death, disability, or other involuntary transfer of Shares
- ☐ Set an estate tax value for a deceased Shareholder's Shares
- ☐ Establish an accepted purchase price for Shares
- ☐ Other: \_\_\_\_\_

## ARTICLE II RESTRICTIONS ON TRANSFER

1. **Restriction on Transfer.** Except as permitted in this Agreement, the parties will not sell, transfer, pledge, assign, hypothecate, encumber or alienate (each a "Transfer") any of the Shares. Any Transfer not in accordance with this Agreement shall be void.

2. **Certificates.** (Check one)

- ☐ Not applicable.
- ☐ All certificates representing the Shares now owned or hereafter acquired by each Shareholder shall have the following legend conspicuously printed on its face:

