THIS AGREEMENT, dated 30th August 2018 is entered into amongst the following individuals constituting all of the current shareholders of LANGE:

### NIYONZIMA Joyeux Didier

### ABE Jahwin

**Article 1 – Purpose of Agreement**

1.1       The Shareholders are all the shareholders of the Enterprise.

1.2.      The Shareholders are entering into this Shareholder Agreement to provide for the management and control of the affairs of the Corporation, including management of the business, disposition of shares, and distribution of assets on liquidation.

**Article 2 – Shares Subject to Agreement**

2.1.      The Shareholders listed above own the number of shares of common stock, and approximate percentage of company ownership, as listed below:

           Name                                         Ownership

  NIYONZIMA J Didier                         95% of shares

  ABE Jahwin                     5% of shares

**Article 3 – Management and Control**

3.1.       Board of Directors. Subject to termination in accordance with this Agreement, each Shareholder to this Agreement is in the board of directors.

3.2.      Authority of Directors.  During the term of this Agreement, the directors will, when appropriate, perform the following acts:

3.2.1.   Determine in good faith the “current assets” of the Corporation for purposes of corporate distributions as required by the Rwandese Corporations Code;

3.2.2.   Cause an quarterly report to be sent to the Shareholders not later than 30 days after the close of the quarter year, such quarterly report will be used to identify and approve any distributions in accordance with this Agreement;

3.2.3.   Use best efforts to cause the business of the corporation in accordance with sound business practices.

3.8.      Approval of All Shareholders. Notwithstanding any contrary provisions in this Shareholder Agreement, the written consent of all of the Shareholders is required to approve the following actions:  mergers or consolidations involving the Corporation; amendment or repeal of the Articles of Incorporation of the Corporation; issuance of shares of any class or other rights relating to the issuance of shares of the Corporation; transfer of all, or substantially all, the assets of the Corporation; amendment of this Shareholder Agreement; or voluntary dissolution of the Corporation.

3.9.      Employment of Shareholders. Shareholders may be employed as officers of the Corporation, as long as they hold shares of stock of the Corporation, are active in its business, and, in a satisfactory manner, perform their duties and responsibilities as set forth in this Agreement, the Articles of Incorporation and the Bylaws of the Corporation.  The title, duties, and the other terms of employment, including the annual salary, will be memorialized in a separate document and must be both approved, and only may be subsequently altered, only by the unanimous written consent of the Shareholder

**Article 4 – Noncompetition and Trade Secrets**

4.1.       Noncompetition.  Each Shareholder agrees that as long as he or she is the owner, or in control of, any of the Corporation’s shares, the Shareholder will not be employed, concerned, or financially interested, either directly or indirectly, in the same or a similar business as that conducted by the Corporation, or compete with the Corporation.

4.2.      Trade Secrets. Each Shareholder acknowledges that the customer lists, trade secrets, processes, methods, and technical information of the Corporation and any other matters designated by the President or by the written consent of all Shareholders are valuable assets. Unless he or she obtains the written consent of each of the other Shareholders, each Shareholder agrees never to disclose to any individual or organization, except in authorized connection with the business of the Corporation, any customer list, or any name on that list, or any trade secret, process, or other matter referred to in this paragraph while the Shareholder holds, or has the control of, any shares of the Corporation, or at any later time.

**Article 5 – Distributions of Income and Losses**

5.1.       Determination of Net Income and Loss. The net profits or net losses of the Corporation for each fiscal year will be determined on an accrual basis in accordance with generally accepted principles of accounting.

5.2.      Retaining Net Income. The Corporation will retain [RETAINED INCOME THRESHOLD] ($[RETAINED INCOME DOLLAR AMOUNT]) of its net income, plus any additional amount the Shareholders reasonably believe necessary to meet financial needs of the Corporation, including, but not limited to the development or expansion of its business.

5.3.      Regular Distributions of Net Income. Subject to any retained earnings and to the statutory requirements related to corporate distributions, the net income of the Corporation may be distributed quarterly to the Shareholders in proportion to the number of shares of the Corporation owned by them.  Such distributions shall be approved by all Shareholders.  Shareholders may elect to not take a distribution, but instead offer the moneys as a loan to the Corporation.

**Article 6 – Shareholder Loans to The Corporation**

6.1.       Loan conditions.  A Shareholder may issue a loan to the Corporation upon approval by all Shareholders.

**Article 7 – Dissolution of Corporation**

Things happen in business and whether voluntarily or because of failure of the business, dissolution procedures should be agreed upon in advance to avoid costly disputes later on.

7.1.       Unanimous consent required.  All Shareholders must consent to voluntary dissolution.

7.2.      Procedures for dissolution.  On commencement of dissolution proceedings (either by election of all Shareholders or otherwise), the Corporation will cease to carry on business except as necessary to wind up its business and distribute its assets. The President, or any Shareholder or Shareholders appointed by the President, will perform the following acts, as necessary, to wind up the affairs of the Corporation:

* Continue the business as necessary for the winding up of the affairs of the Corporation;
* Carry out contracts and collect, pay, compromise, and settle debts and claims for or against the Corporation (including participating in litigation, whether as plaintiff or defendant relating to the same);
* Make contracts and take any steps in the name of the Corporation that are necessary or convenient in order to wind up the affairs of the Corporation; and/or
* Employ agents and attorneys to liquidate and wind up the affairs of the Corporation.

7.3.      Distribution of assets. As part of the dissolution process, the President, or the President’s appointee(s), will apply the assets of the Corporation in the following order:

* To all debts and liabilities of the Corporation in accordance with the law, including the expenses of dissolution and liquidation, but excluding any Shareholder loans;
* To all Shareholder loans, with unpaid interest;
* To undistributed net profits of the Corporation;
* To repayment of the purchase price of the shares of the Corporation actually paid by each Shareholder; and, finally, should any assets remain;
* To the Shareholders in proportion to the number of shares of the Corporation held by each.

**Article 8 – Transfer of Shares**

Shares Acquired for Investment. Each of the Shareholders acknowledges and represents that he or she has obtained and accepted his or her shares in good faith, for investment and for his or her own account, and not with a view to distribution or resale.

**Article 9 – Dispute Resolution**

In case any shareholder wants to leave the corporation. He will leave with nothing.

**Article 10 – Miscellaneous Provisions**

10.1.     Necessary Acts. All parties to this Shareholder Agreement will perform any acts, including executing any documents, that may be reasonably necessary to fully carry out the provisions and intent of this Agreement.

10.2.     Entire Agreement. This document constitutes the entire Shareholder Agreement of the Corporation and correctly sets forth the rights, duties, and obligations of each Shareholder and of each Shareholder to the other. Any modifications must be in writing and approved by all Shareholders.

Executed on 15th June at RWANDA-KIGALI.

THE SHAREHOLDERS

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NIYONZIMA Joyeux Didier ABE Jahwin