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Buy-Sell Agreement

This Buy-Sell Agreement ("Agreement") is made by and between the following parties: _____, a corporation, incorporated under the laws of the state of Alabama, hereinafter referred to as "Company" having an address at the following:

_____
Email: _____

and the following parties with an ownership stake in the Company, hereinafter referred to as "Owners" (individually each is referred to as "Owner"):

_____

_____

The parties shall be individually referred to as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Owners each own stock in the Company (hereinafter referred to as "Ownership Units");

WHEREAS, the Owners, collectively, wish to protect their Ownership Units;

WHEREAS, the Owners wish to protect the interests of the Company;

NOW, THEREFORE in consideration of the covenants and promises contained, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

SALE & TRANSFER RULES

Article 1 - DEFINITIONS:

a. Sale: A sale shall be defined as any exchange of Ownership Units for money, between a current Owner and any other party. For the purposes of this Agreement, "sales" of Ownership Units are those transfers that are made voluntarily or involuntarily, for value, at any time either during or after the life of the Owner.

b. Transfer: A transfer shall be defined as an exchange of Ownership Units which may or may not be made for value. Sales are defined as transfers, herein, but transfers may also be the gifting of Ownership Units to another, through a trust, assignment, bequest, or any other attempted ownership transfer at any time. "Transfers" for the purposes of this Agreement may be made voluntarily or involuntarily.

Article 2 - AGREEMENT CONTROLS:

Any and all sales or transfers of Ownership Units by any Owner are subject to the terms and conditions of this Agreement. Ownership Units currently owned or later acquired may only be sold or transferred in accordance with this Agreement or with majority written consent of the non-selling or non-transferring owners. Sales or transfers that are in contravention of this Agreement will not be valid. The Company hereby declares any such sale or transfer null and void and the Company will not recognize the transfer of Ownership Units.

Article 3 - VOLUNTARY LIFETIME SALE OR TRANSFER:

Owners may sell or transfer any or all of their Ownership Units during their lifetime with no restrictions. Owners are not required to notify other Owners or the Company at large before attempted sale or transfer, even if such sale or transfer is to a non-Owner third party.

Article 4 - INVOLUNTARY LIFETIME SALE OR TRANSFER:

Owners may be subject to involuntary sale or transfer of Ownership Units during their lifetime under the following circumstances:

a. The Owner is adjudicated incompetent by a court of law;

b. A guardian or conservator is appointed for the Owner;

c. The Owner's Ownership Units are given over to a trustee or receiver in the situation of the Owner's bankruptcy;

d. The Owner's Ownership Units are split with the Owner's former spouse during or at the completion of a divorce proceeding;

e. The Owner used the Ownership Units as collateral for any loan and subsequently defaulted on the loan; or

f. For any other reason or circumstance in which the Owner loses ownership of their Ownership Units.

The Owner subject to involuntary sale or transfer of their Ownership Units must notify the other Owners immediately, but in no event later than three (3) days after receiving notice of the involuntary disposition. Such notice will contain the proposed price of the Ownership Units, as described in the section labeled "Purchase Price" below. From the point of notice, the remaining Owners have ten (10) business days during which to purchase the Ownership Units at issue. The remaining Owners must purchase back the Ownership Units at issue and may do so in proportion to their current ownership percentages, equally, or in another split as the remaining Owners may decide.

Article 5 - TERMINATION OF EMPLOYMENT:

If an Owner is an Owner by virtue of employment in the Company, and that Owner's employment is terminated, the terminated Owner will be deemed to have offered all of their Ownership Units for sale to the remaining Owners upon the date of termination. The cost of the Ownership Units will be as described in the section labeled "Purchase Price" below.

The remaining Owners must purchase back the Ownership Units of the terminated Owner and may do so in proportion to their current ownership percentages, equally, or in another split as the remaining Owners may decide.

Article 6 - RETIREMENT:

If an Owner is an Owner by virtue of employment in the Company, and that Owner retires, the retired Owner will be deemed to have offered all of their Ownership Units for sale to the remaining Owners upon giving notice of retirement. The cost of the

Ownership Units will be as described in the section labeled "Purchase Price" below.

The remaining Owners must purchase back the Ownership Units of the retiring Owner and may do so in proportion to their current ownership percentages, equally, or in another split as the remaining Owners may decide.

If the retiring Owner retires before the age of 2, a cost penalty will apply to the sale of the Ownership Units. The Ownership Units will be discounted by the following percentage: 2% (two percent).

Retiring Owners must give at least the following amount of notice of their retirement: _____. If such notice is not given, the retiring Owner will be subject to a cost penalty for the sale of the Ownership Units. The Ownership Units will be discounted by the following percentage: 2% (two percent).

Article 7 - DEATH OF AN OWNER:

Upon the death of an Owner, the Owner's estate representatives will automatically be deemed to have offered the passing Owner's Ownership Units for sale. The purchase price of the Ownership Units will be as described in the section labeled "Purchase Price" below. The remaining Owners must purchase back the Ownership Units and may do so in proportion to their current ownership percentages, equally, or in another split as the remaining Owners may decide.

PURCHASE PRICE

Article 8 - PURCHASE PRICE DETERMINATION:

The purchase price for any Ownership Units being offered for sale shall be determined by the fair market value of the Ownership Units on the last day of the fiscal year preceding the sale or transfer.

The current fair market value of the Company is as follows: $2 (two US dollars). Fair market value of the Ownership Units shall be determined from this value and shall thereby be proportionally split according to the number of Ownership Units in existence at that time.

Article 9 - ADJUSTMENTS:

Fair market value of the Company may be adjusted annually and may be adjusted as needed, if each of the Owners unanimously votes to do so. If the fair market value of the Company is adjusted, the new fair market value must be written in an addendum to this Agreement and signed by each of the Owners.

OWNERS

Article 10 - LIFE INSURANCE:

Owners shall each apply for and own life insurance policies on the lives of the other Owners. Owners that own the policies will be the beneficiaries on such policies. The proceeds of such policies in the event of any Owner's death will be at least equal to the amount required for the owner of the policy to purchase the deceased Owners' shares. Owners will ensure that the documentation required for such policies is kept up-to-date and active.

Article 11 -

Article 12 -

Article 13 - CLOSING:

Owners selling their shares to other Owners or to third parties may determine details of the closing, such as date, time, and place, at their discretion. For Company re-purchase of any Ownership Units, the closing shall take place at the primary offices of the Company, as noted in the head of this Agreement. Closings shall be held within 30 (thirty) days of any decision to purchase, whether by the Company, Owners, or third parties. For sales or transfers between Owners or between Owners and third parties, the Company shall be informed of such transaction in no event later than 15 (fifteen) days prior to closing.

Article 14 - OWNERSHIP UNIT DOCUMENTS:

At the time of closing, the purchaser of the Ownership Units shall receive from the seller fully executed and endorsed certificates, papers, or other documentation evidencing ownership of the Ownership Units. Such certificates, papers, or other documentation

shall be free and clear of any obstruction or debt.

Article 15 - POWER OF ATTORNEY:

Each Owner hereby grants to the Company a power of attorney, so that the Company may act as agent to deliver all closing documents to the purchaser of Ownership Units if the Owner selling the units is not present at the closing, for any reason. This power of attorney shall be valid for the length of this Agreement. Owners who may not be present at closing due to death, incapacity, or disability specifically agree to this power of attorney as long as consent to the sale or transfer was made prior to the death, incapacity, or disability of the Owner.

AGREEMENT

Article 16 - TERMINATION:

This Agreement will terminate upon the dissolution of the Company or in the situation of the Company's bankruptcy. Owners may also vote to terminate the Company, but must achieve at least 2% (two percent) of the Company's outstanding shares to terminate.

However, Owners may not vote to terminate the Agreement before any proposed sale or transfer of Ownership Units has begun, but not yet closed.

Article 17 -

Article 18 - GENERAL:

a. LANGUAGE: All communications made pursuant to this Agreement shall be in the English language.

b. NOTICES: All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing. All notices shall be delivered by email or at the address which the parties may designate to each other from time to time through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice

has complied with the requirements of this Section.

c. AMENDMENT OF AGREEMENT: This Agreement may be amended by a vote of the Owners, but the Owners must achieve at least 100% (one hundred percent) of the Company's outstanding shares to amend. However, Owners may not vote to amend the Agreement before any proposed sale or transfer of Ownership Units has begun, but not yet closed.

d. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes any prior agreement, written or oral.

e. BINDING: This Agreement is binding upon all of the below signatories, their successors, assigns, heirs, legal representatives, and any new Owner who may purchase or be transferred Ownership Units.

f. JURISDICTION, VENUE & CHOICE OF LAW: The laws of the jurisdiction where the Company filed its formation documents, specifically the state of Alabama shall be applicable to this Agreement, with the exception of its conflict of law provisions.

g. SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

h. NO WAIVER: In the event that any Party fails to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

i. SPECIFIC PERFORMANCE: Each Owner hereby agrees that not performing under this Agreement by attempting to make a sale or transfer in violation of the terms contained herein would irreparably damage the Company as well as the other Owners. Therefore, the Owners each and all agree that specific performance may be awarded by a court of competent jurisdiction or an arbitrator.

j. SPOUSES: Spouses of the Owners, though not parties to this Agreement, will execute this document to signify that they have read and agreed to each and all of the terms, specifically all those applicable to the sale and transfer of Ownership Units.

k. HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the

meaning of any provisions of this Agreement.

EXECUTION:

_____

Signature:_____

_____

Signature:_____