

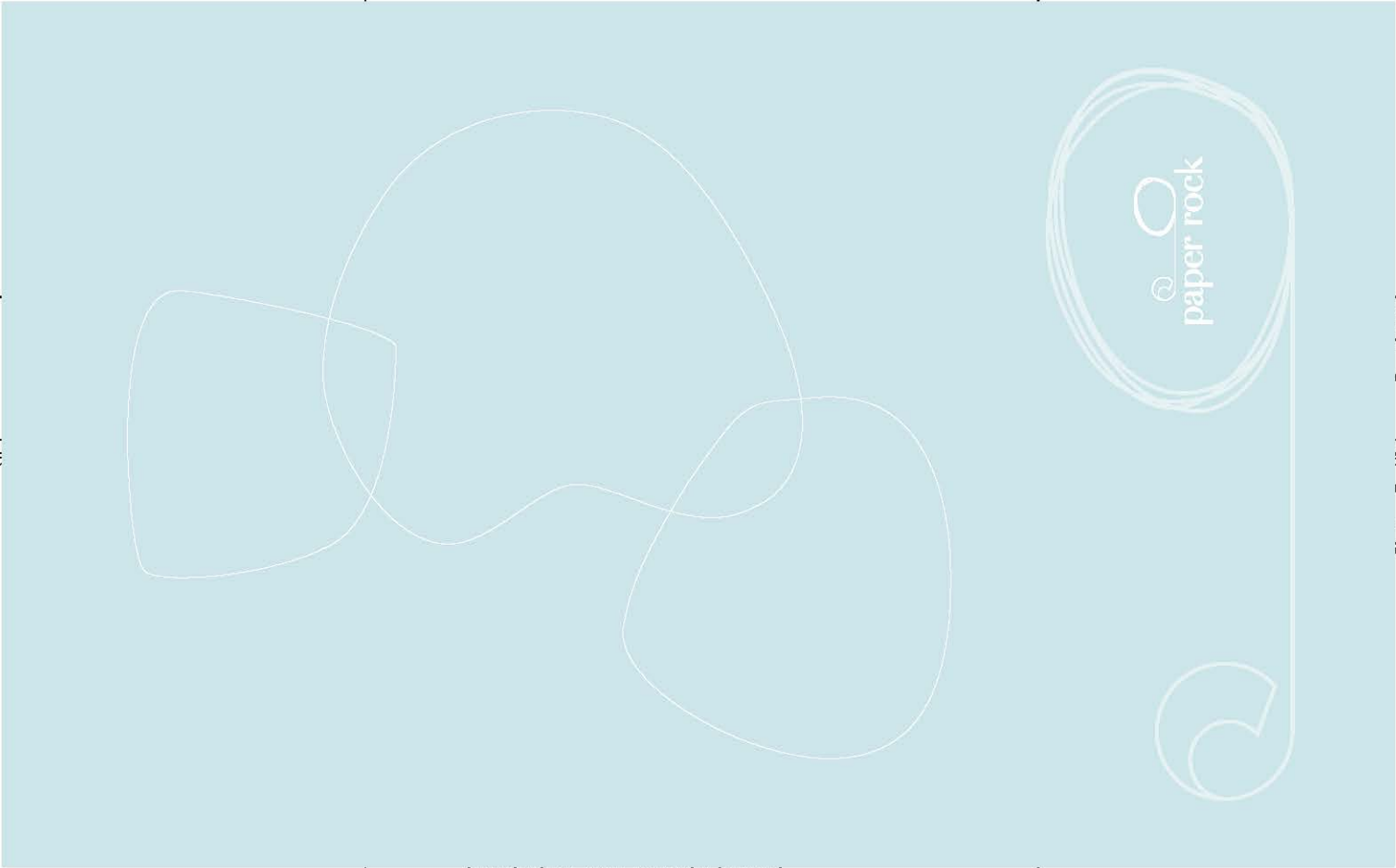
SHAREHOLDERS AGREEMENT CHECKLIST

[Insert name of subject company] Limited (the Company)

	Sul		
1.	<u>Par</u>		ers and
2.	<u>Bus</u>		
2.1	Def		e business n siness of the : also for: see s – see
2.2	Sha		e in the yeas, ity and refer onsultancy or l into the Company
		agreement between [Party B] and the Company for an initial fee of £[amount] per month	

	Subject	Detail	Comments
2.3	Shareholder services	[Party A] shall provide the following services to the Company: [<i>describe services</i>]	Set out any services to be provided to the Company by each shareholder and the Company or similar office support, les, these or in a between the holder's
3.	<u>Sha</u>		
3.1	Init		shares to be
3.2	Sha		
4.	<u>Fur</u>		
4.1	Init	(b) £[<i>amount</i>] from each shareholder as shareholder loans	initially be mbination of) options for shares, or

	Subject	Detail	Comments
		Funding to be provided [on signature of Shareholders Agreement] [in accordance with an agreed funding	(b) shareholder loans. For proposed terms of shareholder loans, see provided on ment or ving nding
4.2	Sub	(a) on giving the other shareholder not less than [30] days' notice;	older should red funding reholder greement, provide that sibly up to a funding to be areholder for the 50/50 y

	Subject	Detail	Comments
		(b) with the other shareholder having the right (but not the obligation) to participate equally;	
4.3	No fun		ged to ne obligations ve expressly
4.4	Sha		<p>[excluding any priority loans]</p> <p>(e) any priority loan:</p>

	Subject	Detail	Comments
		(i) shall have an interest rate of [4]% above the rate otherwise applicable	
5.	<u>Boa</u>		
5.1	App		
5.2	Cha		reholder's Chair or e Chair ernate should not
5.3	Quo	meeting shall be adjourned for the same time and place 7 days later. If a quorum is not present at the adjourned meeting, the meeting shall be dissolved	e Board is present at a e legally able where there are equal 50/50 shareholdings, each shareholder will expect that one of its

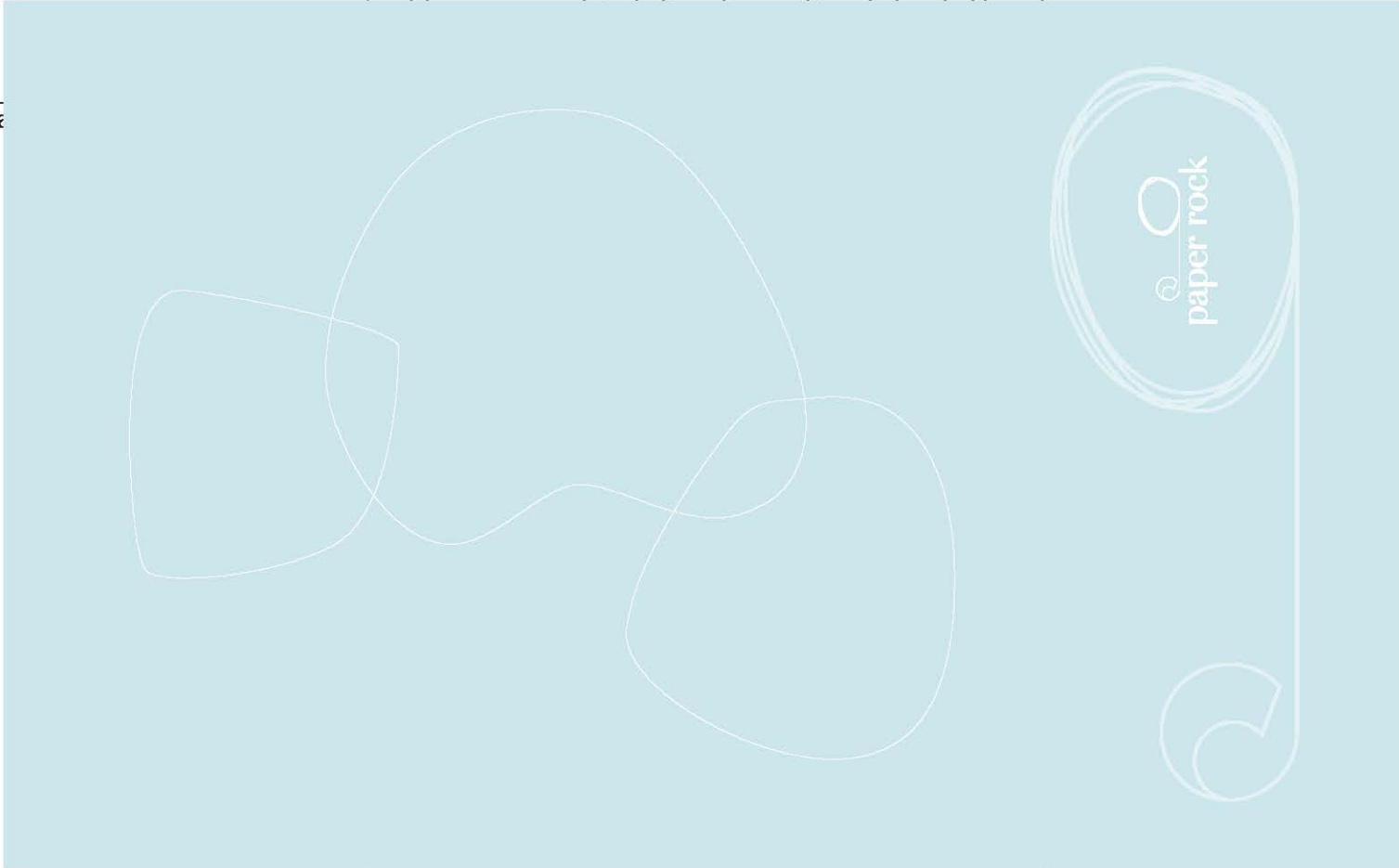
	Subject	Detail	Comments
			Directors must always be present in order for there to be a quorum at a Board meeting
5.4	Vot		be capable en resolution
			shareholdings, at no passed ctors has 1
6.	<u>Sha</u>		
6.1	Vot		notice of and ers, always be of written te majority of
		(*) majority of shareholders	quire approval by a simple majority (more than 50%) of votes except where a 75% majority is required under the Companies Act 2006 or

	Subject	Detail	Comments
			other statute (eg Insolvency Act). Examples of matters requiring a 75% majority include: Association to voluntary
6.2	Quo		shareholdings, be present in at a
7.	<u>Res</u>		matters, see
8.	<u>Further issues of shares</u>		

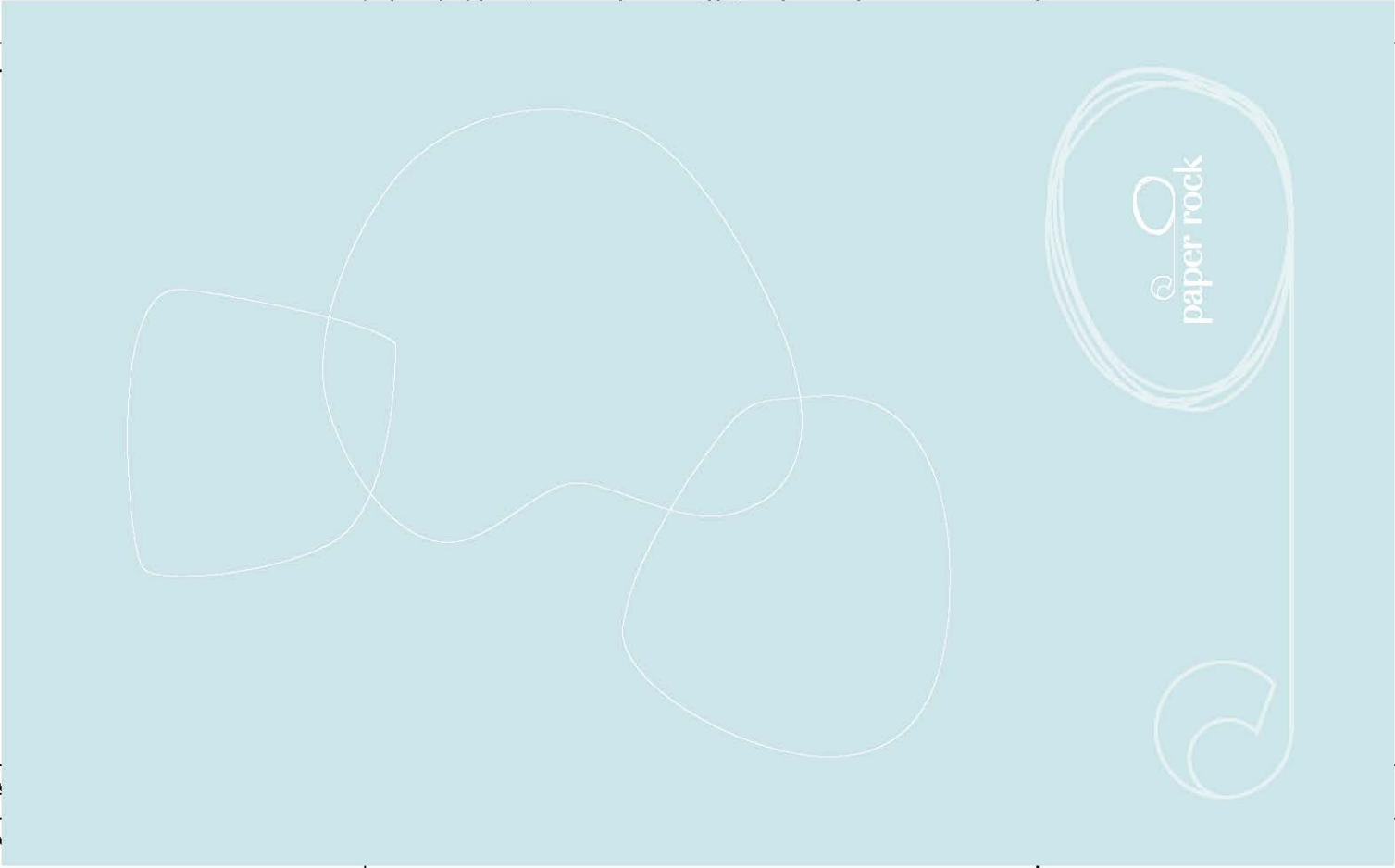
	Subject	Detail	Comments
8.1	Further shares to be offered to all shareholders	If the Company proposes to issue any more shares (subject to this being approved as a Reserved Matter and	
9.	<u>Tra</u>		
9.1	Vol		r transfer of ent of the at any time or ng which they f shares nsfer of lder should he shares at elling
9.2	Cor	within 30 days; (b) becomes bankrupt; or	er to be sale in certain iscount to fair market value in the case of breach of the Shareholders Agreement or Articles of Association, will be a matter for discussion

	Subject	Detail	Comments
		(c) dies the other shareholder may require the Compulsory	
9.3	Tag		shareholder ntage is 50%) of the
9.4	Dra		: for a ot want to es to sell its / wants to hird party ave minority Whilst these ible where rudent to on changes in
10.	Dee	sign up to the Shareholders Agreement as a pre-condition to them receiving shares, by way of executing a Deed of Adherence to the Shareholders Agreement	shareholder is Agreement

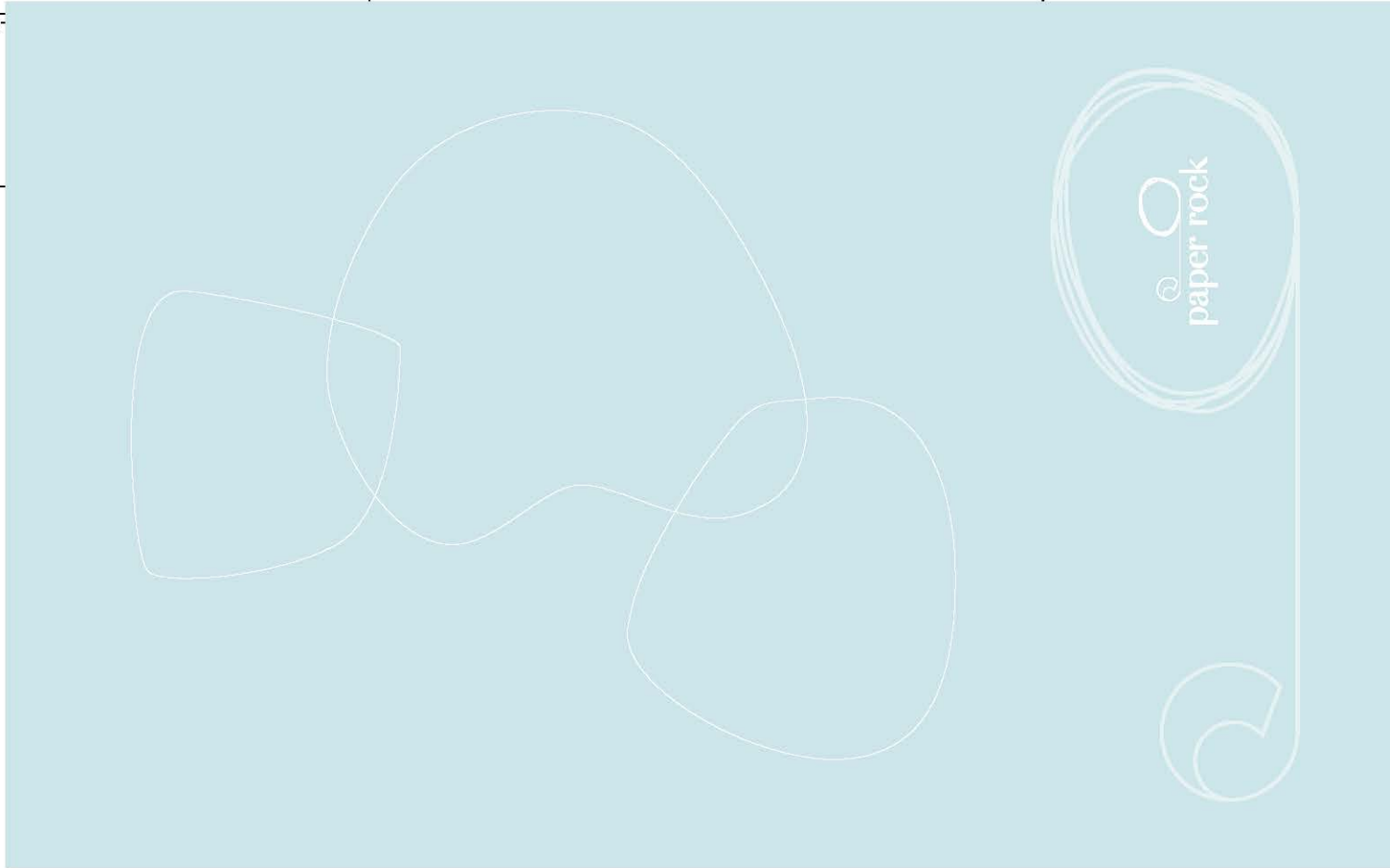
	Subject	Detail	Comments
11.	<u>Information rights</u>		
11.1	General information rights	Each shareholder (holding not less than 10% of all of the	
11.2	Ann		
12.	<u>Deadlock resolution</u>		

	Subject	Detail	Comments
12.1	Definition of Deadlock	A Deadlock shall arise if a resolution to approve a Reserved Matter has been proposed and the resolution has	
12.2	Dea	 <p data-bbox="770 1273 1462 1369">If the Recipient fails to serve a counter-notice, the Server and the Recipient shall be bound to buy and sell shares in accordance with the Server's notice</p>	

	Subject	Detail	Comments
		[If neither [Party A] nor [Party B] has served a notice as the Server within [30 days] following the occurrence of a	
13.	<u>Res</u>		
14.	<u>Dur</u>		
14.1	Ger		
14.2	Ind		
14.3	Deadlock	If, following a Deadlock having arisen, the Company is to be wound up, the shareholders shall procure the passing of any necessary shareholder resolutions (in the event of a solvent liquidation) or an order of the Court (in the event	

	Subject	Detail	Comments
		of an insolvent liquidation) and the distribution of the Company's assets to the Company's creditors and	
15.	<u>Boi</u>		
16.	<u>Gov</u>		
16.1	<u>Gov</u>		
16.2	Jurisdiction		

	Subject	Detail	Comments
	OPTION A	English Courts to have exclusive jurisdiction in relation to any dispute relating to the Shareholders Agreement	
	OPT		



- 19. Employ or dismiss or change in any material manner the terms and conditions of employment of any employee whose annual salary and benefits amount to more than £[*amount*] in aggregate.
- 20. Establish a pension scheme.
- 21. Sell, lease
- 22. Appoint
- 23. [Approve
- 24. Agree to

