

SHAREHOLDERS' RESTRICTIVE AGREEMENT

FOR

Dated as of the Effective Date
stated herein.

THE SHAREHOLDERS' INTERESTS REPRESENTED BY THIS SHAREHOLDERS' RESTRICTIVE AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE CALIFORNIA CORPORATE SECURITIES LAW OF 1968, AS AMENDED, OR SIMILAR LAWS OR ACTS OF OTHER STATES IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE SALE OR OTHER DISPOSITION OF THE SHAREHOLDERS' INTERESTS ARE RESTRICTED AS STATED IN THIS SHAREHOLDERS' RESTRICTIVE AGREEMENT, AND IN ALL EVENTS IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY THE EXECUTION OF THIS SHAREHOLDERS' RESTRICTIVE AGREEMENT AND THE ACQUISITION AND OWNERSHIP OF THE SHAREHOLDERS' INTEREST REPRESENTED HEREBY, THE SHAREHOLDER REPRESENTS, INTER ALIA, THAT IT IS ACQUIRING ITS SHAREHOLDER'S INTEREST FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION AND THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS SHAREHOLDER'S INTERESTS WITHOUT REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

SHAREHOLDERS' RESTRICTIVE AGREEMENT

This Agreement made this _____ among _____, (Collectively hereinafter the "Shareholders"), and _____ (hereinafter the "Corporation"), a California Corporation. The Corporation's principal office is located at _____

WITNESSETH

WHEREAS, each Shareholder is the record and beneficial owner of shares of common stock in the Corporation, and,

WHEREAS, the Shareholders desire to promote their mutual interests and the interests of the Corporation by imposing certain restrictions and obligations upon themselves and with respect to shares of the Corporation,

WHEREAS, the Shareholders and the Corporation deem it in the best interests of the Corporation to provide for continuity in the control and operation of the Corporation.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. **Definitions.** In addition to the terms defined elsewhere in the text of this Shareholders' Restrictive Agreement, the following definitions apply to this Shareholders' Restrictive Agreement:

1.1 **"Bona Fide Offer"** means a third party's written offer to purchase some or all of the Shares held by a Shareholder which, if accepted, would obligate the third party to purchase the Shares offered, and which sets forth the number of Shares to be purchased, the dollar value of consideration offered per Share, and a payment schedule.

1.2 **"Fair Market Value Per Share"** means either:

1.2.1 the value per Share unanimously agreed to in writing by the Shareholders (including personal representatives of deceased Shareholders and court appointed guardians of legally incompetent Shareholders) within 30 days after an event occurs (the "Occurrence Date") that gives rise to an option to purchase or mandatory purchase of Shares pursuant to this Shareholders' Restrictive Agreement, or

1.2.2 if the Shareholders are unable to unanimously agree on the value per Share within this 30 day period, then the value shall be the appraised value per Share as of the close of business on the day following the Occurrence Date determined by the certified public accountants regularly employed by the Corporation (the "Appraiser"). In preparing the appraisal, among other things, the Appraiser shall consider the Net Book Value (as defined below) of the Corporation, the historical earnings of the Corporation, the prospective earnings of the Corporation taking into account the event which triggered the appraisal and, if the event which gives rise to an option to purchase Shares pursuant to this Shareholders' Restrictive Agreement is the death of a Shareholder, the effect that the Shareholder's death will have on the business of the Corporation, as well

as the amount (if any) of life insurance proceeds payable to the Corporation as a result of the Shareholder's death.

1.3 "Internal Revenue Code" means the Internal Revenue Code of 1986 as amended from time to time.

1.4 "Other Shareholders" means Shareholders other than the Transferor.

1.5 "Other Transaction" means a Transfer to another Transferee not pursuant to a Bona Fide Offer, including a Transfer by gift, but not a Transfer made in accordance with Section 3.5 or 4 of this Shareholders' Restrictive Agreement.

1.6 "Proposed Transferee" means the person to whom a Transferor proposed to Transfer its Shares.

1.7 "Sub S Corporation" has the meaning set forth in Section 1361 of the Internal Revenue Code.

1.8 "Shares" means the Corporation's common stock, at \$5.00 par value per share.

1.9 "Transfer" or "Transferred" means any sale, devise, assignment, transfer, pledge, gift, encumbrance or other disposition of the Shares.

1.10 "Transferor" means a Shareholder attempting to Transfer some or all of its Shares.

2. Restrictions on Transfer. Except for transfers directly to the Corporation by a Shareholder, unless otherwise unanimously agreed to in writing by the Shareholders during the term of this Shareholders' Restrictive Agreement, none of the Shares now owned or later acquired by a Shareholder may be Transferred unless all of the following conditions are met:

2.1 The Transfer complies with all applicable provisions in this Shareholders' Restrictive Agreement.

2.2 The Proposed Transferee delivers to the Corporation a written acknowledgment that the Shares to be received by the proposed Transfer are subject to this Shareholders' Restrictive Agreement and that the Proposed Transferee and its successors in interest are bound by the terms of this Shareholders' Restrictive Agreement.

2.3 The Transfer complies with the Securities Act of 1933, the Securities and Exchange Act of 1934, and all applicable state securities laws, unless the Transfer is exempt from the requirements of these laws.

All attempted Transfers other than in accordance with this Shareholders' Restrictive Agreement shall be null and void. The Corporation shall refuse to recognize those attempted Transfers and shall not reflect on its records the proposed changes in record ownership of Shares Transferred pursuant to those attempted Transfers that are not in accord with this Agreement.

3. Rights of First Refusal. If a Transferor receives a Bona Fide Offer to Transfer all or some of its Shares (the "Offered Shares"), and the Transferor desires to Transfer the Offered Shares to the Proposed Transferee, or if the Transferor desires to Transfer the Offered Shares to a Proposed Transferee pursuant to an Other Transaction, the Transferor shall first offer for sale to the Corporation and the Other Shareholders the Offered Shares in accordance with the following procedures:

3.1 The Transferor shall deliver a notice of the proposed Transfer (the "Transfer Notice") to the Corporation and the Other Shareholders. The Transfer Notice shall contain a description and the terms of the proposed transaction, including the number of Offered Shares, the name of the Proposed Transferee, a description of the consideration to be received by the Transferor for the Offered Shares, and all information that is available to the Transferor regarding the Proposed Transferee's business experience and financial condition. If the Transfer is to be made pursuant to a Bona Fide Offer, the Transfer Notice shall also include a copy of the Bona Fide Offer, or a complete description of the terms of the Other Transaction.

3.2 Simultaneously with the delivery of the Transfer Notice, the Transferor shall deliver an offer (the "Offer") to sell pro rata the Offered Shares to the Corporation and to each of the Other Shareholders.

3.3 If the Transfer is to be made pursuant to a Bona Fide Offer, the Offer shall contain the same terms and conditions and shall be for the same consideration as described in the Bona Fide Offer.

3.4 If the Transfer is to be made pursuant to an Other Transaction, the purchase price per share shall be equal to the Fair Market Value Per Share and shall be paid on the terms and conditions specified in Section 3.8.

3.5 The Corporation shall have the right to purchase all or some of the offered Shares proposed to be Transferred if, within 20 days after the receipt by the Corporation of the Offer, the Corporation delivers written notice to the Transferor and to the Other Shareholders stating the number of the offered Shares the Corporation intends to purchase. If the Corporation elects to purchase less than all of the offered Shares, the acceptance of the Offer by the Corporation shall be effective only if the Other Shareholders elect to purchase the remaining offered Shares in accordance with Section 3.6.

3.6 If the Corporation fails to exercise its option for all the offered Shares, the Other Shareholders shall have an additional 10 days to accept (on a pro rata basis) the Offer as to all of the remaining offered Shares by delivering written notice to the Transferor (the "Acceptance Notice"). If any of the Other Shareholders do not accept the Offer, the Transferor shall make an additional Offer of the remainder of the offered Shares to those Other Shareholders (if any) who have accepted the Offer. The additional Offer shall be made for a period of 10 days and shall be made pro rata to each of the Other Shareholders who have accepted the Offer.

3.7 If the Corporation or the Other Shareholders exercise options to purchase all of the offered Shares, the date for the closing (the "Closing Date") of the purchase shall be 60 days after the date of the Offer, unless that date falls on a Saturday, Sunday or legal holiday, in which case it shall be on the next succeeding business day.

3.8 If the Transfer is to be made as an Other Transaction in accordance with the provisions of Section 3.4 and the Corporation exercises the option to purchase Shares, the Corporation shall deliver to the Transferor a certified or cashier's check in an amount equal to 25% of the purchase price on the Closing Date. The balance of the purchase price shall be paid by delivering to the Transferor a negotiable promissory note (the "Note") issued by the Corporation made payable to the order of the Transferor in three equal annual installments commencing one year after the Closing Date, with interest accruing on the unpaid principal balance at 9% per annum. The Note may be paid in whole or in part at any time without penalty and shall include standard acceleration provisions in the event of default, bankruptcy, or insolvency of the maker. As security for payment of the Note, the purchased Shares shall be endorsed in blank and placed with an independent escrow agent chosen by the Transferor. The escrow agent shall hold the Shares until the Note has been paid in full, at which time the escrow agent shall deliver the Shares to the Corporation. As security for the payment of the Note a Uniform Commercial Code Form UCC-1 shall be filed with the Secretary of State of California and the Clerk of the Circuit Court in such Counties as may be determined by the Transferor's counsel and a Security Agreement in a form acceptable to Transferor's counsel shall be delivered by Transferee to the Transferor. Unless there is a default in payment of the Note, the Shares shall be entitled to vote and to dividends and to other distributions from the Corporation. Upon payment in full of the Note the Escrow Agent shall deliver the Shares to the Corporation and the Transferor shall file a Termination of the UCC-1 and deliver a Satisfaction of Security Agreement and such other documents as may be required by counsel for the Transferee.

3.9 If the Corporation or the other Shareholders do not agree to purchase all of the Offered Shares, the Transferor shall have the right to cancel the Offer and to Transfer the Offered Shares to the Proposed Transferee named in the Transfer Notice, but only in strict accordance with the terms and for the consideration stated in the Transfer Notice. If the Transferor does not Transfer the Offered Shares to the Proposed Transferee in accordance with the Transfer Notice within 30 days after the Closing Date, all of the restrictions on Transfer set forth in this Shareholders' Restrictive Agreement shall again be in effect with respect to the Offered Shares, and the Transferor shall again comply with all of the provisions of this Section 3 prior to Transferring any Shares.

4. Death or Legal Incompetence of Shareholder.

4.1 If a Shareholder dies or is declared legally incompetent by a court of competent jurisdiction, the Corporation shall have the option, (the "Option") to purchase all of the Shares, (the "Option Shares") then owned by the legally incompetent Shareholder or the estate of a deceased Shareholder, (the "Estate"). Within 90 days, (the "Option Period") after the date on which the Shareholder dies or is declared legally incompetent, the Corporation shall send a written notice, (the "Option Notice") to the court-appointed guardian of a legally incompetent Shareholder, (the "Guardian") or the Personal Representative of the Estate, (the "Personal Representative") stating whether the Corporation will exercise the Option.

4.2 If the Corporation fails to notify the Guardian or the Personal Representative of its decision within the Option Period, or if the Corporation notifies the Guardian or the Personal Representative that it will not exercise the Option, the Option shall lapse and the legally incompetent Shareholder shall remain a Shareholder, or the Estate shall become a Shareholder, provided the Estate becomes a party to this Shareholders' Restrictive

Agreement. All future attempted Transfers by the legally incompetent Shareholder or by the Estate and beneficiaries of a deceased Shareholder will be subject to this Shareholders' Restrictive Agreement, except that the Personal Representative may Transfer the Shares to the deceased Shareholder's beneficiaries, provided the beneficiaries become parties to this Shareholders' Restrictive Agreement and become Shareholders for purposes of this Agreement.

4.3 If the Corporation exercises the Option in accordance with the provisions of Section 4.1, the purchase price per Share shall be equal to the Fair Market Value Per share and shall be paid on the terms and conditions specified in Section 4.5.

4.4 The closing, (the "Option Closing") of the purchase of the Option Shares shall take place at the principal offices of the Corporation within 60 days after the Option Notice is delivered to the Guardian or the Personal Representative pursuant to Section 4.1, (the "Option Closing Date"). The Corporation shall give written notice of the date and time of the Option Closing to the Guardian or Personal Representative at least seven days prior to the Option Closing Date.

4.5 At the Option Closing, the Corporation shall deliver to the Guardian or Personal Representative a certified or cashier's check in an amount equal to the greater of:

4.5.1 25% of the purchase price, or

4.5.2 the amount received by the Corporation from all life insurance policies on the life of the deceased Shareholder for which the Corporation is the beneficiary (but not in excess of the purchase price). The balance of the purchase price shall be paid by delivering to the Guardian or the Personal Representative a negotiable promissory note, (the "Note") made by the Corporation and payable to the order of the selling Shareholder or the Estate in three equal annual installments commencing one year after the Option Closing Date, with interest accruing and being paid monthly on the unpaid principal balance at 9% per annum. The Note shall be pre-payable in whole or in part at any time without penalty and shall include standard acceleration provisions in the event of default or in the event of bankruptcy or insolvency of the maker. As security for payment of the Note, the purchased Shares shall be endorsed in blank and placed with an independent escrow agent chosen by the Guardian or the Personal Representative. The escrow agent shall hold the purchased Shares of the Corporation until the Note has been paid in full, at which time the escrow agent shall deliver the purchased Shares of the Corporation to the Corporation. Unless there is a default in payment of the Note, the Corporation shall be entitled to vote and to dividends and to other distributions from the Corporation on the purchased Shares.

4.6 The Corporation shall have the right (but not the obligation) to purchase, at its sole cost and expense, life insurance on all or some of the Shareholders in an amount to be determined by the Corporation sufficient to fund the purchase of Shares provided for in this Section 4. The Corporation shall be the beneficiary and absolute owner of each life insurance policy, shall pay all premiums, and shall have the exclusive right to exercise all privileges and rights set forth in the policy or policies. These rights shall be exercised only

by and for the benefit of the Corporation by resolution of the Corporation's Shareholders. If the Corporation decides to purchase life insurance, the Shareholders agree to cooperate fully by performing all requirements of the insurer that are necessary to the issuance of the policy. If the Corporation decides to cancel a life insurance policy purchased with respect to a Shareholder, the Corporation shall immediately notify the insured in writing, and (to the extent permitted by the policy) the insured shall have the right to purchase the policy from the Corporation for its net cash surrender value. Upon purchase of the policy by the insured, the Corporation shall relinquish all rights that it had under the policy.

4.7 The Corporation agrees that the proceeds of policies purchased on the lives of the Shareholders shall be applied, to the extent needed, to purchase the deceased Shareholder's Shares as permitted by law.

5. **Employee or Officer.** If a Shareholder ceases to be an employee or officer of the Corporation, the Corporation shall have the option to purchase all of the Shares then owned by the Shareholder in accordance with the procedures in Section 4. If the Corporation fails to notify the Shareholder of its decision to exercise the option within 90 days after the Shareholder ceases to be an employee or officer of the Corporation, the option shall lapse and the Shareholder shall remain a Shareholder.

6. **Failure to Attend Shareholders Meetings.** If a Shareholder fails to attend, either in person, via telephone or proxy, three consecutive Shareholders' Meetings, the Corporation shall have the option to purchase all of the Shares then owned by the Shareholder in accordance with the procedures in Section 4. If the Corporation fails to notify the Shareholder of its decision to exercise the option within 90 days after the Shareholder fails to attend the three consecutive Shareholder meetings, the option shall lapse and the Shareholder shall remain a Shareholder.

7. **Sub S Corporation.** The Shareholders shall cause the Corporation to execute the necessary instruments for exercising a Sub Chapter S election, under the Internal Revenue Code and under California Law; each shall execute the necessary shareholder's consent, and all shall authorize the filing of such election and such consents with the appropriate District Director of the Internal Revenue Service and with the State of California. Such other action shall be taken as may be deemed necessary or advisable by the Corporation's counsel to exercise and keep such election in good standing with the Internal Revenue Service.

7.1 Each Shareholder agrees not to take any action that would result in a termination of the Corporation's effective election to be taxed as an S Corporation under the Internal Revenue Code, including, but not limited to, causing the Corporation to issue another class of stock, or causing the Corporation to borrow funds from a Shareholder not within the "safe harbor" debt limitations contained in Internal Revenue Code Section 1361(c)(5) or any other applicable provisions of the Internal Revenue Code.

7.2 A selling Shareholder may require the Shareholders and the Corporation to make an election pursuant to Internal Revenue Code Section 1377(a)(2) or any other applicable provision of the Internal Revenue Code to terminate a taxable year on the date on which the selling of a Shareholder's interest in the Corporation ends.

7.3 On or before the 10th day of January, April, July and October of each year, the Corporation shall distribute to each Shareholder an amount of cash at least equal to each Shareholder's pro rata share of 50% of the Corporation's profits for the preceding three month period (the "Preceding Three Months"), provided that:

7.3.1 The Corporation has earned a net profit from the beginning of the fiscal year to the end of the Preceding Three Months; and

7.3.2 The Board of Directors does not project a net loss in future months during the current fiscal year that would eliminate the net profit earned in 7.3.1 above.

7.4 The Corporation may not make a distribution of any appreciated property to a Shareholder without the written consent of all the parties to this Shareholders' Restrictive Agreement.

7.5 Notwithstanding Section 7.1, the Corporation's S election may be revoked upon consent of a Shareholder or Shareholders owning more than 50 percent of the Shares.

8. Investment. The Shareholders acknowledge that they have purchased the Shares for investment and not for the purpose of distribution.

9. Company Information. The Shareholders acknowledge that before purchasing the Shares they were given access to information regarding the Corporation, and that they made an informed decision to become Shareholders.

10. Indemnification. Any Shareholder who Transfers Shares or is otherwise in violation of this Shareholders' Restrictive Agreement agrees to indemnify and hold the Corporation and the Other Shareholders harmless from all costs and expenses, including reasonable attorneys' fees (whether or not mediation, arbitration or suit is instituted and if mediation, arbitration or suit is commenced, attorneys' fees at the trial and appellate levels) and court costs, incurred by the Corporation and/or Other Shareholders as a result of the Transfer or other violation of this Shareholders' Restrictive Agreement.

11. Restriction on Stock Certificate. All certificates for Shares of the Corporation owned by the Shareholders or their Transferees shall be endorsed with the following statement: "The Shares represented by this certificate are subject to the terms of a Shareholder's Restrictive Agreement dated the 10 January 2011, a copy of which is on file at the principal office of the Corporation and may be obtained from the Secretary of the Corporation. By the registered holders acceptance of this Certificate, the registered holder agrees to be bound by all terms and conditions of the aforementioned Shareholder's Restrictive Agreement dated the 10 January 2011 and to any amendment thereto which may be made from time to time."

12. Board of Directors. The Shareholders agree that they shall vote their Shares to provide for a Board of Directors consisting of two members, whom shall be Tom Strokes and Michael Brown.

13. Outstanding Shares. The Corporation has outstanding 10,000 Shares of common stock each having no par value, Tom Strokes owns 7,500 Shares and Michael Brown owns 2,500 Shares.

13.1 No additional Shares in the Corporation shall be issued without the consent of a Shareholder or Shareholders owning more than 50 percent of the Shares of the Corporation.

14. **Bank Disbursement Authorization.** On all disbursements made from any Corporate Bank Account(s) the signature of any two Shareholders shall be required.

15. **Non-Disclosure of Confidential Information.** Shareholders shall not (otherwise than in the proper performance of employment for the Corporation), without the prior written consent of the Corporation disclose to any person, firm or company, whether or not a competitor of the Corporation, and shall during the ownership of Shares in the Corporation, use its, his or her best efforts to prevent the publication or disclosure of any information concerning the business, assets, accounts or finances of the Corporation or any of the secrets, dealings, transactions or affairs of the Corporation, including, but not limited to, trade secrets, costs, pricing practices, customer lists, financial data, employee information or information as to the organization structure, which have or may come to his or her knowledge during the ownership of Shares in the Corporation, previously or otherwise. Shareholders shall use his or her best efforts to cause its, his or her representatives, attorneys, accountants and advisors to whom information is disclosed to comply with the provisions of this Section. At any time the President of the Corporation may reasonably request Shareholders forthwith surrender to the Corporation all documents and copies of documents in their possession relating to the foregoing, including, but not limited to, internal and external business forms, manuals, correspondence, notes, customer lists and computer programs. Shareholder shall not make or retain any copy or extract of any of the foregoing.

16. **Conflict of Interest.** No contract or other transaction between the Corporation and any other entity, and no act of the Corporation shall in any way be affected or invalidated by the fact that any of one or more of the Shareholder(s) of this Corporation are pecuniarily or otherwise interested in, or are directors, officers, shareholders, partners, members or owners (herein collectively the "interested person") of such other entity. Any Shareholder individually or any entity of which any Shareholder may be an interested person, may be a party to, or may be pecuniarily or otherwise interested in any contract or transaction with this Corporation provided that the Shareholder discloses that fact to the Board of Directors of the Corporation in writing, and any Shareholder of this Corporation who is also an interested person of such other entity may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Corporation, which shall authorize any such contract or transaction with like force and effect as if he were not an interested person of such other entity or not so interested.

17. **Intellectual Property.** Any new idea, invention, improvement, patentable, trademarkable or copyrightable work created by or developed in whole or in part by a Shareholder relating to the business of the Corporation or at the request of the Corporation, will be promptly disclosed and explained by the Shareholder to the Corporation, and all rights to such ideas, inventions, improvements, patentable, trademarkable or copyrightable works shall be promptly assigned by the Shareholder to the Corporation without additional compensation.

18. **Non-Impairment of Goodwill.** During ownership of Shares in the Corporation, and thereafter, a Shareholder shall not disparage, in any manner or respect, the Corporation or the Corporation's financial soundness and responsibility, personnel or practices.

19. **Non-Competition.** During the ownership of Shares in the Corporation, and upon the sale or transfer of such Shares, the Shareholder shall not for a period of three years after such ownership of Shares in the Corporation:

19.1 directly or indirectly, with or without compensation, engage in, be employed by or have any interest (whether as Shareholder, director, officer, employee, subcontractor, partner, consultant, proprietor, agent or otherwise) in any business, company or firm engaged in a business similar to the Corporation within a radius of fifty miles of any premises of the Corporation from which such business of the Corporation is carried on at the date of sale or transfer of Shares in the Corporation;

provided that nothing herein contained shall prevent Shareholders from being the holder or beneficial owner for investment purposes of not more than one percent of any class of securities listed on any national securities exchange or regularly traded in any national securities market (attribute to Shareholder for purposes of this provision any securities beneficially owned by Shareholder's spouse, children, parents or parent's issue).

20. Non-Solicitation. Upon the sale or transfer of ownership of the Shareholder's Shares in the Corporation, such Shareholder shall not for a period of three years thereafter either personally or by any means and whether for the Shareholder or on behalf of any other person, company or firm:

20.1 canvas or solicit business (for any business similar to that engaged in by the Corporation at the time of sale or transfer of Shares) from any person, company or firm who is at the time of such sale or transfer of Shares is or has been at any time within two years prior to such sale or transfer of Shares a customer of the Corporation with whom the Shareholder had communication at any time within two years preceding the date of such sale or transfer of ownership of Shares in the Corporation; or

20.2 arrange or assist in the employment of any employee of the Corporation or otherwise induce any employee of the Corporation to leave the Corporation's employment.

21. Mediation and Arbitration. Any disputes between the parties hereto, whether arising under this agreement or otherwise, which the parties cannot resolve between themselves using good faith shall be:

21.1 Referred to a court certified mediator of the Circuit Court in the County of the principal office of the Corporation, and any mediation shall be held in the County of the principal office of the Corporation. The parties shall share equally in the cost of said mediation.

21.2 In the event that said dispute is not resolved in mediation, the parties shall submit the dispute to a neutral arbitrator residing in the County of the principal address of the Corporation. The arbitration shall be held in the County of the principal office of the Corporation. The parties shall share equally in the cost of said arbitration. In the event that the parties are unable to agree upon an arbitrator within 15 days of the date on which either party requests arbitration of a matter, the arbitrator shall be provided by the American Arbitration Association. The parties further agree that full discovery shall be allowed to each party to the arbitration and a written award shall be entered forthwith. Any and all types of relief that would otherwise be available in Court shall be available to both parties in the arbitration. The decision of the arbitrator shall be final and binding. Arbitration shall be the exclusive legal remedy of the parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof.

21.3 If either party refuses to comply with a ruling or decision of the arbitrator and a lawsuit is brought to enforce said ruling or decision, it is agreed that the party not complying with the ruling or decision of the arbitrator shall pay the court costs and reasonable attorney's fees (including Trial and Appellate attorney's fees) incurred in enforcing the ruling or decision of the arbitrator.

21.4 Any rights of injunctive relief shall be in addition to and not in derogation or limitation of any other legal rights.

22. Interpretation of Shareholders' Restrictive Agreement. The parties acknowledge that this Shareholders' Restrictive Agreement is the product of mutual efforts by the parties and their respective agents. This Shareholders' Restrictive Agreement shall be interpreted neither more favorable in favor of one party, nor less favorably in favor of another party.

23. Entire Understanding of the Parties. This Shareholders' Restrictive Agreement constitutes the entire understanding of the parties and supersedes all prior discussions, negotiations, Shareholders' Restrictive Agreements and understandings, whether oral or written, with respect to its subject matter.

24. Modification. No change or modification of this Shareholders' Restrictive Agreement shall be valid unless it is in writing and signed by all the parties who are bound by the terms of this Shareholders' Restrictive Agreement.

25. Termination. This Shareholders' Restrictive Agreement shall terminate upon the occurrence of any of the following events:

25.1 cessation of the Corporation's business;

25.2 bankruptcy, receivership or dissolution of the Corporation; or

25.3 the voluntary agreement of all of the parties bound by the terms of this Shareholders' Restrictive Agreement.

Upon termination of this Shareholders' Restrictive Agreement, each Shareholder shall surrender to the Corporation the certificates representing the Shares owned by it. As replacement of the surrendered Shares, the Corporation shall issue new certificates for an equal number of Shares, without the legend referred to in the Section herein titled "Restriction of Stock Certificate".

26. Severability. If any provision of this Shareholders' Restrictive Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, this Shareholders' Restrictive Agreement shall be considered divisible as to such provision, and the remainder of the Shareholders' Restrictive Agreement shall be valid and binding as though such provision were not included in this Shareholders' Restrictive Agreement.

27. Authorization. The Corporation is authorized to enter into this Shareholders' Restrictive Agreement by virtue of a resolution adopted as a meeting of Directors held the August 12, 2013.

28. **Benefits; Binding Effects.** This Shareholders' Restrictive Agreement shall be binding upon and shall operate for the benefit of the Corporation, its Shareholders and their respective executors, administrators, successors, and assigns.
29. **Venue and Jurisdiction.** Should a lawsuit be necessary to enforce this Shareholders' Restrictive Agreement the parties agree that jurisdiction and venue are waived and suit shall be brought in the county of the principal office of the Corporation.
30. **Notices.** All notices, offers, acceptances and other communications provided for in this Shareholders' Restrictive Agreement shall be deemed delivered if sent in writing and delivered either personally or by certified mail to the Corporation at its principal office, or to the Shareholder's address appearing on the stock records of the Corporation, or to such other address as may be designated in writing by the Corporation or the Shareholder.
31. **Counsel.** The attorneys of Parker-Stanbury Attorneys-At-Law (*Name of Attorney Firm*) have acted solely as Counsel for the Corporation in implementing the Shareholders' Restrictive Agreement and Parker-Stanbury Attorneys-At-Law (*Name of Attorney Firm*) did not act as Counsel whether express or implied for any Shareholder.
32. **No-Waivers.** The waiver by any party of any other party's breach of any provision of this Shareholders' Restrictive Agreement shall not operate nor be construed as a waiver of any subsequent breach, and the waiver by any party to exercise any right or remedy shall not operate nor be construed as a waiver or bar to the exercise of such right or remedy upon the occurrence of any subsequent breach. No action on the part of either party to this Agreement shall be interpreted as waiver unless such action shall be in writing.
33. **Spousal Consent.** Each Shareholder represents and warrants to the other Shareholders that each provision herein this agreement has been read by the spouse of each Shareholder and each spouse agrees to be bound by the provisions of this Agreement in its entirety. A spousal consent for each spouse is attached to this agreement.
34. **By-Laws.** In the event of any conflicts between the terms and conditions of the By-Laws of the Corporation and the terms and conditions of this Shareholders' Restrictive Agreement, the terms and conditions of this Shareholders' Restrictive Agreement shall govern.
35. **Headings.** Headings in this Shareholders' Restrictive Agreement are for convenience only and shall not be used to interpret or construe its provisions.
36. **Governing Law.** This Shareholders' Restrictive Agreement shall be governed by the laws of the State of California (without regard to the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect and performance.
37. **Counterparts.** This Shareholders' Restrictive Agreement may be executed in two or more parts, each of which shall be deemed an original but all of which together shall be one and the same instrument.

38. **Facsimile Copy.** A facsimile copy of this Shareholders' Restrictive Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

IN WITNESS WHEREOF the parties have executed this Shareholders' Restrictive Agreement as of the day and year first above written.

Tom Strokes
(President), Shareholder

Michael Brown
(Vice President), Shareholder

Attest:

(Name of Corporation), a California Corporation

Secretary

By: _____
President