INKMEDIA

SHAREHOLDERS' AGREEMENT

Cedar Ridge Technologies, Inc. | Delaware Corporation

FICTIONAL PORTFOLIO SPECIMEN

PORTFOLIO SPECIMEN AND DRAFTING NOTE

Notice.

This document is a fictional portfolio specimen prepared to demonstrate corporate and commercial legal drafting. Cedar Ridge Technologies, Inc., its shareholders, ownership figures, addresses, dates and transaction details are fictional. It is not an executed agreement.

Completion and legal review.

Before execution, confirm the corporation's certificate of incorporation, bylaws, capitalization table, stock ledger, existing investor and financing documents, securities-law position, tax treatment and any applicable transfer restrictions. Align this agreement with the certificate of incorporation and bylaws; amend those instruments where a right must operate as a matter of corporate law rather than solely as a contractual covenant. The Company's entry into this agreement requires valid board approval and the consideration required by 8 Del. C. § 122(18).

Illustrative transaction.

The specimen assumes a closely held Delaware corporation with two founders holding equal numbers of shares of a single class of common stock, a three-person board, no outstanding options or convertible securities, and no third-party investor rights. These assumptions must be replaced with verified facts in a live transaction.

1. PARTIES, BACKGROUND AND EFFECTIVE DATE

1.1 Parties.

This Shareholders' Agreement (this "Agreement") is made as of [Effective Date] by and among: (a) Cedar Ridge Technologies, Inc., a Delaware corporation (the "Company"); (b) Jordan Ellis, of [address] ("Shareholder A"); and (c) Morgan Reed, of [address] ("Shareholder B"). Each of Shareholder A and Shareholder B is a "Shareholder" and together they are the "Shareholders".

1.2 Background.

The Shareholders are the legal and beneficial owners of the shares set out in Schedule 1. The parties wish to record their arrangements concerning ownership, governance, information, transfers and certain exit events, subject to the Company's certificate of incorporation, bylaws and applicable law.

1.3 Effective date.

This Agreement takes effect on the Effective Date once it has been duly executed by all parties and the Company has obtained the corporate approvals required for its entry into this Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions.

“Affiliate” means, in relation to a person, an entity that directly or indirectly controls, is controlled by, or is under common control with that person. “Board” means the Company’s board of directors. “Business Day” means a day other than Saturday, Sunday or a public holiday in Delaware. “Encumbrance” means a mortgage, charge, pledge, lien, option, security interest, restriction or other third-party right. “Fair Market Value” means the value determined under Clause 10. “Shares” means shares of the Company’s capital stock held by a Shareholder from time to time. “Transfer” includes any sale, assignment, gift, disposition, declaration of trust, grant of an option or other transfer of legal or beneficial ownership, whether voluntary or by operation of law.

2.2 Interpretation.

References to statutes include amendments and successor provisions. Headings are for convenience and do not affect interpretation. The words “including” and “includes” are without limitation. References to writing include electronic communications capable of being retained and reproduced, subject to applicable law.

3. SHARE CAPITAL AND OWNERSHIP

3.1 Ownership.

On the Effective Date, the Shareholders shall hold the Shares set out in Schedule 1. The Company shall maintain its stock ledger and records in accordance with applicable law and its governing documents.

3.2 No additional rights implied.

Except as expressly stated in this Agreement, no party receives any right to subscribe for, acquire or be issued additional securities. Any issuance remains subject to the certificate of incorporation, applicable law, required corporate approvals and Clause 6.

3.3 Further assurances.

Each Shareholder shall execute documents and take reasonable steps necessary to give effect to a transaction properly completed under this Agreement, provided that no party is required to act unlawfully or to waive a non-waivable statutory right.

4. GOVERNANCE AND BOARD MATTERS

4.1 Board composition.

For so long as both Shareholders hold at least 20% of the issued Shares each, the parties shall, to the extent lawfully within their respective powers as stockholders, support a three-person Board comprising one director nominated by Shareholder A, one director nominated by Shareholder B and one independent director agreed in writing by both Shareholders. The Company shall take the corporate steps required to implement this arrangement, subject to the certificate of incorporation, bylaws and applicable law.

4.2 Nomination mechanics.

A nomination or replacement nomination shall be made by written notice to the Company and the other Shareholder. The parties shall vote their Shares in favour of the nominee, to the extent permitted by law and the governing documents. No person becomes a director merely by nomination; election or appointment must occur in accordance with the DGCL and the Company’s governing documents.

4.3 Board authority preserved.

Except for contractual undertakings expressly given by the Company under this Agreement and enforceable under applicable law, the Board retains the authority and duties conferred by the DGCL and the Company’s certificate of incorporation. Nothing in this Agreement requires a director to breach applicable fiduciary duties or other non-waivable legal obligations.

4.4 Meetings and information.

The Company shall use reasonable efforts to provide each Shareholder, at least five Business Days before each regularly scheduled quarterly Board meeting, with an agenda and materials customarily provided to directors, subject to privilege, confidentiality, conflicts and applicable law. A Shareholder who is not a director has no automatic right to attend Board meetings or receive privileged Board materials.

4.5 Reserved matters.

The Company covenants, subject to Clause 4.6 and the limitations in Clause 4.3, that it shall not take any action listed in Schedule 2 without the prior written consent of both Shareholders while each holds at least 20% of the issued Shares. The parties intend this covenant to operate as a contractual obligation of the Company under 8 Del. C. § 122(18), supported by the consideration approved by the Board. It does not amend the certificate of incorporation or bylaws.

4.6 Legal and fiduciary limitations.

No consent requirement shall require the Company or any director to violate the certificate of incorporation or applicable law, or to take an action that the director reasonably determines cannot lawfully be taken consistently with the director's duties. If a provision is unenforceable in a particular application, the parties shall consult in good faith on a lawful replacement that most closely preserves its commercial purpose.

5. SHAREHOLDER VOTING AND UNDERTAKINGS

5.1 Voting.

Each Shareholder shall exercise voting rights attached to that Shareholder's Shares in good faith and in accordance with this Agreement, to the extent the relevant voting undertaking is lawful and enforceable. Voting rights remain subject to the certificate of incorporation and 8 Del. C. § 212.

5.2 Voting agreements.

The parties intend the voting covenants in this Agreement to constitute a written agreement among stockholders for purposes of 8 Del. C. § 218(c). Each party shall execute any further written instrument reasonably required to implement a specific voting arrangement permitted by that section.

5.3 No unlawful restraint.

Nothing in this Agreement requires a Shareholder to vote in favour of an action that would be unlawful, fraudulent or contrary to a non-waivable statutory requirement.

6. PRE-EMPTIVE RIGHTS ON NEW ISSUES

6.1 Offer.

Before issuing any New Securities for cash, the Company shall first offer each Shareholder the right to subscribe for that Shareholder's pro rata portion, calculated by reference to the Shares held immediately before the proposed issue, on the same price and material terms offered to the proposed subscriber.

6.2 Offer notice and election.

The Company shall give an offer notice stating the number and class of New Securities, subscription price, material terms, proposed closing date and the period for acceptance. Each Shareholder shall have 15 Business Days after receipt to accept all or part of the offer in writing.

6.3 Unsubscribed securities.

If a Shareholder does not accept the full entitlement, the other accepting Shareholder may apply for the unsubscribed balance within five Business Days after expiry of the initial offer period. Any remaining securities may, within 90 days, be issued to another person on terms no more favourable than those offered to the Shareholders. A material change in price or terms requires a new offer.

6.4 Excluded issuances.

The pre-emptive right does not apply to: (a) securities issued under an equity incentive plan approved in accordance with this Agreement; (b) securities issued as consideration in a bona fide acquisition approved as a Reserved Matter; or (c) securities issued on conversion or exercise of securities previously approved and disclosed to the Shareholders. No exclusion overrides the certificate of incorporation, statutory requirements or any class vote.

6.5 Statutory and charter rights.

This Clause creates a contractual right only. It does not represent that Delaware law confers a general statutory pre-emptive right. Any rights in the certificate of incorporation or a separate instrument remain independently applicable.

7. TRANSFER RESTRICTIONS AND PERMITTED TRANSFERS

7.1 General restriction.

A Shareholder shall not Transfer any Shares or create an Encumbrance over them except in accordance with this Agreement. Any purported Transfer in breach of this Agreement is a contractual breach; its effect on the Company's stock ledger and the validity of the Transfer shall be determined under applicable law and the governing documents.

7.2 Permitted transfers.

A Shareholder may Transfer Shares to a wholly owned Affiliate or a personal estate-planning vehicle controlled by that Shareholder, provided that: (a) the transferee first executes a deed of adherence in the form of Schedule 4; (b) the transferor remains liable for obligations accrued before transfer; (c) the transfer is not prohibited by law or an existing financing document; and (d) if the transferee ceases to qualify, the Shares are promptly transferred back or to another permitted transferee.

7.3 Right of first refusal.

A Shareholder proposing to Transfer Shares to a third party (the "Selling Shareholder") shall first deliver a Transfer Notice to the Company and the other Shareholder, identifying the proposed buyer, number and class of Shares, price, payment terms and all material conditions. The other Shareholder shall have 20 Business Days to elect to purchase all, but not less than all, of the offered Shares on those terms. If the other Shareholder does not elect, the Company may, to the extent lawful and properly authorised, elect within a further 10 Business Days to purchase the Shares. A Company purchase is subject to the DGCL, including applicable capital and surplus limitations and required approvals.

7.4 Third-party sale.

If neither the other Shareholder nor the Company elects to purchase, the Selling Shareholder may complete the sale to the identified buyer within 60 days, on terms no more favourable to the buyer than those in the Transfer Notice. A more favourable price or material change in terms requires a fresh Transfer Notice.

7.5 Adherence and registration.

No transferee may be registered as a party to this Agreement unless it executes a deed of adherence. The Company shall, to the extent permitted by law and its governing documents, require evidence of compliance with this Agreement before registering a transfer. The parties shall ensure that any restrictions intended to bind transferees are properly noted or reflected in the manner required by 8 Del. C. § 202 and applicable law.

8. TAG-ALONG RIGHTS

8.1 Trigger.

If a Shareholder proposes to sell to a third party, in one transaction or a series of related transactions, Shares representing more than 50% of that Shareholder's holdings, the other Shareholder (the "Tagging Shareholder") may require the proposed buyer to purchase a proportionate number of the Tagging Shareholder's Shares on the same price per Share and otherwise equivalent terms.

8.2 Tag notice.

The Selling Shareholder shall give the Tagging Shareholder not less than 20 Business Days' written notice of the proposed sale, enclosing the material terms and the buyer's identity. The Tagging Shareholder shall have 10 Business Days to exercise the tag right.

8.3 Sale condition.

The Selling Shareholder shall not complete the proposed sale unless the buyer purchases the Shares validly included under this Clause, or the buyer's offer is adjusted to accommodate them. The buyer may require customary, several (not joint) title, capacity and authority warranties from each seller, with liability capped at the proceeds received by that seller, except in cases of fraud.

9. DRAG-ALONG RIGHTS

9.1 Trigger and threshold.

If Shareholders holding at least 75% of the issued Shares approve a bona fide sale of all the Shares to an independent third-party buyer, those Shareholders (the "Dragging Shareholders") may require each other Shareholder to sell all of that other Shareholder's Shares to the buyer on the same price per Share and otherwise equivalent terms.

9.2 Drag notice.

The Dragging Shareholders shall give at least 15 Business Days' written notice specifying the buyer, consideration, proposed completion date and material sale terms. Completion shall occur simultaneously for all selling Shareholders.

9.3 Limits on liability.

A dragged Shareholder shall not be required to give business warranties, indemnities or restrictive covenants other than customary warranties as to title, capacity and authority, and shall not be liable for another seller's breach. Any escrow, holdback or indemnity exposure shall be several, proportionate to proceeds received and capped at the proceeds received, except in cases of fraud by that Shareholder.

9.4 Legal compliance.

A drag sale remains subject to applicable law, the certificate of incorporation, any required class or stockholder approvals and any mandatory appraisal or other statutory rights. This Clause does not itself effect a merger, asset sale or other transaction requiring separate corporate action.

10. FAIR MARKET VALUE AND VALUATION

10.1 When valuation applies.

Where this Agreement requires a purchase at Fair Market Value and the parties do not agree the value within 10 Business Days, Fair Market Value shall be determined by an independent valuation expert appointed jointly by the relevant parties or, failing agreement within a further five Business Days, appointed on the application of any party by the President for the time being of the American Institute of Certified Public Accountants or its successor.

10.2 Valuation basis.

The expert shall act as an expert and not as an arbitrator, determine the value of the relevant Shares as at the date of the event giving rise to the valuation, on a going-concern basis where appropriate, and apply no minority or marketability discount unless the parties agree otherwise in writing. The expert may consider the Company's financial position, prospects, assets, liabilities and any other relevant matter.

10.3 Procedure and costs.

The expert shall give each affected party a reasonable opportunity to provide written submissions and supporting information. The determination shall be final and binding absent manifest error or fraud. The expert shall allocate costs having regard to the parties' conduct or, absent such direction, the parties shall share the costs equally.

11. DEADLOCK

11.1 Deadlock event.

A "Deadlock" occurs where a Reserved Matter has been considered at two properly convened decision-making meetings at least five Business Days apart and the required consent has not been obtained, and the matter materially impairs the Company's ability to carry on its business or implement an approved business plan.

11.2 Escalation.

Within five Business Days after a Deadlock is declared, each Shareholder shall refer the matter to a senior representative with authority to settle it. The representatives shall meet (in person or remotely) and attempt in good faith to resolve the matter within 10 Business Days.

11.3 Mediation.

If unresolved, the parties shall attempt confidential mediation in Delaware before a mediator jointly appointed by them. If they cannot agree on a mediator within five Business Days, either party may request an appointment through a recognised mediation provider. The mediation shall take place within 30 days where practicable. The parties shall share the mediator's fees equally.

11.4 Status quo and urgent matters.

Pending resolution, the Company shall continue ordinary-course operations and shall not implement the disputed Reserved Matter. Nothing prevents action reasonably necessary to comply with law, protect persons or property, preserve material assets or avoid an imminent material default, provided the acting party gives prompt notice and supplies reasonable particulars.

11.5 No automatic buy-sell mechanism.

Unless the parties later agree in writing, a Deadlock does not automatically trigger a compulsory sale, shotgun procedure, dissolution or winding up. The parties may agree a buyout or sale process after mediation, documenting price, funding, conditions and completion mechanics in a separate written agreement.

12. DISTRIBUTIONS AND FINANCIAL INFORMATION

12.1 Distributions.

The parties acknowledge that dividends and other distributions may be declared or paid only in accordance with the DGCL, the certificate of incorporation and applicable corporate approvals. Nothing in this Agreement obliges the Board to declare a dividend or requires a distribution that would be unlawful.

12.2 Annual information.

Within 120 days after the end of each financial year, the Company shall provide each Shareholder with annual financial statements prepared on a consistent basis and a summary of material changes in the Company's business, subject to confidentiality, privilege and applicable law.

12.3 Inspection rights.

Nothing in this Agreement waives, expands or replaces any statutory inspection right. Any demand to inspect books and records remains subject to the applicable statutory requirements, including 8 Del. C. § 220.

13. CONFIDENTIALITY

13.1 Confidential information.

Each Shareholder shall keep confidential all non-public commercial, financial, technical, operational and customer information concerning the Company received in that capacity, and shall use it only for purposes connected with the Shareholder's investment and rights under this Agreement.

13.2 Exceptions.

The obligation does not apply to information that the recipient can demonstrate is public other than through breach, was lawfully known without restriction, is independently developed without use of confidential information, or is lawfully received from a third party without duty of confidence.

13.3 Permitted disclosure.

A Shareholder may disclose information to professional advisers, financiers and regulators where reasonably necessary, provided the recipient is subject to confidentiality obligations or the disclosure is legally required. Where lawful and practicable, the disclosing party shall give prior notice to the Company.

13.4 Duration.

This Clause continues for five years after a person ceases to be a Shareholder, except that information qualifying as a trade secret remains protected for so long as it retains that status under applicable law.

14. REPRESENTATIONS AND UNDERTAKINGS

14.1 Each Shareholder.

Each Shareholder represents on the Effective Date that the Shareholder has capacity and authority to enter into this Agreement, execution does not knowingly breach an agreement binding on that Shareholder, and the Shareholder owns the Shares stated opposite that Shareholder's name in Schedule 1 free of Encumbrances other than those disclosed in writing.

14.2 Company.

The Company represents that it is duly incorporated and, subject to completion of the required corporate approvals, has corporate power to enter into this Agreement. The Company shall not represent that any provision is enforceable to the extent it conflicts with the certificate of incorporation or applicable law.

14.3 Continuing notice.

A party shall promptly notify the others if it becomes aware that a representation in this Clause was materially inaccurate when made or that an event has occurred which materially affects its ability to perform this Agreement.

15. TERM AND TERMINATION

15.1 Term.

This Agreement continues until terminated in accordance with this Clause.

15.2 Termination events.

This Agreement terminates: (a) by written agreement of all parties; (b) in respect of a Shareholder, when that Shareholder ceases to hold any Shares, without releasing accrued liabilities; or (c) upon completion of a sale of all issued Shares to a single buyer, unless the buyer and relevant parties agree in writing that it continues.

15.3 Continuing provisions.

Clauses concerning accrued rights, confidentiality, dispute resolution, governing law, jurisdiction and any provision which by its nature is intended to survive shall continue after termination.

16. REMEDIES AND DISPUTE RESOLUTION

16.1 Remedies.

A party may seek damages, specific performance, injunctive relief or other remedies available under applicable law. The parties acknowledge that damages may be inadequate for certain breaches involving unauthorised transfers or disclosure of confidential information. No remedy is exclusive unless expressly stated.

16.2 Good-faith discussion.

Except for urgent interim relief, a party shall first give written notice describing the dispute and allow 10 Business Days for senior representatives to attempt resolution.

16.3 Courts.

The parties submit to the exclusive jurisdiction of the Delaware Court of Chancery, or if that court lacks subject-matter jurisdiction, another state or federal court located in Delaware with jurisdiction, for disputes arising out of or relating to this Agreement. Each party waives objections to venue and forum non conveniens to the extent permitted by law.

17. NOTICES

17.1 Form and delivery.

A notice under this Agreement shall be in writing and delivered by personal delivery, recognised overnight courier or email to the address or email address most recently notified by the recipient. Email notice is effective when no delivery failure notice is received and the sender retains a copy, provided that a notice of a proposed Transfer, drag-along or tag-along exercise must also be sent by courier or personal delivery.

17.2 Deemed receipt.

A notice delivered personally is received on delivery; by overnight courier, on the next Business Day after dispatch; and by email, on the next Business Day after transmission, provided it is sent before 5:00 p.m. Delaware time on a Business Day, otherwise on the following Business Day.

18. GENERAL

18.1 Entire agreement.

This Agreement constitutes the entire agreement among the parties concerning its subject matter and supersedes prior discussions and understandings on that subject, without limiting any separate confidentiality or transaction agreement expressly preserved in writing.

18.2 Amendments.

An amendment must be in writing and signed by the Company and each Shareholder whose rights or obligations are affected. No amendment may bind a non-consenting party by reducing its rights or increasing its obligations.

18.3 Assignment.

No party may assign its rights or obligations under this Agreement except in connection with a permitted Transfer and execution of a deed of adherence.

18.4 Severability.

If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, if possible. The remaining provisions continue in effect.

18.5 Waiver.

A waiver is effective only if in writing and applies only to the specific matter for which it is given. Delay or failure to exercise a right is not a waiver.

18.6 Counterparts and electronic signatures.

This Agreement may be executed in counterparts, each of which is an original and all of which together form one instrument. Electronic signatures and electronic records may be used to the extent permitted by applicable law.

18.7 No partnership or agency.

Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship among the parties.

18.8 Governing law.

This Agreement and any non-contractual obligations arising out of or relating to it are governed by the laws of the State of Delaware, without regard to conflict-of-laws rules, subject to mandatory provisions of applicable law.

SIGNATURES

Company.

CEDAR RIDGE TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____
Date: _____

Shareholder A.

JORDAN ELLIS

Signature: _____
Date: _____

Shareholder B.

MORGAN REED

Signature: _____
Date: _____

SCHEDULE 1 — CAPITALISATION

Illustrative only.

Shareholder A: 500,000 shares of Common Stock (50%).
Shareholder B: 500,000 shares of Common Stock (50%).
Total issued and outstanding: 1,000,000 shares.

No options, warrants, convertible securities or other equity rights are assumed for this specimen. Replace this schedule with the verified capitalization table and confirm the authorised share capital and class rights under the certificate of incorporation.

SCHEDULE 2 — RESERVED MATTERS

Consent matters.

While each Shareholder holds at least 20% of the issued Shares, the Company shall obtain both Shareholders' prior written consent before:
(a) amending the certificate of incorporation or bylaws, other than an amendment required by law or necessary to implement a transaction already approved under this Agreement;
(b) creating or issuing a new class or series of stock, or issuing New Securities other than an issuance permitted by Clause 6;
(c) approving a merger, consolidation, conversion, domestication, dissolution or winding up, except where approval is required by law and cannot lawfully be conditioned on this consent;
(d) selling, leasing or otherwise disposing of all or substantially all of the Company's assets outside the ordinary course;
(e) incurring borrowing or granting security exceeding $250,000 in any single transaction or $500,000 in aggregate outstanding, other than ordinary-course trade credit;
(f) acquiring a business or material assets for consideration exceeding $250,000;
(g) entering into a material transaction with a Shareholder, director or Affiliate other than on arm's-length terms and in the ordinary course;
(h) materially changing the nature of the Company's principal business;
(i) approving an annual operating budget or materially increasing expenditure under an approved budget by more than 20%;
(j) declaring or paying a dividend or other distribution, subject always to applicable law and the Board's duties;
(k) appointing or removing the chief executive officer or chief financial officer; or
(l) commencing or settling litigation involving claims exceeding $100,000, other than routine debt collection or urgent protective proceedings.

Thresholds are illustrative commercial choices and must be adjusted to the Company's scale and financial position.

SCHEDULE 3 — FORM OF TRANSFER NOTICE

Transfer notice.

To: The Company and the other Shareholder
From: [Selling Shareholder]
Date: [●]

I give notice under Clause 7.3 that I propose to Transfer [number and class] Shares to [proposed buyer]. The proposed price is [amount] per Share, payable [terms]. The material conditions are [details]. The proposed completion date is [date]. A copy of the proposed sale agreement is attached, subject to appropriate redaction of information not relevant to the proposed Transfer.

Signed: _____

SCHEDULE 4 — DEED OF ADHERENCE

Adherence.

This Deed is made on [date] by [Transferee] in favour of the parties to the Shareholders' Agreement dated [date] relating to Cedar Ridge Technologies, Inc. (the "Agreement").

1. The Transferee confirms that it has received and reviewed a copy of the Agreement.
2. With effect from registration of the Transfer of [number and class] Shares, the Transferee agrees to be bound by the Agreement as a Shareholder as if it were an original party in place of the transferor in respect of those Shares.
3. The Transferee's notice details are: [address and email].
4. This Deed is governed by Delaware law and the Transferee submits to the jurisdiction specified in the Agreement.

Executed as a deed / agreement (as applicable):

Transferee: _____
By: _____
Name and title: _____
Date: _____

Acknowledged by the Company: _____

DRAFTING AND IMPLEMENTATION CHECKLIST

Before execution.

1. Verify the Company's exact legal name, incorporation status, registered office and authorised/issued share capital.
2. Review the certificate of incorporation and bylaws for share classes, voting rights, director appointment/removal, transfer restrictions, amendment mechanics and any conflicting provisions.
3. Confirm that the Board approves the Company's entry into the Agreement and the minimum consideration required by 8 Del. C. § 122(18), and record the approval in minutes or written consent.
4. Confirm the legal and practical operation of reserved matters under § 122(18), including the statutory proviso: a contract term is not enforceable against the Company to the extent contrary to the certificate or Delaware law if included in the certificate.
5. Align transfer restrictions with § 202, including conspicuous notice on certificates or the required notice for uncertificated shares and the position of transferees.
6. Confirm voting arrangements under § 218(c), and use separate instruments if a voting trust or proxy arrangement is intended.
7. Check statutory approvals and procedures for any merger, asset sale, dissolution, stock repurchase or other major transaction. A contractual consent does not replace a DGCL approval.
8. Review securities-law compliance, including federal and state registration exemptions, investor representations and any required legends or notices.
9. Review tax, estate-planning, employment, restrictive covenant, financing and intellectual-property implications as relevant.
10. Replace every bracketed field, complete the schedules, execute all deeds of adherence and maintain the signed agreement with the Company's records.

SELECTED DELAWARE STATUTORY REFERENCES

References.

8 Del. C. § 122(18) — corporate power to contract with current or prospective stockholders, subject to statutory and charter limitations.
8 Del. C. § 141(a) — board management authority, subject to the DGCL and certificate of incorporation.
8 Del. C. §§ 151–157 — classes, series and rights of stock; issuance and related matters.
8 Del. C. § 202 — restrictions on transfer or registration of transfer of securities.
8 Del. C. § 212 — voting rights and proxies.
8 Del. C. § 218(c)–(d) — written voting agreements among stockholders and other voting arrangements.
8 Del. C. § 220 — stockholder inspection rights.
8 Del. C. § 242 — amendment of certificate of incorporation.
8 Del. C. § 251 — merger or consolidation.
8 Del. C. § 271 — sale, lease or exchange of all or substantially all assets.

These references identify provisions relevant to the specimen; they are not an exhaustive opinion on the application of Delaware law to any actual transaction.