

Shareholder Agreement

THIS AGREEMENT, dated _____, 2019 is entered into amongst all of the current shareholders of Nightingale Legacy Inc.

("Corporation") :

(referred to as "Shareholder") and the Corporation.

Article 1 – Purpose of Agreement

1.1 The Shareholders are all the shareholders of the Corporation, a Florida corporation and are the sole Directors and Officers of the Corporation.

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, division of profits, 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	Number of Shares	Percentage of Ownership
_____	_____	%

2.2 The shares listed above constitute all of the issued and outstanding capital stock of the Corporation. The Corporation acknowledges receipt from each Shareholder of the full consideration for the respective shares listed above, and each Shareholder acknowledges receipt of certificates representing his or her shares. All of the shares listed above and any additional shares of the capital stock of the Corporation that may be acquired by the Shareholders in the future shall be subject to this Agreement.

Article 3 – Management and Control

3.1. Board of Directors. Subject to termination in accordance with this Agreement, each Shareholder to this Agreement will be a director of the Corporation.

- a. Darren Simpson as the Corporation CEO
- b. Val Simpson as the Corporation VP of Operations
- c. Tom MacDonald as Board Chair
- d. Diana Nightingale as Vice Chair

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 Florida 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. After filing the Corporation’s original Articles of Incorporation, file any informational certificates that may be required by the Florida Secretary of State;

3.2.4. Cause the Corporation to maintain the books, records, and other documents required by Florida law;

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

3.3. President. Subject to the limitations in Section 3.7, the President of the Corporation will be its managing officer. The President will control the day-to-day operations of the business and affairs of the Corporation.

3.4. 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.

3.5. 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 Shareholders.

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 eighty thousand (\$80,000) 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 and only under the following conditions, unless otherwise agreed upon. The Shareholder will receive interest from the Corporation in the amount of 18% of the total loan amount for facilitating the loan.

6.2. Repayment. Repayment of Shareholder loans by the Corporation shall occur when the Corporate is in receipt of traditional financing or the Shareholders agree that there are enough corporate funds to pay the loan. Loans to Shareholders shall be paid in order of priority with the oldest loan being paid first, unless the Shareholder waives such write to first payment.

Article 7 – Dissolution of Corporation

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);
- Sell at public or private sale, exchange, convey, or otherwise dispose of all or any part of the assets of the Corporation for cash in an amount considered reasonable by the President, or his or her appointee(s);
- 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

8.1. 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.

8.2. Restrictions on Transfer. To accomplish the purposes of this Agreement, any transfer, sale, assignment, or encumbrance of any of the shares of the Corporation, other than according to the terms of this Shareholder Agreement is void.

8.3. Buy-Sell Upon Death of Shareholder. Upon the death of a Shareholder, the Corporation shall purchase, and the deceased Shareholder's estate or successor or successors in interest (the "Deceased Shareholder"), shall sell, all the Corporation's stock presently owned by such Stockholder. This sale will be made within sixty (60) days after the appointment of a legal representative for the Deceased Shareholder's estate.

8.4. Buy-Sell for Other Reasons. A Shareholder may voluntarily sell all the Corporation's stock presently owned by such Shareholder ("Departing Shareholder"). Any and all sales hereunder with respect to the Departing Shareholder shall be made within sixty (60) days after written notice of intent to sell served on the Corporation and the remaining Shareholders.

8.5. Right of First Refusal. In the event of mandatory or voluntary buy-sell under this Section, the non-departing or surviving Shareholder shall have the right of first refusal to purchase all shares that would otherwise be repurchased by the Corporation at the purchase price set forth above. To exercise this right, the non-departing or surviving Shareholders provide written notice to the Corporation no later than ten (10) days prior to the effective date of sale.

Article 9 – Dispute Resolution

9.1. Any dispute relating to this Shareholder Agreement, or arising out of or relating to operations of the Corporation, or the rights or obligations of the Shareholders, shall be settled by Arbitration

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. Notices. All notices, demands, requests, or other communications required or permitted by this Shareholder Agreement (other than routine communication relative to business operations) will be in writing sent to the following:

NIGHTINGALE LEGACY INC.
23421 WALDEN CENTER DR, SUITE 120
BONITA SPRINGS, FL 34134

Title Chairman

MACDONALD, THOMAS E
15195 BRIARCREST CIRCLE
FORT MYERS, FL 33912
Title CEO

10.3. Attorneys' Fees. In the event of any litigation concerning this Shareholder, the prevailing party shall be entitled, in addition to any other relief that may be granted, to reasonable attorneys' fees.

10.4. Binding on Successors and Assigns. This Agreement will be binding on the parties to the Agreement and on each of their heirs, executors, administrators, successors, and assigns.

10.5. Severability. If any provision is unenforceable or invalid for any reason, the remaining provisions shall be unaffected by such a holding.

10.6. Governing Law. This Agreement shall be construed according to and governed by the laws of the State of Florida.

10.7. 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 _____.

THE SHAREHOLDERS

Thomas MacDonald- Chairman

- Shareholder