

## BUY/SELL AGREEMENT

This agreement made this <sup>20th</sup> day of February 2017, among Ahmad Al-Hawwari, Hasan Abass Hasan, Mohamed Shambolia, Minnesota residents (individually referred to as "Shareholder" or collectively referred to as "Shareholders"), and SMH, Inc, a Minnesota corporation ("Corporation").

### RECITALS:

A. The Shareholders are collectively the owners of all of the capital stock of Corporation ("Shares"), with each Shareholder currently owning the fraction of all outstanding shares as follows:

Ahmad Al-Hawwari,	1/3
Hasan Abass Hasan	1/3
Mohamed Shambolia	1/3

B. The parties believe it to be in the best interest of the Corporation and the Shareholders to ensure the continuity of management of the Corporation by individuals experienced and familiar with its business. In the event of the happenings set forth herein, the parties wish to restrict the ability to transfer Shares by a Shareholder in order that Shares may not easily pass into other hands, possibly jeopardizing the best interests of the Corporation, and

C. The parties desire to subject all of the Shares to the terms of this Agreement.

IN CONSIDERATION of the foregoing and the mutual covenants contained in this Agreement the parties agree as follows:

#### 1. Capital Contributions.

1.1 Initial Capital Contributions. Upon the execution of this Agreement, each Shareholder will make an Initial Capital Contribution to the capital of the Corporation in the amount set forth opposite such Shareholder's name on Schedule 1

1.2 Additional Capital Contributions; Preemptive Rights. Any Shareholder may from time to time cause the Corporation to raise additional capital from the Shareholders (a "Capital Call") as described herein.

(a) Raising Additional Capital. If a Shareholder determines, in the manner contemplated in this Section 1.2, at any time, that the Corporation requires additional capital ("Additional Capital"), in the form of Capital Contributions other than the Shareholders' Initial Capital Contribution, in order to enable the Corporation to pay its operating expenses, to meet its obligations in a timely fashion, to maintain sufficient working capital, to make any other expenditures necessary or desirable to carry out its objectives or for any other purpose whatsoever, such Shareholder, on behalf of the Corporation, shall call for such Additional Capital by written notice to all Shareholders.

Each Shareholder shall be required to deliver the Shareholder's Share (defined herein below) of such Additional Capital to the Corporation on or before the 10th day after the date on which such notice was given, and on the receipt of such Share, each Shareholder's Capital Account shall be increased by the amount of the Shareholder's Share. Each Shareholder's "Share" of the Additional Capital shall be pro rata in accordance with their relative Capital Accounts prior to the Capital Call.

(b) **Contributing and Non-Contributing Shareholders.** If any Shareholder fails to advance all or any portion of the Shareholder's Share (each a "Non-Contributing Shareholder") of any Capital Call within the 10-day time period described in Section 1.2(a), the other Shareholders (each a "Contributing Shareholder") may contribute all of the amount which such Non-Contributing Shareholder's interest in the Corporation.

2. **Restrictions on Transfer.** Except as permitted by the terms of this Agreement, no Shareholder or any legal representative shall at any time Transfer any interest of Shareholder's Shares and any attempt to do so will be null or void.

"Transfer" means any voluntary or involuntary disposition of any full or partial interest in said Shares and includes, but is not limited to, passage of Shares to a surviving spouse either under a will or through operation of law. However, Transfers by a Shareholder during such Shareholder's life to a grantor trust of which such Shareholder is at all times the only beneficiary and only trustee are not prohibited by this Agreement. Any reference in this Agreement to the Shares held by a Shareholder shall refer also to any Shares held by this type of grantor trust.

3. **Endorsement of Shares.** Upon the execution of this Agreement, the certificates of Shares subject hereto, if any, shall be surrendered to the Corporation for endorsement as follows:

"Any sale, assignment, transfer, pledge, or other disposition of the shares of Shares represented by this certificate is restricted by, and subject to, the terms and provisions of an agreement dated February 20<sup>th</sup>, 2017. A copy of said agreement is on file with the Corporation. By acceptance of this certificate, the holder hereto agrees to be bound by the terms of said agreement."

After endorsement, the certificates shall be returned to the Shareholders, All Shares hereafter issued to any Shareholder shall bear the same endorsement.

4. **Purchase of Insurance.** The Corporation may, at its sole option, take out insurance on the life of any or all of the shareholders. If any insurance policy is obtained by the Corporation, the Corporation shall be named as the direct beneficiary and the sole owner of such policies.

5. **Options Arising From Proposed Transfers**

5.1 **Notice of Intended Transfer.** In the event any Shareholder desires to Transfer Shares as a result of any offer, solicited or not, that Shareholder shall notify all parties to this agreement in writing, stating (i) such Shareholder's intention to make a Transfer, (ii) the Shares intended to be Transferred, (iii) the identity of the person or entity making the offer, and (iv) a copy of the written offer. Such written notice is referred to herein as a "Notice of Offer".

5.2 **Corporation's Option.** Upon receipt of a Notice of Offer the Corporation shall have the right to purchase all or a portion of the Shares owned by the Transferring Shareholder. The decision to purchase or not shall be made by the Board of Directors of the Company and the Transferring Shareholder and his spouse, if a member of the Board, shall not vote. Said vote shall occur within 10 days of the notice referenced in this section. The purchase price of any Shares acquired shall be the amount set out in the Notice of Offer and shall be paid within 10 days of the Board vote. Failure to vote or to make full payment shall constitute a waiver of the Corporation's, right to exercise said option.

5.3 **Shareholder's Option.** Should the Corporation fail to purchase the shares as set out in paragraph 4.2, the Remaining Shareholders shall have the option to purchase all or a portion of the Shares proposed to be transferred as set out in the Notice of Offer. Each Shareholder shall have the right to purchase up to that portion of the Shares of the Transferring Shareholder equal to the ratio which the Shares owned by the Shareholder on the Notice Date bears to the total Shares owned by all Remaining Shareholders. A Shareholder may exercise this option by providing written notice to all other parties and tendering payment. Failure to do so within 20 days after expiration of the Corporation's period to act shall constitute a waiver of the Shareholder's right to exercise said option.

5.4 **Right to Transfer.** In the event that the Remaining Shareholders and/or the Corporation do not elect to acquire all the shares of the Transferring Shareholder described in the Notice of Offer, the Transferring Shareholder shall have the right to transfer the shares as set out in the Notice of Offer.

5.5 **Obligations of Transferees.** All transferees of Shares transferred in accordance with this agreement, or additional Shares issued by the Corporation, shall take said Shares subject to this agreement.

6. **Additional Events Giving Rise to Options.** The death of a Shareholder shall be construed as a Notice to Transfer, except that the time for the Corporation to exercise its option to purchase shall not begin until 90 days after the date of death. Notwithstanding any paragraph to the contrary, upon the death of a shareholder the valuation of the deceased shareholder's stock shall be deemed to be \$500 per share.

7. **Share Valuation.** The parties agree that, unless modified by any other section of this agreement, the value of all of the shares of the Corporation as of this date shall be set at the higher of one-half (1/2) gross revenues divided by the total number of active shares, or five (5) times net profit divided by the total number of active shares. These values shall be calculated using Generally Accepted Accounting Principles.

8. **Payment Terms.** The purchase price of any Shares acquired in a sale pursuant to this Agreement may be paid in a single lump sum at transfer or, at the option of the purchaser, in 5 equal yearly payments bearing 5% interest, each payment being due upon the date of transfer or the anniversary of the transfer date.

9. **Divorce.** Should any of the parties to this agreement divorce, any award of any interest in the stock covered by this agreement to the party's spouse shall constitute a Notice of Transfer except that the time for the Corporation to exercise its option to purchase shall not begin until the date the final decree is filed.

10. **Additional Shareholders.** Any Additional Shareholders shall agree to be bound by this agreement as a condition of purchasing stock in the Corporation and shall evidence their agreement by signature on this document. Notwithstanding any other paragraph in this agreement, the Corporation, through its Board, shall have the right to repurchase all of the stock purchased by the Additional Shareholders at any time for two years after the date of their initial purchase.

11. **Termination.** This agreement shall terminate in the event of the bankruptcy, receivership or dissolution of the Corporation.

12. **Covenant Not to Compete.** Each Shareholder agrees that, so long as such they are an employee, officer, or director of the Corporation, they will not compete with the Corporation within the 100 miles of downtown Minneapolis. Further, they will not compete with the corporation within that area during the five (5) year period beginning on the date of sale of Shareholder's Shares. "Compete" means engaging in the same or substantially identical business as the corporation.

13. **Covenant Not to Solicit or Service.** Each Transferring Shareholder agrees that they will not solicit or do business with any of the Corporation's customers within Minnesota or Wisconsin for a five (5) year period beginning on the date of sale of the Shareholder's Shares.

14. **Covenant Not to Violate Corporate Confidences.** Each Transferring Shareholder agrees and covenants that they will not, during the five (5) year period beginning on the date of sale of Shareholder's Shares, disclose or divulge any proprietary information of the Corporation, for any purpose.

15. **Covenant Not to Solicit Employees.** Each Shareholder agrees they will not solicit or attempt to solicit any of the Corporation's employees during the five (5) year period beginning on the date of sale of Shareholder's Shares. This only applies to competing with the Corporation and within 100 miles of downtown Minneapolis.

**16. Modification.** This Agreement shall not be modified or amended except by writing signed by each Shareholder and by an officer duly authorized to act on behalf of the Corporation.

**17. Agreement Drafted by Corporation's Attorney.** Each Shareholder acknowledges that the Corporation's counsel, Randall K. Strand, prepared this Agreement on behalf of the Corporation, and that each Shareholder has been advised that a conflict of interest may exist between his or her interest and those of the Corporation and the other Shareholders. Each Shareholder has been advised by the Corporation's counsel to seek the advice of independent counsel and has had the opportunity to do so.

**18. Miscellaneous.**

**18.1** This agreement shall be subject to and shall be construed under the laws of the State of Minnesota.

**18.2** If any portion of this agreement is judicially determined invalid, that invalidity shall not effect the remaining portions of the agreement.

**18.3** Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

**18.4** Copies. More than one (1) copy of this agreement may be executed and all parties agree and acknowledge that each executed copy shall be a duplicate original, except that some schedule may exist only on the original copy retained by the corporation.

**18.5** Notices. Any notices given under this Agreement shall be in writing and sent, by prepaid registered mail, to the respective party at such party's

To Shareholders:        Ahmed Al-Hawwari  
6301 Balsam Lane N  
Maple Grove, MN 55369

Hasan Abass Hasan  
10000 Morgan Ave S, Apt # 1  
Bloomington, MN 55431

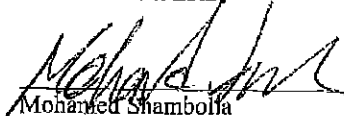
Mohamed Shambolia  
15593 Shadow Creek Rd  
Maple Grove, MN 55311

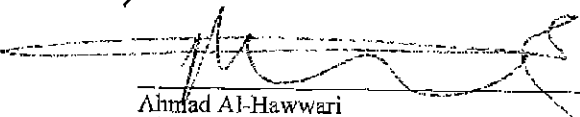
To Corporation SMH, Inc  
15593 Shadow Creek Rd  
Maple Grove, MN 55431


18.6 This agreement, including paragraph 10, is binding on all heirs, devisees and other successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on February \_\_\_\_\_, 2017.

SHAREHOLDERS:

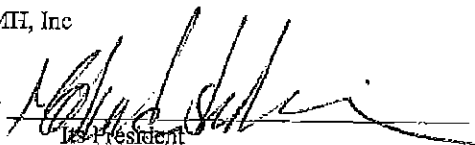
  
Mohamed Shambolia

  
Ahmad Al-Hawwari

  
Hasan Abass Hasan

CORPORATION:

SMH, Inc

By   
its President