

## SHAREHOLDER AGREEMENT

THIS SHAREHOLDER AGREEMENT (this "Agreement") is made as of this 12 day of June, 2017 (the "Agreement Date"), between and among Loyd Inc., a Nevada corporation (the "Company"), the undersigned shareholders of the Company (each a "Shareholder" and collectively, the "Shareholders") and any other persons who may become members by signing a Subsequent Shareholder Joinder.

### PREAMBLE

WHEREAS, the Shareholders are the record and beneficial owners of all of the issued and outstanding shares of capital stock of the Company and their respective holdings are set forth on Schedule 1, attached hereto;

WHEREAS, the all revenue going forward from existing players that Christian Dawkins has directly or indirectly represented will be received by the company. All new relationships will be property of the company, and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of, *inter alia*, assuring harmony and stability in the ownership and management of the Company and limiting the manner and terms by which the Company's capital stock may be transferred.

NOW THEREFORE, in consideration of the mutual promises of the parties set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Certain Definitions.** Capitalized terms used herein and not otherwise defined shall have the following meanings:

"Affiliate" shall mean, with respect to any Shareholder, any Person who directly or indirectly Controls, is controlled by or is under common Control with such Shareholder.

"Articles of Incorporation" shall mean the Articles of Incorporation of the Company, as may be amended from time to time

"Board of Directors" shall mean Christian Dawkins, Jeff DeAngelo and Munish Sood as the Initial Directors.

"Closing Deliveries"

- (i) At the Closing, the Corporation will deliver or cause to be delivered to the Purchaser the following:
- (ii) a certificate evidencing the Purchased Shares registered in the name of the Purchaser.



(iii) At the Closing, the Purchaser will deliver or cause to be delivered to the Corporation the following:

- The first installment of \$56,250.00 Purchase Price by wire transfer of immediately available funds to an account specified to the Purchaser in writing at least one (1) business day prior to the Closing.
- The remaining balance of investment will be delivered in three installments every three months of this closing (Sept 12, 2017, Dec 12, 2017, March 12, 2017).

"Company" shall mean Loyd Inc.

"Common Stock" shall mean the Company's common stock, par value \$1 per share.

"Control" shall mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Initial Shareholders" shall mean Christian Dawkins, Jeff DeAngelo and Munish Sood.

"Options" shall mean any options or other rights to subscribe for, purchase or acquire any shares of capital stock of the Company.

"Other Shareholders" shall have the meaning assigned to that term in Section 2(a)(i) hereof.

"Permitted Transfers" shall mean Transfers between a Shareholder and the Company, Transfers between two or more Shareholders, and Transfers may be made free from the restrictions set forth in Section 2(a).

"Person" shall mean any individual, partnership, corporation, limited liability company, trust, joint venture, unincorporated organization or other entity.

"President" shall mean Christian Dawkins as long as he remains a Shareholder or until he voluntarily resigns from the position or is removed by the Board for cause, if sooner.

"Proposed Transfer" shall have the meaning assigned to that term in Section 2(c) hereof.

"Proposed Transferee" shall have the meaning assigned to that term in Section 2(c) hereof.

"Public Sale" shall mean any sale of Restricted Securities to the public (a) pursuant to an offering registered under the Securities Act or (b) through a broker, dealer or market maker pursuant to the provisions of Rule 144 (other than Rule 144(k)) under the Securities Act.

"Restricted Securities" shall mean all Common Stock any other equity securities of the Company and any evidence of indebtedness, option, warrant or other security of the Company which is directly or indirectly convertible into or exchangeable for any equity security of the Company, with or without the payment of additional consideration or the happening of a specified event.

"Securities Act" shall mean the Securities Act of 1933 and all rules, regulations and orders issued thereunder, as any of the same may be amended.

"Shares" shall mean 75,000 shares of issued and outstanding Common Stock.

"Shareholder(s)" shall have the meaning assigned to that term in the first paragraph of this Agreement, both individually and collectively.

"Transfer" shall mean, with respect to any Restricted Security, any sale, pledge, hypothecation or other transfer of such Restricted Security, or any right or interest therein, whether voluntarily, involuntarily or by operation of law; provided that, for the purposes of Section 2, a Permitted Transfer shall not be deemed to be a Transfer.

2. Restrictions on Transfer.

(a) **Transfer Restrictions.**

(i) Transfer Restricted. Except for Permitted Transfers, no Shareholder shall Transfer any interest in any Shares unless and until the requirement of Sections 2(a)(ii) shall be fulfilled. Any Transfer made or purportedly made in violation of these restrictions shall be null and void, and the Company shall not register or record such attempted Transfer in its books and records.

(ii) First Offer Rights.

(A) In the event that any Shareholder (the "Offering Shareholder") desires to Transfer any Shares, then he or she shall give written notice thereof (an "Offer Notice") to the Company. The Offer Notice shall be transmitted at least fifteen (15) business days prior to the proposed Transfer and shall disclose in reasonable detail the proposed number of Share to be transferred (the "Offered Securities"), the identity of the prospective transferee(s) and the proposed terms and conditions of the Transfer (including representations, warranties, covenants and indemnities)..

(B) The Company shall have the first right to purchase all of the Offered Securities, at the price and on the terms specified in the Offer Notice, by giving written notice of such election to the Offering Shareholder within seven (7) business days after the Offer Notice is received.

(C) If the Company does not elect to purchase all of the Offered Securities, then, during the fifteen (15) business day period commencing after the conclusion of the offer period in Section 2(a)(ii)(B), the Offering Shareholder shall have the right to Transfer any remaining Offered Securities not purchased by the Company to the proposed transferee(s) on terms no more advantageous to such transferee(s) than those specified in the Offer Notice. If such Offered Securities are not so transferred within such time period, then any subsequent Transfer of such Securities shall be subject to all of the provisions of this Section 2(b).

(D) Upon the death of any Shareholder, the Estate of the deceased Shareholder shall first, be deemed to have provided an Offer Notice on the fifteenth (15<sup>th</sup>) day after the death of the deceased Shareholder, with the price and terms of such offer to be the fair market value of the Shares based on [valuation method? Multiple of Earnings/EBIDA?] and if such offer is accepted by the Company, closing of such sale to the Company shall occur within 90 days after such Offer Notice. The Company shall have the right to pay the purchase price for the Shares by delivering a fully amortizing term note to the Estate at a fixed interest rate equal to the Wall Street Journal Prime Rate at the time of closing, and with a term elected by the Company, not to exceed five (5) years. If the Company shall elect not to purchase the Shares of the deceased Shareholder.

3. **Restrictions on Encumbrances.** No Shareholder shall assign, pledge, grant a security interest in or otherwise permit any lien or encumbrance to attach to any interest in any Restricted Securities, unless (a) the Company is the beneficiary of the same or (b) the beneficiary of the same agrees that it will cause the transferee(s) of such Restricted Securities to execute and deliver to the Company a copy of this Agreement. Any action taken in violation of this restriction shall be null and void.

4. **Voting Agreement Board of Directors.** The Initial Shareholders agree that they shall each have the right to appoint one (1) director to the Board of Directors (as long as they each remain a Shareholder of the Company) and that the Board shall never contain more than three (3) directors. Each Initial Shareholder agrees that they each shall vote their Shares for the election of the director selected by each Initial Shareholder as necessary to elect such person to the Board.

5. **Loan to Loyd Inc.** Mr. DeAngelo will provide a loan in the amount of \$185,000.00 and Mr. Sood will provide a loan of \$40,000.00 (as described in the closing deliveries definition) which will be repaid by the company from earnings pari passu before distribution of any net income (profit).

After loan is paid off - Equity Distribution:

1. For \$1-\$1,000,000.00 in Net Income generated by the company, Christian Dawkins will receive first 15% of Equity distribution. Remaining 85% split between equity holders.
2. For Net Income above \$1,000,001.00 Christian Dawkins will receive first 20% of Income distribution. Remaining 80% split between equity holders. For Example: If the company makes a net income of \$1,500,000 million in a calendar year then Christian will receive 15% of the \$1,000,000 and 20% of the \$500,000 which equal \$250,000 before split.

6. **Legend.** Each certificate evidencing Restricted Securities and each certificate issued in exchange for or upon the Transfer of any Restricted Securities shall be imprinted with a legend in substantially the following form:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER SET FORTH IN THE SHAREHOLDER AGREEMENT DATED AS OF June 12, 2017, AMONG THE ISSUER HEREOF AND ITS SHAREHOLDERS. A COPY OF SUCH AGREEMENT WILL BE FURNISHED BY THE ISSUER TO THE HOLDER HEREOF WITHOUT CHARGE UPON SUCH HOLDER'S WRITTEN REQUEST.

7. **Transferees Bound and Entitled to Benefits.** As a condition precedent to any Transfer of any Restricted Securities, the transferring Shareholder shall cause the transferee(s) to execute and deliver to the Company a copy of this Agreement, whereupon such transferee(s) shall be included in the definition of "Shareholders" hereunder, as the case may be, and shall be subject to the obligations and entitled to the benefits of this Agreement to the same extent as the transferor. Any Transfer made or purportedly made in violation of this restriction shall be null and void, and the Company shall not register or record such attempted Transfer in its books and records.

8. **Miscellaneous.**

(a) **Amendments and Waivers.** This Agreement and its provisions may be amended, terminated or waived only by a writing signed by the Company and the holders of at least 51% of the number of outstanding Shares. Any such amendment, termination or waiver shall be effective only to the extent specifically set forth in such writing. Any amendment, termination or waiver effected in accordance with this Section shall be binding upon each party to this Agreement, whether or not approved by such party.

(b) **Counterparts; Telefacsimile Execution.** This Agreement may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this

Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

(c) Entire Agreement. As described in the introduction to this Agreement, this Agreement contains the entire agreement of the parties with respect to the subject matter hereof and amends, restates and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such matters.

(d) Equitable Relief. The parties acknowledge and agree that each would be irreparably damaged in the event that any of the provisions of this Agreement are not performed by the others in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, and shall have the right to specifically enforce this Agreement and the terms and provisions hereof, in addition to any other remedies available at law or in equity.

(e) Governing Law. This Agreement shall be a contract under the laws of the State of Nevada and for all purposes shall be governed by and construed and enforced in accordance with the laws of said State.

(f) Notices. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder:

(i) shall be in writing;

(ii) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service or telecopier (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address(es) or number(s) set forth below; and

(iii) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office) or a notice to the effect that such addressee refused to accept such communication, if sent by messenger, U.S. mail or express delivery service, or (B) a receipt generated by the sender's telecopier showing that such communication was sent to the appropriate number on a specified date, if sent by telecopier.

All such communications shall be sent to the following addresses or numbers:

Loyd Inc.  
In c/o Christian Dawkins  
755 N Avenue  
Atlanta, GA 30306

If to a Shareholder:

Munish Sood



Jeff DeAngelo  
245 8<sup>th</sup> Avenue  
Suite 883  
New York, NY 10011

(g) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

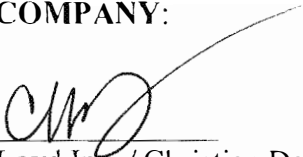
(h) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective heirs, successors and permitted assigns.

(i) Conflicts. In the event that any terms, covenants, conditions or provisions of this Agreement directly or indirectly conflict with or contradict any prior oral or written understandings or agreements of the parties hereto, the terms, covenants, conditions and provisions of this Agreement shall supersede and be controlling.

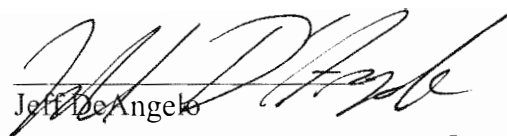

(j) Public Sale. This Agreement shall automatically terminate and be of no further force and effect upon the occurrence of a Public Sale.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**COMPANY:**

  
Loyd Inc. / Christian Dawkins

**SHAREHOLDERS:**

  
Jeff DeAngelo  
  
Munish Sood

**SCHEDULE 1**

<b>Shareholder</b>	<b>No. of Shares</b>	<b>Percent</b>
Christian Dawkins	37,500	50%
	26,250	35%
Jeff DeAngelo		
Munish Sood	11,250	15%
<b>TOTALS</b>	<b><u>75,000</u></b>	<b><u>100%</u></b>