

This Restaurant Share Donation Agreement (Herein referred to as the “Agreement”) entered into this [NUMBER] day of [MONTH] [YEAR] (Herein referred to as the “Effective Date”) by and between:

[NAME OF DONOR COMPANY] (Herein referred to as the “Donor”) a [DESCRIPTION OF RESTAURANT BUSINESS] with address located at [ADDRESS OF DONOR]

And

[NAME OF RECIPIENT FOUNDATION OR ORGANIZATION] (Herein referred to as the “Recipient”) a [DESCRIPTION OF THE ORGANIZATION] with address located at [ADDRESS OF RECIPIENT].

(Donor and the Recipient shall hereon be referred collectively as the “Parties” and individually as the “Party”)

WHEREAS, the Donor is a duly registered organization existing under the laws of the state of [ENTER STATE] engaged in the business of [DESCRIPTION OF RESTAURANT BUSINESS] and having registered shares of stocks as seen on the document attached to this Agreement.;

WHEREAS, the Donor wishes to transfer and convey [NUMBER OR PERCENT] shares of registered stock to the Recipient free and with no encumbrances or liens on the Effective Date first mentioned above under the terms and provisions of this Agreement.

WHEREAS, the Recipient agrees and accepts the transfer of above mentioned shares of stocks under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth under this Agreement, to which both Parties confirm receipt and efficacy hereof, the Donor and Recipient agree to the following:

1. **ACCEPTANCE OF DONATED SHARES**

Based upon the terms and provisions set forth by this Agreement, the Donor hereby donates to the Recipient and the Recipient accepts [ALPHANUMERIC NUMBER] [NUMERIC NUMBER] shares of outstanding common stock of [SPECIFY YOUR RESTAURANT NAME] having certificate number [NUMERIC NUMBER] (Herein to referred as the “Shares”)

[4412 Roosevelt Street, San Francisco, CA 94114]

[+1 415 359 1127 | hello@gourmet.com]

[gourmet.com]

1. **ASSIGNMENT AND ACCEPTANCE**

In accordance to the [DONOR NAME] Shareholder and Rights Agreement [ENTER SPECIFIC DESCRIPTION OF DONOR COMPANY SHAREHOLDER AND RIGHTS AGREEMENT. BY AND BETWEEN WHO AND THE EFFECTIVE DATE OF SUCH SHAREHOLDER AGREEMENT], the Donor is transferring the Shares and rights to the Recipient and the Recipient accepts and agrees to be bound by the terms and conditions of the Shareholder and Rights Agreement as required for by such an agreement relating to the shares and the rights to the shares of [SPECIFY YOUR RESTAURANT NAME].

1. **DIVIDENDS**

Proceeds from shares of stocks after the Effective Date shall be made available and entitled to the Recipient as well as any and all payments and securities entitled to any shareholder including any new security shall be subject for inclusion in the Shares under this Agreement.

1. **RECIPIENT’S GUARANTEE**

The Recipient guarantees to the Donor that the acceptance of the Shares are for the intent of investment and as such shall not and will not consider the sale of such accepted Shares indefinitely.

1. **MISCELLANEOUS**
	1. This Agreement shall not be assigned or transferred without any prior approval from the Donor.
	2. In cases where any one of the terms and provisions of this Agreement is determined illegal or unenforceable, the other remaining terms shall remain in full force and effect and shall not otherwise be affected by such invalidity.
	3. Any waiver of either Party to the terms and provisions of this Agreement shall not constitute a waiver to any subsequent breach or violation of such term or any other terms and provisions of this Agreement.
	4. Both Parties to this Agreement agree having this Agreement to be governed and interpreted under the jurisdiction of the courts of the state of [NAME OF STATE]. Any disputes arising out from the execution of this Agreement shall be settled under the competent courts of the aforementioned.
	5. No changes or amendments may be done to this Agreement except done through an instrument in writing and signed by both Parties to this Agreement.
	6. Any communication in writing between the Parties shall be done and delivered to the following addresses:

**The Donor:**

[NAME OF DONOR REPRESENTATIVE]

[ROLE OR POSITION]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[CONTACT INFORMATION]

**The Recipient:**

[NAME OF RECIPIENT REPRESENTATIVE]

[ROLE OR POSITION]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[CONTACT INFORMATION]

Any notice made to the other Party shall be considered accepted when personally delivered or addressed to the above via receipt requested certified mail.

IN WITNESS WHEREOF, both Parties have signed and executed this Share Donation Agreement on the Effective Date first mentioned above.

[NAME AND SIGNATURE OF DONOR REPRESENTATIVE]

[ROLE OR POSITION]

[NAME OF RESTAURANT]

[CONTACT INFORMATION]

[DATE SIGNED]

[NAME AND SIGNATURE OF RECIPIENT REPRESENTATIVE]

[ROLE OR POSITION]

[NAME OF RECIPIENT COMPANY]

[CONTACT INFORMATION]

[DATE SIGNED]