

SHAREHOLDERS' AGREEMENT

This Shareholders' Agreement ("Agreement") is made between The Colt Foundation (the "Corporation") and Plura72 (the "Shareholder").

1. PARTIES

1.1 The Corporation: The Colt Foundation, registered in the Commonwealth of Redmont

1.2 The Shareholder: Plura72, owner of 100% of the Corporation's shares

2. OWNERSHIP AND EQUITY

2.1 Initial Ownership: The Shareholder owns 100% of all issued shares.

2.2 Share Issuance: The Corporation may issue additional shares with Shareholder approval.

2.3 Right of First Refusal: Existing shareholders shall have first opportunity to purchase any new shares before offering to outside parties.

3. MANAGEMENT AND DECISION-MAKING

3.1 Authority: All significant business decisions require Shareholder approval.

3.2 Management Suggestions: Company members may suggest ideas and propose changes for Shareholder consideration.

3.3 Meetings: Management meetings shall be held at least monthly to review operations.

4. ROLES AND RESPONSIBILITIES

4.1 President/CEO: Overall leadership and final decision authority

4.2 Vice President/Vice CEO: Supports President and acts in President's absence

4.3 Head Accountant: Manages financial records and reporting

4.4 Legal Counsel: Provides legal guidance

4.5 Medicine Chief: Oversees health and safety matters

5. TRANSFER OF SHARES

5.1 Transfer Process: Shares may be transferred following standard market procedures.

5.2 Right of First Refusal: Existing shareholders shall have first opportunity to purchase shares offered for sale.

5.3 Transfer Documentation: All share transfers must be documented and reported to the Department of Commerce.

6. DIVIDENDS AND DISTRIBUTIONS

6.1 Dividend Authority: The President/CEO shall determine when dividends are declared.

7. DISPUTE RESOLUTION

7.1 Internal Resolution: All disputes shall first be addressed through peaceful internal discussion.

7.2 Mediation: If internal resolution fails, disputes shall be submitted to a neutral mediator.

7.3 Arbitration: If mediation fails, disputes shall be resolved through binding arbitration under Redmont law.

8. EXIT STRATEGIES

8.1 Share Sale: Shareholders wishing to exit shall follow the share transfer procedures in Section 5.

8.2 Company Sale: Sale of the entire Corporation requires approval of shareholders representing at least 75% of shares.

8.3 Dissolution: Corporation dissolution requires approval of shareholders representing at least 75% of shares.

9. CONFIDENTIALITY AND NON-COMPETE

9.1 Confidentiality: Company decisions and information shall be recorded and kept confidential.

9.2 Record Keeping: Company records shall be maintained by the Head Accountant.

9.3 Non-Compete: Management shall not engage in competing businesses during their tenure and for one year after leaving.

10. FINANCING ARRANGEMENTS

10.1 Funding Sources: The Corporation may raise funds through:

- (a) Donations
- (b) Product sales
- (c) Premium services (such as Colt+)
- (d) Share issuance

10.2 Emergency Funding: In emergencies, the Corporation may sell additional shares or seek loans.

11. BOARD OF DIRECTORS

11.1 Initial Board: The Shareholder shall serve as the sole director until additional directors are appointed.

11.2 Future Board: As the company grows, additional directors may be appointed with Shareholder approval.

12. RESERVED MATTERS

12.1 Shareholder Approval: The following matters require explicit Shareholder approval:

- (a) Changes to corporate structure
- (b) Issuance of new shares
- (c) Declaration of dividends
- (d) Major asset purchases or sales
- (e) Changes to business focus
- (f) Appointment of key management

13. SHAREHOLDER INFORMATION AND MEETINGS

13.1 Financial Reports: Regular financial reports shall be provided to all shareholders.

13.2 Business Plans: Future business expansion plans shall be shared with all shareholders.

13.3 Meetings: Shareholder meetings shall be held at least quarterly.

14. AMENDMENTS

14.1 This Agreement may be amended only with the written consent of shareholders representing at least 75% of shares.

15. GOVERNING LAW

15.1 This Agreement shall be governed by the laws of the Commonwealth of Redmont.

