

FTL Properties

Shareholder's Agreement

This shareholder's Agreement (**the "Agreement"**) is made and entered into as of the 5th of July 2025, and between FTL Properties (**the "Company"**), a company registered in the Commonwealth of Redmont, and each individual or entity that holds shares in the company (collectively, **the "Shareholders"**).

Purpose:

This Agreement is established to dictate the relationship between the Shareholders and the Company and to define their respective rights and obligations.

Definitions:

- **"Agreement"** refers to this Shareholder's Agreement.
- **"Board of Directors"** or **"Board"** refers to the governing body of the Company.
- **"Class A Shares"** refers to the voting equity shares of the Company.
- **"Class B Shares"** refers to the non-voting equity shares of the Company.
- **"Company"** refers to FTL Properties.
- **"Shareholder"** refers to any holder of Class A or Class B shares.
- **"Right of First Refusal"** refers to the right of existing Class A Shareholders to purchase shares from a selling Shareholder before they are offered to a third party.
- **"The Exchange Inc."** refers to the company registered in the Commonwealth of Redmont by the same name, and the company which will float FTL Properties shares.

(a) Ownership and Equity Distribution.

1. **Share structure:** The Company is permitted to issue two classes of shares:
 - 1.1. **Class A Shares:** These shares have voting rights, with each share entitling the holder to one (1) vote on matters requiring Shareholder approval.
 - 1.2. **Class B Shares:** These shares do not have any voting rights.
2. **Initial Capitalisation:** Upon execution of this agreement, the Company's capital structure shall be:
 - 2.1 **100 Class A Shares** issued to 12700k
 - 2.2 **10,000 Class B Shares** held by the Company, available for future issuance via public offering, private placement, or other means as determined by the board.
3. **Issuance of New Shares:** The Board of Directors may authorise the issuance of new shares (both Class A and Class B) at any time.
4. **Pre-emptive Rights:** Existing holders of Class A Shares shall have a pre-emptive right to purchase any newly issued Class A Shares on a pro-rata basis, to prevent the dilution of their voting control. This right does not apply to the issuance of Class B Shares.

(b) Management and Decision-Making.

1. **Board of Directors:** The business and affairs of the Company shall be managed by or under the direction of the Board of Directors.
2. **Appointment of Directors:** Directors shall be elected by a majority vote of the holders of Class A Shares.
3. **Voting Rights:** All voting power is vested exclusively in the holders of Class A Shares. Major decisions not reserved for Shareholders shall be made by a majority vote of the Board of Directors.

(c) Roles and Responsibilities.

1. **Shareholders:** The primary role of Shareholders is to provide capital, elect the Board of Directors, and approve matters reserved for their decision.
2. **Board of Directors:** The Board is responsible for setting the Company's strategic direction, overseeing management, and making key operational and financial decisions.
3. **Initial Management:** 12700k shall serve as the initial Director and Chief Executive Officer (CEO) of the Company.

(d) Transfer of Shares.

1. **Class B Shares:** Class B Shares are freely transferable without restriction, subject to compliance with any applicable stock exchange rules following an IPO.
2. **Class A Shares:** The transfer of Class A Shares is restricted. Any holder of Class A Shares wishing to sell or transfer their shares must first offer them to the other existing Class A Shareholders under a **Right of First Refusal**. If the other Class A Shareholders decline to purchase the shares, the selling Shareholder may then sell them to a pre-approved third party on the same terms and conditions.
3. **Valuation:** For the purpose of the Right of First Refusal or other buy-sell provisions, the value of shares shall be determined as the fair market value agreed upon by the parties, or, failing an agreement, as determined in good faith by the Board of Directors.

(e) Dividends and Distributions.

1. The declaration and payment of any dividends or other distributions to Shareholders shall be at the sole discretion of the Board of Directors. The Board will consider the Company's financial health, profitability, and capital needs before declaring any dividends.
2. All distributions shall be made pro-rata among the holders of shares within the same class.

(f) Dispute Resolution.

1. In the event of a dispute arising between Shareholders or between a Shareholder and the Company, the parties shall first attempt to resolve the issue through good-faith negotiations.

2. If negotiations fail within 30 days, the dispute shall be submitted to formal mediation with a neutral mediator mutually agreed upon by the parties.

(g) Exit Strategies.

1. **Triggering Events:** The provisions in this section are triggered by a Shareholder's death, permanent incapacitation, or stated desire to fully divest from the Company.
2. **Succession of 12700k:** In the event of the death or permanent incapacitation of 12700k:
 - (i) All **Class A Shares** held by 12700k shall automatically be transferred to the individual who holds the next largest number of Class A Shares. In the event no other Class A Shareholders exist at that time, the shares shall be transferred to a successor designated by 12700k in a separate written notice provided to the Company.
 - (ii) All **Class B Shares** held by 12700k shall be repurchased by the Company at fair market value and subsequently canceled.
3. **Drag-Along Rights:** If holders of more than 75% of the Class A Shares agree to sell their shares to a third party, they shall have the right to "drag along" the remaining Class A Shareholders, forcing them to sell their shares on the same terms and conditions.
4. **Tag-Along Rights:** If any holder of Class A Shares proposes to sell their shares, the other Class A Shareholders shall have the right to "tag along" and participate in the sale on a pro-rata basis under the same terms and conditions.

(h) Confidentiality and Non-Compete.

1. **Confidentiality:** All Shareholders agree to maintain the confidentiality of the Company's proprietary information, trade secrets, financial data, and business strategies.
2. **Non-Compete:** Any Shareholder holding five percent (5%) or more of the total issued shares (of any class) is prohibited from owning, managing, operating, or consulting for any business that directly competes with the primary business activities of FTL Properties. This restriction shall be in effect for the duration that they are a Shareholder.

(i) Financing Agreements.

1. The Company may secure funding through debt (loans) or equity (sale of shares) as determined by the Board of Directors.
2. Any equity financing that involves the issuance of new shares shall be conducted in accordance with Section (a) of this Agreement.
3. The Company confirms that, as of the date of this Agreement, there are no pre-existing financing arrangements, loans, or debts owed by the Company.

(j) Parties to the Agreement.

1. The parties bound by this Agreement are FTL Properties and every person or entity who acquires and holds shares in the Company. By accepting shares, a Shareholder automatically agrees to be bound by the terms herein.

(k) Board of Directors.

1. **Role:** The Board of Directors shall oversee the strategic direction and governance of the Company.
2. **Composition and Selection:** The Board shall consist of at least one (1) Director. The initial Board shall consist solely of 12700k. New Directors are elected by a majority vote of Class A Shares.
3. **Meetings:** Board meetings shall be held as needed and can be called by any Director. A majority of Directors must be present for a vote to be constituted to be valid.

(l) Shareholder Information.

1. **Information Rights:** The Company shall provide Shareholders with updates on its financial performance and operations as required by “**The Exchange Inc.**”