Shareholders’ Agreement of Citadel Bank Inc.

This Shareholders’ Agreement (the “Agreement”) is entered into and made effective as of the date of incorporation by and between:

- **Alta Group Corporation** (“Alta”), a duly incorporated entity in the Commonwealth of Redmont, as sole shareholder of Citadel Bank Inc. (the “Corporation”).

Article I – Purpose

This Agreement governs the rights and obligations of Alta as sole shareholder of the Corporation and confirms Alta’s exclusive control over the governance, operations, and ownership of Citadel Bank Inc.

Article II – Share Ownership

1. Alta is the **sole Class A shareholder**, holding **1,000 shares at $10 par value each**, constituting **100% ownership and voting control** of the Corporation.

2. No additional shares shall be issued without the prior written approval of Alta.

Article III – Governance Rights

1. Alta shall retain the exclusive right to:

    - Appoint and remove directors;

    - Appoint and remove officers;

    - Amend or repeal the Certificate of Incorporation and Bylaws;

- Authorize issuance of additional shares or securities;
- Approve mergers, acquisitions, or dissolution.

2. Any action by the Board of Directors shall remain subject to Alta's veto or ratification.

Article IV – Board of Directors & Officers

1. The initial Board of Directors consists of:
   - **12700k** – President
   - **Razorsharpbread** – Chief Executive Officer
2. **President (12700k)** shall hold permanent appointment unless resigned, incapacitated, or retired, and retains veto authority over all Board decisions.
3. **CEO (Razorsharpbread)** shall serve subject to Alta's discretion and may resign with 14 days' notice or be removed for cause.

Article V – Transfer of Shares

1. Alta shall not transfer or assign any shares of the Corporation except to a wholly owned subsidiary or as otherwise approved by Alta.
2. Any attempted transfer in violation of this Agreement shall be null and void.

Article VI – Dispute Resolution

1. Any disputes under this Agreement shall first be resolved internally by Alta.
2. If unresolved, disputes shall be subject to arbitration under the Legal Entity Act of the Commonwealth of Redmont, with Alta retaining final authority over settlement decisions.

Article VII – Term & Termination

1. This Agreement shall remain in effect so long as Alta remains the sole Class A shareholder of the Corporation.

2. This Agreement shall terminate upon dissolution of the Corporation.

Article VIII – Miscellaneous

1. This Agreement constitutes the entire agreement between Alta and the Corporation regarding shareholding and governance.

2. Amendments may only be made in writing by Alta.

Executed and adopted on behalf of the sole Class A shareholder, Alta Group Corporation:

12700k
President
Alta Group Corporation