

INTERCOMPANY DEBT REPAYMENT

This Intercompany Debt Repayment ("Agreement") is effective June 26, 2023 (the "Closing Date"), by and between LARP Holdings Ltd., dba RbxGold ("RbxGold") a Belize entity with registration number 000007166, and PR Entertainment N.V., dba Shock ("Shock") a Curacao entity with registration number 163398 (each a "Party" and collectively referred to herein as the "Parties").

RECITALS:

WHEREAS, Shock needs operating capital to pay for software development and other services.

WHEREAS, RbxGold has the ability to loan \$40,000 per month for 24 months totaling \$960,000 to Shock pursuant to the terms of this intercompany debt agreement.

WHEREAS, RbxGold has sufficient capital to loan \$960,000, to Shock.

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Recitals Are Material. The Parties agree that the "Recitals" set forth above constitute material representations and terms of this Agreement upon which the Parties are relying and, as such, are incorporated herein by reference.

2. Payment of RbxGold's Note. The Parties hereby agree that, upon execution of this Agreement, RbxGold will make a loan to Shock in the amount nine hundred sixty thousand and 0/100 (\$960,000.00) (the "Debt Amount").

- The Debt Amount is comprised of the historical payments identified in the recitals, if any, and 24 payments of \$40,000 each from RbxGold to Shock. The first \$40,000 payment from RbxGold to Shock will begin in April 2024.
- The Debt Amount will be subject to 8% interest annually and amortized over a ten-year period that begins in April 2024 with a balloon payment.
- Shock will be responsible for making one hundred twenty (120) monthly payments of \$10,000 to RbxGold pursuant to this Agreement beginning in April 2025.
- There is no penalty for paying off any remaining balance early.
- A balloon payment is scheduled for April 2035.
- See attached repayment schedule.

3. Representation by Counsel. The Parties acknowledge and represent that: (a) each has read the Agreement; (b) each clearly understands the Agreement and each of its terms; (c) each fully and unconditionally consents to the terms of this Agreement; (d) each has had the benefit and advice of counsel of its own selection, or has had the opportunity to consult with counsel of its own selection; (e) each has executed this Agreement freely, with knowledge, and without influence or duress; (f) each is not relying upon any other representations, either written or oral, express or implied, made to them by any person other than as described herein; and (g) the consideration received by them has been actual and adequate.

4. General Representations and Warranties. Each Party to this Agreement represents and warrants to the others as follows:

(a) Prior to the execution of this Agreement they apprised themselves of sufficient data and information in order that they might intelligently exercise their own judgment in deciding whether to execute this Agreement and in deciding on the contents of this Agreement.

(b) The decision to execute this Agreement is not predicated on or influenced by any declarations or representations not set forth in this Agreement by any other person or Party or any predecessors in interest, successors, assigns, officers, directors, employees, agents, representatives or attorneys of any said person or Party.

(c) They have full authority to execute this Agreement.

(d) They will take all steps reasonably necessary to effectuate the intent and purpose of this Agreement including without limitation, preparing and executing all necessary documentation.

5. Binding on Related Parties. This Agreement shall be binding on and inure to the benefit of the Parties and their respective predecessors, successors, estates, executors, administrators, personal representatives, heirs, parents, subsidiaries, beneficiaries, affiliates, and assigns.

6. Integrated Agreement. It is understood and agreed by the Parties that all understandings and agreements heretofore had between or among the Parties with respect to matters covered by this Agreement are merged into this Agreement, which fully and completely expresses the Parties' agreement. This Agreement constitutes the entire agreement amongst the Parties with respect to the subject matter hereof and supersedes any and all prior agreements amongst these Parties. This Agreement shall not be modified except by written agreement duly executed by or on behalf of each of the Parties and dated subsequent hereto.

7. Governing Law; Venue. This Agreement will be construed and interpreted in accordance with, and any dispute or controversy arising from any breach or asserted breach of this Agreement will be governed by, the laws of the State of Minnesota, without regard to any choice of law rules. Any action brought to enforce or interpret this Agreement must be brought in the state or federal courts for the State of Minnesota, and the Parties hereby consent to the jurisdiction and venue of such courts in the event of any dispute. Each of the Parties knowingly and voluntarily waives all right to trial by jury in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A signature by facsimile, photocopy or pdf shall be deemed to have the same effect as an original signature. Once each Party to the Agreement has executed a copy of the Agreement, the Agreement shall be considered fully executed and effective, notwithstanding that all Parties have not executed the same copy hereof.

9. Severability. The provisions of this Agreement are severable. If any provision of the Agreement is declared invalid or unenforceable, the ruling will not affect the validity and enforceability of any other provision of the Agreement.

10. Negotiated Agreement. This Agreement is the result of negotiation between the Parties and/or their respective counsel. This Agreement will be interpreted fairly in accordance with its terms and conditions and without any strict construction in favor of any Party. Any ambiguity shall not be interpreted against the drafting Party.

[Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement effective as of the day, month and year above written.

LARP Holdings Ltd., dba RbxGold:

By:



Charalampos Lafazanis, as Power of Attorney

PR Entertainment, N.V. dba Shock Casino:

By:



Charalampos Lafazanis, as Power of Attorney

Repayment Schedule

LARP Holdings Ltd., dba RbxGold ("RbxGold") a Belize entity with registration number 000007166,
and PR Entertainment N.V., dba Shock ("Shock") a Curacao entity with registration number 163398

Date	Principal Balance	Payment Amount	Principal	Interest	Notes
3/31/2024	\$ 960,000.00				
4/30/2024	\$ 966,400.00	\$0.00	\$0.00	\$6,400.00	
5/31/2024	\$ 972,842.67	\$0.00	\$0.00	\$6,442.67	
6/30/2024	\$ 979,328.28	\$0.00	\$0.00	\$6,485.62	
7/31/2024	\$ 985,857.14	\$0.00	\$0.00	\$6,528.86	
8/31/2024	\$ 992,429.52	\$0.00	\$0.00	\$6,572.38	
9/30/2024	\$ 999,045.72	\$0.00	\$0.00	\$6,616.20	
10/31/2024	\$ 1,005,706.02	\$0.00	\$0.00	\$6,660.30	
11/30/2024	\$ 1,012,410.73	\$0.00	\$0.00	\$6,704.71	
12/31/2024	\$ 1,019,160.13	\$0.00	\$0.00	\$6,749.40	
1/31/2025	\$ 1,025,954.53	\$0.00	\$0.00	\$6,794.40	
2/28/2025	\$ 1,032,794.23	\$0.00	\$0.00	\$6,839.70	
3/31/2025	\$ 1,039,679.53	\$0.00	\$0.00	\$6,885.29	
4/30/2025	\$ 1,036,610.72	\$10,000.00	\$3,068.80	\$6,931.20	
5/31/2025	\$ 1,033,521.46	\$10,000.00	\$3,089.26	\$6,910.74	
6/30/2025	\$ 1,030,411.60	\$10,000.00	\$3,109.86	\$6,890.14	
7/31/2025	\$ 1,027,281.02	\$10,000.00	\$3,130.59	\$6,869.41	
8/31/2025	\$ 1,024,129.56	\$10,000.00	\$3,151.46	\$6,848.54	
9/30/2025	\$ 1,020,957.09	\$10,000.00	\$3,172.47	\$6,827.53	
10/31/2025	\$ 1,017,763.47	\$10,000.00	\$3,193.62	\$6,806.38	
11/30/2025	\$ 1,014,548.56	\$10,000.00	\$3,214.91	\$6,785.09	
12/31/2025	\$ 1,011,312.21	\$10,000.00	\$3,236.34	\$6,763.66	
1/31/2026	\$ 1,008,054.29	\$10,000.00	\$3,257.92	\$6,742.08	
2/28/2026	\$ 1,004,774.66	\$10,000.00	\$3,279.64	\$6,720.36	
3/31/2026	\$ 1,001,473.15	\$10,000.00	\$3,301.50	\$6,698.50	
4/30/2026	\$ 998,149.64	\$10,000.00	\$3,323.51	\$6,676.49	
5/31/2026	\$ 994,803.97	\$10,000.00	\$3,345.67	\$6,654.33	
6/30/2026	\$ 991,436.00	\$10,000.00	\$3,367.97	\$6,632.03	
7/31/2026	\$ 988,045.57	\$10,000.00	\$3,390.43	\$6,609.57	
8/31/2026	\$ 984,632.54	\$10,000.00	\$3,413.03	\$6,586.97	
9/30/2026	\$ 981,196.76	\$10,000.00	\$3,435.78	\$6,564.22	
10/31/2026	\$ 977,738.07	\$10,000.00	\$3,458.69	\$6,541.31	
11/30/2026	\$ 974,256.33	\$10,000.00	\$3,481.75	\$6,518.25	
12/31/2026	\$ 970,751.37	\$10,000.00	\$3,504.96	\$6,495.04	
1/31/2027	\$ 967,223.04	\$10,000.00	\$3,528.32	\$6,471.68	
2/28/2027	\$ 963,671.20	\$10,000.00	\$3,551.85	\$6,448.15	
3/31/2027	\$ 960,095.67	\$10,000.00	\$3,575.53	\$6,424.47	
4/30/2027	\$ 956,496.31	\$10,000.00	\$3,599.36	\$6,400.64	
5/31/2027	\$ 952,872.95	\$10,000.00	\$3,623.36	\$6,376.64	
6/30/2027	\$ 949,225.44	\$10,000.00	\$3,647.51	\$6,352.49	
7/31/2027	\$ 945,553.61	\$10,000.00	\$3,671.83	\$6,328.17	
8/31/2027	\$ 941,857.30	\$10,000.00	\$3,696.31	\$6,303.69	

Repayment Schedule

LARP Holdings Ltd., dba RbxGold ("RbxGold") a Belize entity with registration number 000007166,
and PR Entertainment N.V., dba Shock ("Shock") a Curacao entity with registration number 163398

Date	Principal Balance	Payment Amount	Principal	Interest	Notes
9/30/2027	\$ 938,136.35	\$10,000.00	\$3,720.95	\$6,279.05	
10/31/2027	\$ 934,390.59	\$10,000.00	\$3,745.76	\$6,254.24	
11/30/2027	\$ 930,619.86	\$10,000.00	\$3,770.73	\$6,229.27	
12/31/2027	\$ 926,823.99	\$10,000.00	\$3,795.87	\$6,204.13	
1/31/2028	\$ 923,002.82	\$10,000.00	\$3,821.17	\$6,178.83	
2/29/2028	\$ 919,156.17	\$10,000.00	\$3,846.65	\$6,153.35	
3/31/2028	\$ 915,283.88	\$10,000.00	\$3,872.29	\$6,127.71	
4/30/2028	\$ 911,385.77	\$10,000.00	\$3,898.11	\$6,101.89	
5/31/2028	\$ 907,461.68	\$10,000.00	\$3,924.09	\$6,075.91	
6/30/2028	\$ 903,511.42	\$10,000.00	\$3,950.26	\$6,049.74	
7/31/2028	\$ 899,534.83	\$10,000.00	\$3,976.59	\$6,023.41	
8/31/2028	\$ 895,531.73	\$10,000.00	\$4,003.10	\$5,996.90	
9/30/2028	\$ 891,501.94	\$10,000.00	\$4,029.79	\$5,970.21	
10/31/2028	\$ 887,445.29	\$10,000.00	\$4,056.65	\$5,943.35	
11/30/2028	\$ 883,361.59	\$10,000.00	\$4,083.70	\$5,916.30	
12/31/2028	\$ 879,250.67	\$10,000.00	\$4,110.92	\$5,889.08	
1/31/2029	\$ 875,112.34	\$10,000.00	\$4,138.33	\$5,861.67	
2/28/2029	\$ 870,946.42	\$10,000.00	\$4,165.92	\$5,834.08	
3/31/2029	\$ 866,752.73	\$10,000.00	\$4,193.69	\$5,806.31	
4/30/2029	\$ 862,531.08	\$10,000.00	\$4,221.65	\$5,778.35	
5/31/2029	\$ 858,281.29	\$10,000.00	\$4,249.79	\$5,750.21	
6/30/2029	\$ 854,003.16	\$10,000.00	\$4,278.12	\$5,721.88	
7/31/2029	\$ 849,696.52	\$10,000.00	\$4,306.65	\$5,693.35	
8/31/2029	\$ 845,361.16	\$10,000.00	\$4,335.36	\$5,664.64	
9/30/2029	\$ 840,996.90	\$10,000.00	\$4,364.26	\$5,635.74	
10/31/2029	\$ 836,603.55	\$10,000.00	\$4,393.35	\$5,606.65	
11/30/2029	\$ 832,180.91	\$10,000.00	\$4,422.64	\$5,577.36	
12/31/2029	\$ 827,728.78	\$10,000.00	\$4,452.13	\$5,547.87	
1/31/2030	\$ 823,246.97	\$10,000.00	\$4,481.81	\$5,518.19	
2/28/2030	\$ 818,735.28	\$10,000.00	\$4,511.69	\$5,488.31	
3/31/2030	\$ 814,193.52	\$10,000.00	\$4,541.76	\$5,458.24	
4/30/2030	\$ 809,621.47	\$10,000.00	\$4,572.04	\$5,427.96	
5/31/2030	\$ 805,018.95	\$10,000.00	\$4,602.52	\$5,397.48	
6/30/2030	\$ 800,385.74	\$10,000.00	\$4,633.21	\$5,366.79	
7/31/2030	\$ 795,721.65	\$10,000.00	\$4,664.10	\$5,335.90	
8/31/2030	\$ 791,026.46	\$10,000.00	\$4,695.19	\$5,304.81	
9/30/2030	\$ 786,299.97	\$10,000.00	\$4,726.49	\$5,273.51	
10/31/2030	\$ 781,541.97	\$10,000.00	\$4,758.00	\$5,242.00	
11/30/2030	\$ 776,752.25	\$10,000.00	\$4,789.72	\$5,210.28	
12/31/2030	\$ 771,930.60	\$10,000.00	\$4,821.65	\$5,178.35	
1/31/2031	\$ 767,076.80	\$10,000.00	\$4,853.80	\$5,146.20	
2/28/2031	\$ 762,190.65	\$10,000.00	\$4,886.15	\$5,113.85	

Repayment Schedule

LARP Holdings Ltd., dba RbxGold ("RbxGold") a Belize entity with registration number 000007166,
and PR Entertainment N.V., dba Shock ("Shock") a Curacao entity with registration number 163398

Date	Principal Balance	Payment Amount	Principal	Interest	Notes
3/31/2031	\$ 757,271.92	\$10,000.00	\$4,918.73	\$5,081.27	
4/30/2031	\$ 752,320.40	\$10,000.00	\$4,951.52	\$5,048.48	
5/31/2031	\$ 747,335.87	\$10,000.00	\$4,984.53	\$5,015.47	
6/30/2031	\$ 742,318.11	\$10,000.00	\$5,017.76	\$4,982.24	
7/31/2031	\$ 737,266.89	\$10,000.00	\$5,051.21	\$4,948.79	
8/31/2031	\$ 732,182.01	\$10,000.00	\$5,084.89	\$4,915.11	
9/30/2031	\$ 727,063.22	\$10,000.00	\$5,118.79	\$4,881.21	
10/31/2031	\$ 721,910.31	\$10,000.00	\$5,152.91	\$4,847.09	
11/30/2031	\$ 716,723.04	\$10,000.00	\$5,187.26	\$4,812.74	
12/31/2031	\$ 711,501.20	\$10,000.00	\$5,221.85	\$4,778.15	
1/31/2032	\$ 706,244.54	\$10,000.00	\$5,256.66	\$4,743.34	
2/29/2032	\$ 700,952.84	\$10,000.00	\$5,291.70	\$4,708.30	
3/31/2032	\$ 695,625.85	\$10,000.00	\$5,326.98	\$4,673.02	
4/30/2032	\$ 690,263.36	\$10,000.00	\$5,362.49	\$4,637.51	
5/31/2032	\$ 684,865.12	\$10,000.00	\$5,398.24	\$4,601.76	
6/30/2032	\$ 679,430.88	\$10,000.00	\$5,434.23	\$4,565.77	
7/31/2032	\$ 673,960.42	\$10,000.00	\$5,470.46	\$4,529.54	
8/31/2032	\$ 668,453.49	\$10,000.00	\$5,506.93	\$4,493.07	
9/30/2032	\$ 662,909.85	\$10,000.00	\$5,543.64	\$4,456.36	
10/31/2032	\$ 657,329.25	\$10,000.00	\$5,580.60	\$4,419.40	
11/30/2032	\$ 651,711.44	\$10,000.00	\$5,617.81	\$4,382.19	
12/31/2032	\$ 646,056.19	\$10,000.00	\$5,655.26	\$4,344.74	
1/31/2033	\$ 640,363.23	\$10,000.00	\$5,692.96	\$4,307.04	
2/28/2033	\$ 634,632.31	\$10,000.00	\$5,730.91	\$4,269.09	
3/31/2033	\$ 628,863.20	\$10,000.00	\$5,769.12	\$4,230.88	
4/30/2033	\$ 623,055.62	\$10,000.00	\$5,807.58	\$4,192.42	
5/31/2033	\$ 617,209.32	\$10,000.00	\$5,846.30	\$4,153.70	
6/30/2033	\$ 611,324.05	\$10,000.00	\$5,885.27	\$4,114.73	
7/31/2033	\$ 605,399.54	\$10,000.00	\$5,924.51	\$4,075.49	
8/31/2033	\$ 599,435.54	\$10,000.00	\$5,964.00	\$4,036.00	
9/30/2033	\$ 593,431.78	\$10,000.00	\$6,003.76	\$3,996.24	
10/31/2033	\$ 587,387.99	\$10,000.00	\$6,043.79	\$3,956.21	
11/30/2033	\$ 581,303.91	\$10,000.00	\$6,084.08	\$3,915.92	
12/31/2033	\$ 575,179.27	\$10,000.00	\$6,124.64	\$3,875.36	
1/31/2034	\$ 569,013.80	\$10,000.00	\$6,165.47	\$3,834.53	
2/28/2034	\$ 562,807.22	\$10,000.00	\$6,206.57	\$3,793.43	
3/31/2034	\$ 556,559.27	\$10,000.00	\$6,247.95	\$3,752.05	
4/30/2034	\$ 550,269.67	\$10,000.00	\$6,289.60	\$3,710.40	
5/31/2034	\$ 543,938.13	\$10,000.00	\$6,331.54	\$3,668.46	
6/30/2034	\$ 537,564.39	\$10,000.00	\$6,373.75	\$3,626.25	
7/31/2034	\$ 531,148.15	\$10,000.00	\$6,416.24	\$3,583.76	
8/31/2034	\$ 524,689.14	\$10,000.00	\$6,459.01	\$3,540.99	

Repayment Schedule

LARP Holdings Ltd., dba RbxGold ("RbxGold") a Belize entity with registration number 000007166, and PR Entertainment N.V., dba Shock ("Shock") a Curacao entity with registration number 163398

Date	Principal Balance	Payment Amount	Principal	Interest	Notes
9/30/2034	\$ 518,187.06	\$10,000.00	\$6,502.07	\$3,497.93	
10/31/2034	\$ 511,641.64	\$10,000.00	\$6,545.42	\$3,454.58	
11/30/2034	\$ 505,052.59	\$10,000.00	\$6,589.06	\$3,410.94	
12/31/2034	\$ 498,419.61	\$10,000.00	\$6,632.98	\$3,367.02	
1/31/2035	\$ 491,742.40	\$10,000.00	\$6,677.20	\$3,322.80	
2/28/2035	\$ 485,020.69	\$10,000.00	\$6,721.72	\$3,278.28	
3/31/2035	\$ 478,254.16	\$10,000.00	\$6,766.53	\$3,233.47	
4/30/2035	Balloon Payment				

Title	2024.03.29 - Pidwin - Messerschmidt -Intercompany Debt -.....
File name	2024.03.29%20-%20...dings%2C%20Lt.pdf
Document ID	140a51ad9951c55d810c1e615aa7fd4970b721d2
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



03 / 29 / 2024
14:14:47 UTC

Sent for signature to Charalampos Lafazanis
(lafazanischambers@yahoo.com) from mnolan@trautlaw.com
IP: 198.74.58.62



04 / 16 / 2024
06:10:02 UTC

Viewed by Charalampos Lafazanis
(lafazanischambers@yahoo.com)
IP: 213.149.185.70



04 / 16 / 2024
06:14:06 UTC

Signed by Charalampos Lafazanis
(lafazanischambers@yahoo.com)
IP: 213.149.185.70



COMPLETED

04 / 16 / 2024
06:14:06 UTC

The document has been completed.