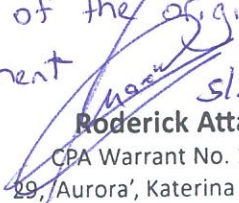


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document

 5/2/24
Roderick Attard

CPA Warrant No. 11349

29, Aurora, Katerina Vitale Str,

Santa Lucia. SLC1800

SHARE TRANSFER AGREEMENT

Ashmar B.V., a company incorporated in Curacao, with offices at Fokkerweg 46 B+C,
Willemstad, Curacao with company registration number 162727; further to be referred to as
"Transferor",

and

Religa Ltd, a company incorporated in Malta, with offices at Level-4, Portomaso Marina,
Portomaso, San Giljan, PTM 4010, Malta, with company registration number C 101103;
further to be referred to as "Transferee",

Taking into consideration that:

The Transferor holds all of the issued and outstanding shares in Religa B.V., a limited liability
company established at Zuikertuintjeweg z/n in Curaçao, registered at the Curaçao Chamber
of Commerce & Industry under number 168011, further to be referred to as the "Company",
for shares, numbered 001 through 100, each with a nominal value of ANG 1.

Transferor desires to sell for consideration of ANG 100, and transfer to the Transferee the
shares referred to above, numbered 001 through 100, each with a nominal value of ANG 1
in the corporate stock of the Company (the "Shares"), while the Transferee desires to accept
from Transferor the Shares.

Transferee has paid the purchase price of the Shares noting that all issued shares remain
paid up in full.

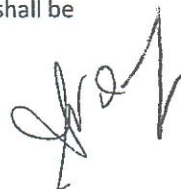
NOW THEREFORE, parties hereby expressly agree and accept the following:

The Transferor hereby sells for consideration of ANG 100 and transfers unto the Transferee
the Shares in the capital stock of the Company and the Transferee does hereby accept and
acknowledge such transfer in according to article 2:210 sub 2 of the Civil Code Curacao.

The Transferor hereby represents and warrants to Transferee that both at the date of this
deed and at the date on which the transfer of the Shares is effective:

- a. Transferor is the sole holder and legal and beneficial owner of the Shares, has full
title thereto and is entitled to transfer those shares;
- b. Transferor has not granted or agreed to grant any pledge or other encumbrance
over the Shares, and there are no agreements or arrangements affecting the Shares
or which would fetter or otherwise prejudice the rights of Transferee;
- c. The Shares are not subject to any attachment, and no depository receipt
(certificaten van aandelen) or share certificates (aandeelbewijzen) have been issued
for the Shares.
- d. The Transferor warrants and guarantees to the Transferee that at the date of this
Agreement the Company has no pending liabilities. In the event that any liabilities
arise pursuant to an event preceding the transfer of the full and legal ownership of
the Shares to the Transferee, the Transferor shall indemnify the Transferee in full
and without delay.

Parties shall do all such further acts, seek to obtain all such consents and cooperation from
third parties, give all such further notices and execute all such further documents as shall be
necessary to fully effectuate the transactions contemplated by this deed.



This deed shall have effect as of the first date of signing hereof. The transfer of the full and legal ownership of the Shares shall be effective as of the acknowledgement by the Company of this deed, or as of the service of this deed upon the Company, whichever occurs first.

To the fullest extent permitted by the laws of Curaçao, each of the Parties hereby waives its rights to rescind (ontbinden) this deed or to void (vernietigen) the legal acts (rechtshandelingen) performed under or pursuant to this deed. The mistaken party shall bear the risk of any mistake (dwaling) in making this deed.

This deed shall be construed in accordance with and governed by the laws of Curaçao. Any dispute or difference arising in connection with this deed which cannot be amicably settled between the Parties, shall be submitted to the Court of First Instance in Curaçao.

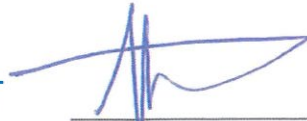
IN WITNESS WHEREOF, the undersigned have executed this agreement.

Signed in Curaçao, on September 23, 2024



Claire Godschalk (Oct 14, 2024 15:30 GMT+2)

Ashmar B.V.
(Claire Godschalk)
Transferor



Religa Ltd
(Fabrizio Fenech)
Transferee



Religa Ltd
(Angela Attard Fenech)
Transferee

The Company hereby acknowledges the transfer of the shares as laid down in the deed of transfer of shares dated September 23, 2024 ("Deed") and undertakes to immediately register the transfer of the Shares and the date thereof in the shareholders' register of the Company and have this registration signed by a managing director of the Company while providing the Transferee with an extract thereof.



Claire Godschalk (Oct 14, 2024 15:30 GMT+2)

Religa B.V.
The Company

I certify this is a true
copy of the original document



Roderick Attard
CPA Warrant No. 11349
29, 'Aurora', Katerina Vitale Str,
Santa Lucia. SLC1800