

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (the “**Agreement**”) is made effective as of 17th February 2026 (the “**Effective Date**”).

PARTIES

- (1) **ABILITY HOLDINGS LTD**, incorporated and registered in Antigua & Barbuda with company number 16942 whose registered office is at 44 Church Street, St. John’s, Antigua & Barbuda (the “**Seller**”); and
- (2) **SILVERLEAF HOLDING LTD.**, incorporated and registered in Antigua & Barbuda with company number 17717 whose registered office is at 44 Church Street, St. John’s, Antigua & Barbuda (the “**Buyer**”).

Each of the Seller and Buyer may be individually referred to as “**party**” and, collectively, as “**parties**”.

BACKGROUND

- (A) The Seller is the owner, or is otherwise able to procure the transfer, of the legal and beneficial title to all of the outstanding shares (the “**Shares**”) of capital stock of **CONNAUGHT MEDIA B.V.**, a company incorporated in Curacao with company number 145098 whose registered address is at Kaya Richard J. Beaujon Z/N, Willemstad, Curacao (the “**Company**”).
- (B) The Seller has agreed to sell and the Buyer has agreed to buy the Shares subject to the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual provisions set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SALE AND PURCHASE

- 1.1. On the terms of this Agreement and subject to the conditions, at Completion the Seller shall sell, and the Buyer shall buy the Shares with full title guarantee and free from all encumbrances, together with all rights that attach (or may in the future attach) to the Shares including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the Effective Date.

2. PURCHASE PRICE

- 2.1. The total consideration for the sale of the Shares is the sum of \$1,250,000.00 USD (the “**Purchase Price**”) which shall be paid by the Buyer to the Seller via such payment facility as agreed between the parties on Completion.

3. COMPLETION

- 3.1. Upon the terms and conditions set forth in this Agreement, the completion of the transactions contemplated by this Agreement (the “**Completion**”) shall take place on a date agreed by the parties which is no later than 4 weeks from the Effective Date

(the “**Completion Date**”) at the principal executive office of the Company, at such other place as is agreed by the parties in writing or remotely.

- 3.2. Following Completion, and as soon as commercially practicable, the Seller will deliver to the Buyer:
- (i) all duly executed transfer documents;
 - (ii) certificates representing the shares, duly endorsed in blank, with all the appropriate share transfer tax stamps affixed to the transfer documents; and
 - (iii) resignations effective as of the Completion Date of each director and officer of the Company as the Buyer may have requested in writing.
- 3.3. At Completion, the Buyer will deliver the Purchase Price by electronic transfer of immediately available funds to the account specified by the Seller. The parties recognise that any breach of section 3.2 may give rise to irreparable harm to the Buyer for which monetary damages would not be an adequate remedy and, agree that, in addition to the other remedies, the Buyer will be entitled to enforce the terms of this Agreement by decree of specific performance without the necessity of proving the inadequacy of a remedy of monetary damages.
- 3.4. In connection with the Completion, and as soon as reasonably practicable, the Buyer on behalf of the Company shall be caused to undertake the following:
- (i) conduct a meeting of the board of directors of the Company to discuss the approval of the transfer of Shares as set forth in the transfer documents, and the appointment of new directors nominated by the Buyer to the Company board;
 - (ii) conduct a subsequent meeting of the board of directors of the Company within 7 (seven) days of the meeting aforementioned to note the resignations of any existing directors, as may have been requested by the Buyer;
 - (iii) record the changes to the register of members maintained by the Company under applicable laws;
 - (iv) make an endorsement back of the share certificate submitted to it by the Buyer; and
 - (v) instruct the Company’s bank to change the authorized signatories for the Company’s bank account(s) to the persons designated by the Buyer.
- 3.5. All applicable sales, use, transfer, stock transfer, stamp, value-added or other similar taxes that are, or become due or payable as a result of the contemplated transactions, whether such taxes are imposed by law on the Seller, the Buyer or the Company, will be borne solely by the Buyer. Any other applicable taxes, including without limitation, capital gains or other taxes imposed by the applicable governmental authority in England and Wales, whether such taxes are imposed by law on the Seller, the Buyer or the Company, will be borne solely by the Seller.

4. TRANSFER OF BENEFICIAL OWNERSHIP

- 4.1. The Shares will be sold, conveyed, transferred and delivered, pursuant to instruments in such form as may be necessary or appropriate to effect a conveyance of the Shares under applicable law. Such transfer instruments will be in the form and substance reasonably accepted by the parties and will include the following:
- (i) a share transfer form in a structure to be agreed upon by the parties, which will transfer the Shares to the parties specified in writing by the Buyer; and
 - (ii) such other instruments and agreements as may be required to effect the transactions contemplated by this Agreement.
- 4.2. The transfer of the Shares will be effective as of the Completion Date, from and after which date the Buyer will be the beneficial owner of the Shares for all purposes and to the extent registered ownership of the Shares is not transferred to the Buyer as of the Completion Date, the Seller will hold the Shares as nominee or trustee for the benefit of the Buyer until the Shares have been formally registered in the name of the Buyer and/or such other person(s) as the Buyer may designate. It is the parties' intent that all the benefits and burdens of ownership of the Shares will transfer to the Buyer on the Completion Date.
- 4.3. To the extent that transfer of registered ownership of the Shares is not perfected on the Completion Date or would be contrary to applicable law or requires the consent, authorization or approval of any person, including any governmental authority, which consent, authorization or approval the parties were not able to obtain prior to the Completion Date, the parties will use their best efforts to provide to, or cause to be provided to, the Buyer, to the extent permitted by law, the rights and benefits associated with registered ownership of the Shares and take such other actions as may reasonably be requested by the Buyer in order to place the Buyer, insofar as reasonably possible, in the same position as if the Buyer were the registered shareholder.
- 4.4. Without limiting the foregoing and in connection therewith, the Buyer will have the right:
- (i) to receive all dividends or distributions (liquidating or otherwise) associated with the Shares, or direct the Seller to deliver such dividends or distributions to the party of its selection;
 - (ii) to direct the Seller to sell, transfer or encumber the Shares, and receive the proceeds therefrom, including any of the rights or privileges associated with the Shares; and
 - (iii) to direct the Seller to vote the Shares as it instructs.
- 4.5. In connection with the arrangement set forth in this Clause 4, and without limiting the foregoing, the Seller covenants and agrees as follows:
- (i) to vote the Shares at the meetings of the shareholders of the Company only as directed by the Buyer;
 - (ii) to observe all corporate formalities and filing requirements that may have to be met with regard to the Shares;

- (iii) to forward to the Buyer, or any other person identified by the Buyer, all dividends, distributions (liquidating or otherwise), and sale proceeds made with respect to the Shares;
- (iv) to sell, transfer or encumber the Shares only as directed by the Buyer;
- (v) to immediately notify the Buyer upon attachment or attempted seizure of, or acquisition of, any interest or assertion of any rights in, the Shares by any third person and take appropriate action to defend against such attachment and to protect the Buyer's interest in the Shares;
- (vi) to not take any action with respect to the Company's bank accounts, or the funds therein, without the prior written consent of the Buyer; and
- (vii) to be entitled to rely on the written instructions of the officers and directors of the Buyer, and such instructions will be deemed to have been duly authorized by the Buyer.

4.6. Without limiting the parties' respective rights and obligations under this Clause 4, the parties agree to cooperate in good faith and take any such actions as may be reasonably necessary to cause the contemplated transactions to be consummated under applicable law as soon as commercially practicable following Completion.

5. REPRESENTATIONS AND WARRANTIES

5.1. The Seller represents and warrants that:

- (i) the Company is duly organized, validly existing and in good standing under the law of Curacao and has all requisite corporate power and authority to conduct its business as presently conducted;
- (ii) the Seller is duly authorized and has the relevant authority to deliver this Agreement and to perform its obligations under this Agreement. The Seller has duly and validly executed and delivered this Agreement. Assuming the due authorization, execution and delivery of this Agreement by the Buyer, this Agreement constitutes the valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms;
- (iii) neither the execution, delivery and performance of this Agreement by the Seller, nor the consummation by the Seller of the contemplated transactions, will (a) conflict with or violate the Company's memorandum of association, articles of association or similar constituent document, each as amended to date, (b) result in a breach or default under, or create in any person the right to terminate, cancel, accelerate or modify, or require any notice, consent or waiver under, any contract of the Company, (c) to the best of Seller's knowledge, violate any law or judgment applicable to the Company or (d) require the Seller or the Company to obtain any governmental authorization or make any filing with any governmental authority except as contemplated by Clauses 3.4 and 3.5 hereof;
- (iv) the Seller is the sole beneficial owner of all of the Shares, free and clear of all encumbrances. Upon payment of the Purchase Price, good and valid title to the Shares will pass to the Buyer, free and clear of any encumbrances, and

with no restrictions on the voting rights or other incidents of record and beneficial ownership of such Shares, except to the extent contemplated by this Agreement. The Shares are duly authorized, validly issued, fully paid and nonassessable. There are no contracts to which either the Seller or any other person is a party or bound with respect to the voting (including voting trusts or proxies) of the Shares. Other than the Shares, there are no outstanding or authorized options, warrants, rights, agreements or commitments to which the Company is a party or which are binding upon the Company providing for the issuance or redemption of any shares of the Company's capital stock;

- (v) none of the assets and properties of the Company has been acquired by the Company pursuant to a transaction that has involved, whether directly or indirectly, an illegal payment to a representative or employee of any governmental authority or represents the proceeds of any illegal activity; and
- (vi) the Seller has made available to the Buyer any and all information and materials requested by the Buyer in connection with the Buyer's evaluation of the Company and the contemplated transactions. To the Seller's knowledge, after reasonable inquiry and investigation, there are no liabilities of the Company other than those disclosed to the Buyer in connection herewith.

5.2. The Buyer represents and warrants that:

- (i) the Buyer is duly authorized and has the relevant authority to deliver this Agreement and to perform its obligations under this Agreement. The Buyer has duly and validly executed and delivered this Agreement. Assuming the due authorization, execution and delivery of this Agreement by the Seller, this Agreement constitutes the valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms;
- (ii) the Buyer is acquiring the Shares for the Buyer's own account and investment purposes and is not acquiring the Shares with a view to, or for sale in connection with, any distribution thereof;
- (iii) there is no proceeding pending or, to the Buyer's Knowledge, threatened against the Buyer that questions or challenges the validity of this Agreement or that may prevent, delay, make illegal or otherwise interfere with the ability of the Buyer to consummate any of the transactions contemplated by this Agreement;
- (iv) the Buyer has immediately available funds in an amount sufficient to pay the Purchase Price on the Completion Date, and such source of funds are not derived from, or related to, any activity that is illegal or illegitimate or deemed criminal under the applicable laws;
- (v) the investment made by the Buyer in the Shares will not directly or indirectly contravene any applicable anti-money laundering laws and regulations, nor will such investment made by the Buyer (to the extent that such matters are within the control of the Buyer) cause either the Seller or the Company to be in violation of any applicable anti-money laundering laws, regulations; and

- (vi) the Buyer and its representatives have conducted their own independent investigation, review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and prospects of the business of the Company as it has deemed appropriate. In entering into this Agreement, the Buyer has acknowledged that it has relied solely upon the aforementioned investigation, review and analysis and not on any factual representations or opinions of the Seller, the Company or their representatives (except the representations and warranties set forth in clause 5.1). The Buyer hereby acknowledges and agrees that other than those stated in clause 5.1, none of the Seller, the Company or any of its representatives make or has made any representation or warranty, express or implied, at law or in equity, as to any matter whatsoever relating to the Shares, the Seller or the Company, including but not limited to the operation of the business and the profitability of the Company following Completion.

6. INDEMNIFICATIONS

6.1. The Seller shall indemnify, defend and hold the Buyer and its respective officers, directors and representatives from, against, for and in respect of any and all losses suffered or required to be paid by any such party arising out of or resulting from:

- (i) the breach of any representation, warranty, covenants or agreement of the Seller contained in this Agreement;
- (ii) the enforcement by any indemnified party of any of its rights under this section 6.1 or any other indemnification, assurance or covenant contained in this Agreement; and
- (iii) any liability for taxes as provided for in Clause 3.5.

6.2. Except to the extent such taxes have been paid prior to Completion, the Seller shall indemnify the Buyer for all taxes imposed on the Company or for which the Company may otherwise be liable including:

- (i) for any taxable year or period that ends on or before the Completion Date; and
- (ii) the portion of such taxable year or period ending on or including the Completion Date but only to the extent such taxes arise from actions taken by the Company prior to the Completion that result in liability for taxes after the Completion Date).

The Seller will be entitled to any refund of taxes the Company receives for any such period.

6.3. The Buyer will be liable for and will indemnify the Seller for the taxes of the Company for any taxable year or period that begins after the Completion Date, and with respect to any taxable year or period beginning before and ending after the Completion Date, except to the extent of taxes payable by the Seller in accordance with Clause 6.2.

6.4. In the case of any indemnification claim arising out of a claim or legal proceeding by a third party, the indemnifying party will be entitled to control the defense of any such claim with counsel reasonably acceptable to the indemnified party at the indemnifying

party's own cost and expense, including legal fees and disbursements in connection with such defense. The indemnifying party shall provide the indemnified party written notice of its receipt of the claim within a reasonable time frame. The indemnifying party may not assume control of the defense of proceedings in relation to any criminal liability or proceedings seeking an injunction or equitable relief against the indemnified party.

7. LIMITATION OF LIABILITY

- 7.1. In no event will the Seller's liability under this Agreement exceed the Purchase Price paid hereunder. Exceptions to this include the liability of the Seller for taxes arising under Clauses 6.1 and 6.2.
- 7.2. Nothing in this Agreement will limit the liability of any person to any other party for intentional fraud or wilful misconduct.
- 7.3. The indemnified party will take, and cause its affiliates and representatives to take, all commercially reasonable steps to mitigate any losses upon and after becoming aware of any facts, failures or circumstances that would reasonably be expected to result in any losses that are indemnifiable hereunder. In the event that the indemnified party fails to take such steps, the indemnifying party will not be required to indemnify the indemnified party for such specific losses that would reasonably have been expected to have been avoided if the indemnified party had taken such steps.
- 7.4. No indemnified party other than the parties to this Agreement are entitled to assert any indemnification claim or exercise any other remedy under this Agreement unless in the case of any Seller indemnified party, the Seller consents to the indemnification claim being asserted, and in the case of any Buyer indemnified party, the Buyer consents to the indemnification claim being asserted.

8. ASSIGNMENT

- 8.1. This Agreement binds and benefits the parties and their respective successors and assigns, except that the Buyer may not assign any rights under this Agreement without the prior written consent of the Seller. No party may delegate any performance of its obligations under this Agreement, except delegations of the performance of its obligations to any affiliate of such party so long as such party remains fully responsible for the performance of the delegated obligation. Nothing expressed or referred to in this Agreement will be construed to give any person, other than the parties to this Agreement, any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement except such rights as may inure to a successor or permitted assignee under this Clause 8.1.

9. WAIVER

- 9.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 9.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

9.3. A party that waives a right or remedy provided under this Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

10. NO PARTNERSHIP OR AGENCY

10.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

11. COUNTERPARTS

11.1. This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

12. SEVERABILITY

12.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

12.2. If any provision or part-provision of this Agreement is deemed deleted under Clause 12.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13. DISPUTES

13.1. The parties agree that they will make good faith efforts to settle any dispute, claim or controversy arising out of or relating to this Agreement by discussion and/or negotiation.

13.2. This Agreement shall be governed by and construed under the laws of England & Wales. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration (the LCIA) in accordance with the Arbitration Rules of the LCIA for the time being in force, which Rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The seat of arbitration shall be in London, England.

14. GOVERNING LAW

14.1. This Agreement and any dispute or claim (including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England & Wales.

15. ENTIRE AGREEMENT

15.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties,

representations and understandings between them, whether written or oral, relating to its subject matter.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by **Alwyn Morris**
for and on behalf of **ABILITY**
HOLDINGS LTD. (Seller)

Authorized Signatory
Date:

Signed by **Betty Althea Gage**
for and on behalf of **SILVERLEAF**
HOLDING LTD. (Buyer)

Director
Date: