

DEED OF SALE, PURCHASE AND TRANSFER OF SHARES AGREEMENT

THIS DEED OF SALE, PURCHASE AND TRANSFER OF SHARES AGREEMENT ("DSPTSA" or "Agreement") is effective as of January 3, 2025, by and between:

1. **LUKASZ MAREK SOBIERAJ**, an individual, born on October 6, 1998, in Zabrze, Poland, holder of a Polish passport number EH 8402287, resident at Sienkiewicza 11, 44-186 Gieraltowice, Poland holder of 108 shares in the nominal Capital of the Company, (the "**Seller**");

And
2. **2632109 Ontario Inc.** a company incorporated under the laws of Canada, register under number 2632109, having its registered address at 4205 Shipp Drive, Suite 904, Mississauga, Ontario, Canada, L4Z 2Y9 (the "**Buyer**").

WHEREAS:

- (i) **BlackSands B.V.** is a private limited liability company incorporated under the laws of Curaçao, and having its registered office at Abraham de Veerstraat 1, Willemstad, Curaçao, registered with the Commercial Register of the Curaçao Chamber of Commerce & Industry under number 162520 (the "**Company**");
- (ii) At present, the Seller is the shareholder of 108 shares, of USD 1 each, representing the 50% of entire issued and paid-up share-capital of the Company (hereinafter the "**Shares**");
- (iii) The transfer and sale of the Shares is due to a reorganization of the Seller;
- (iv) The Seller wishes to sell and the Buyer wishes to acquire 54 Shares being 54 Shares being 25% of the value of the Company as at January 3, 2025, subject to the terms and conditions of this Agreement;
- (v) Where as an agreement was reached by and among the Seller, the Buyer and the Company on January 3, 2025, regarding the sale and transfer of the Shares;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. Sale, purchase, and transfer of the Shares

Based on the representations and warranties and covenants herein contained, and subject to the terms and conditions herein set forth, the Seller sells in ownership to the Buyer, who purchases and accepts the Shares in ownership from the Seller.

2. Purchase price

- 2.1. In consideration for the sale of the Shares, the Buyer shall pay for the acquisition of these Shares to the amount of **USD 50.000** (Fifty Thousand United States Dollar) (the "**Purchase Price**") to the Company.

Initials: Initial
LS Initial
SN 

- 2.2. The Seller agrees automatically transfer the Purchased Shares to the Purchasers within 7 (seven) calendar days from the date of this Agreement, or during another period as the Parties may agree in writing (the "**Transfer date**");
- 2.3. On the Transfer Date the Seller shall deliver a duly executed director's and/or shareholder's resolution of the Company approving the transfer of the Purchased Shares.
- 2.4. The Purchased ownership rights to the Purchased Shares shall be confirmed by an certificate of shareholder of the Company evidencing the Purchaser as the registered shareholder to be presented by the Company to the Purchaser;

3. **Transfer of the Shares**

The transfer of the Shares sold and purchased as referred herein shall take place by the execution of this Agreement and the written acknowledgement thereof by the Company, which acknowledgement shall be annotated on this Agreement.

- 3.1. The Purchase Price can be specified as follows: **USD 50.000** is the acquiring 54 Shares being 25% of the value of the Company as at January 3, 2025;
- 2.3. The Buyer hereby agrees to pay the Purchase Price and the Seller agrees to give full discharge to the Buyer for any other payment in respect of the Shares upon receipt of the Purchase Price.

4. **Representations and Warranties by the Seller**

The Seller represents and warrants to the Buyer and/or its assigns that, except as otherwise disclosed in writing prior to the date of completion of this Agreement:

- 4.1. The Seller is entitled to and vested with all required power and authority to sell and transfer the Shares to the Buyer;
- 4.2. The Seller has full and valid title to the Shares. The Shares are unencumbered, free and clear of any option, lien, security interest or any other claim or right of a third party;
- 4.3. The Company is a limited liability company incorporated and validly existing under the laws of Curaçao. The Company is qualified to do business with due observance of the provisions of its Articles of Association and of the applicable law;
- 4.4. No court proceedings are pending and there are no facts or circumstances to the Seller to date which could lead to court proceedings;

5. **Costs and expenses**

All costs and expenses incurred in connection with this Agreement shall be borne by the Buyer.

6. **Counterparts**

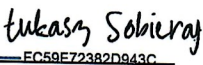
This Agreement may be executed in one or more counterparts or on one or more signature pages, each of which shall be deemed an original, but all of which together shall **constitute one and the same instrument**.

7. Governing law and place of jurisdiction

This Agreement shall be governed by the laws of Curaçao and in case of a dispute, the Lower Court of Curaçao will be competent.

IN WITNESS WHEREOF this agreement has been signed by the parties hereto in triplicate on the date first written above.

The Seller

Signed by:

EC59E72382D943C
LUKASZ MAREK SOBIERAJ

The Buyer

Signed by:

174DE38C2286457
2632109 Ontario Inc.

The Company hereby acknowledges the transfer of the Shares herein laid down, which transfer will be duly registered in the Shareholders Register of the Company.

Signed on

The Company


Morganite Corporate Services B.V.
Managing Director

