

## SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** (the "**Agreement**") is made and entered into as of this 7<sup>th</sup> day of August, 2024 (the "**Effective Date**"), by and among:

**BGX - BLACK GOLD EXPLORATION CORP.**, a corporation incorporated under the laws of British Columbia, Canada, with its registered address at [REDACTED]

(hereinafter referred to as the "**Purchaser**"),

**AND**

**ENERGY HOLDING AMERICAS 1 INC.**, a company incorporated under the laws of The Province of Ontario, with its registered address at [REDACTED]

(hereinafter referred to as the "**Corporation**")

**AND**

**LGX ENERGY CORP.**, a Nevada corporation whose address is [REDACTED]

(hereinafter referred to as "**LGX**")

**AND**

**THE PARTIES SET OUT IN SCHEDULE "A" HERETO**

(hereinafter referred to as the "**Vendors**")

**WHEREAS:**

- A. pursuant to a Lease Purchase and Sale Agreement and Participation Agreement (the "**LGX Agreement**") between the Corporation and LGX dated effective July 1, 2024, the Corporation acquired from LGX and currently holds a 30% ownership interest in certain assets (the "**Assets**"), which include (i) oil, gas and mineral leases located in Vigo County, Indiana (the "**Leases**") and (ii) the proprietary 2D seismic survey data and other geological data relating to the Leases (the "**Data**"), as further set out in Schedule "B" hereto;
- B. the Vendors own all of the outstanding shares in the capital of the Corporation (the "**Shares**"), as further set out in Schedule "A" hereto; and
- C. the Vendors wish to sell the Shares to the Purchaser and the Purchaser wishes to purchase the Shares from the Vendors, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

## **1. PURCHASE AND SALE OF SHARES**

**1.1 Shares to be Sold.** Subject to the terms and conditions of this Agreement, on the Closing Date, the Vendors shall sell, transfer, convey, and deliver to the Purchaser, and the Purchaser shall assume, purchase and acquire from the Vendors, all of the Shares, free and clear of all liens and charges.

## **2. PURCHASE PRICE**

**2.1 Purchase Price.** The purchase price (the “**Purchase Price**”) for the Shares shall be 480,000 common shares of the Purchaser (the “**Consideration Shares**”), issued at a deemed issue price of \$5.00 per Consideration Share.

## **3. CLOSING**

**3.1 Closing Date.** The closing shall take place on such date (the “**Closing Date**”) as shall be agreed upon by the parties hereto, such date to be no later than the later of (i) the date on which the transactions contemplated herein are approved by the Canadian Securities Exchange and (ii) August 30, 2024 (the “**Outside Date**”).

**3.2 Deliveries by the Vendors and the Corporation.** On the Closing Date, the Vendors and Corporation shall deliver to the Purchaser:

- a) share certificates representing the Shares, free and clear of all liens and charges, duly endorsed in blank or accompanied by forms of share transfers or other instruments of transfer duly executed in blank to the Purchaser;
- b) a certificate of the Vendors and a duly authorized officer of the Corporation certifying, as at the Closing Date, that:
  - a. the representations and warranties of the Vendors and the Corporation set out in this Agreement and any certificate or other writing delivered pursuant hereto are true and correct in all respects on and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects); and
  - b. the Vendors and the Corporation shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date;
- c) an independent valuation authored by a certified petroleum geologist supporting the sale price;
- d) all necessary consents, approvals, and waivers from third parties and governmental authorities required to effect the transactions contemplated herein and the continued

operation of the business of the Corporation in the ordinary course following the Closing Date;

- e) an updated central securities register of the Corporation reflecting the Purchaser as the registered holder of the Shares and the sole shareholder of the Corporation;
- f) duly executed resignations of all directors and officers of the Corporation requested by the Purchaser, on acceptable terms to the Purchaser, acting reasonably;
- g) the minute books of the Corporation and all and any information necessary to effect filings under applicable corporate law respecting the Corporation;
- h) all information necessary to access the Corporation's banking accounts, such information to include lock-out codes, pass-key numbers, pass-words, communicator identification, programming information, and such other information as the Purchaser may request and the Vendors and the Corporation shall have taken all steps in their power to update the signatories on the Corporation's banking accounts to reflect the new ownership of the Corporation on the Closing Date; and
- i) such other customary instruments, filings or documents, in form and substance reasonably satisfactory to the Purchaser, as may be required to give effect to this Agreement.

**3.3 Deliveries by the Purchaser.** On the Closing Date, the Purchaser shall deliver to the Vendors: (a) the Consideration Shares; and (b) such other documents and instruments as may be reasonably requested by the Vendors to effect payment of the Purchase Price.

## **4. REPRESENTATIONS AND WARRANTIES**

### **4.1 Representations and Warranties of the Vendors.**

Each of the Vendors severally represents and warrants to the Purchaser as follows and acknowledges that Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- a) **Legal Capacity and Competence.** Each Vendor that is an individual has the legal capacity and competence to enter and to execute this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, and to perform its obligations hereunder and thereunder. Each Vendor that is not an individual has such corporate power and authority to own and hold its Shares and to enter and to execute this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, and to perform its obligations hereunder and thereunder;
- b) **Execution and Binding Obligation.** This Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement will be prior to the Closing Date, duly authorized, executed and delivered by the Vendor and each is, or will be at the Closing Date, a legal, valid, and binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms;
- c) **Validity and Enforceability.** The execution and delivery of this Agreement does not,

and the consummation of the transactions contemplated hereunder will not, (i) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an Encumbrance upon any material contract, license or permit to which any Vendor is a party or by which any Vendor is bound or to which any material assets of any Vendor is subject, or the constating documents of any Vendor that is not individual, (ii) result in the creation of an encumbrance on any of the Shares (other than encumbrances for taxes not yet due and payable), (iii) give any party to any contract to which any Vendor is a party or otherwise bound the right to revoke, renegotiate, withdraw, suspend, cancel, terminate or modify such contract, or (iv) violate any provision of any law applicable to the Vendors;

- d) **Ownership of Shares.** Each Vendor is the registered and beneficial owner of that number of Shares as is set out opposite its name in Schedule “A” hereto, and such Shares are held with good and marketable title, free and clear of all encumbrances of any nature whatsoever;
- e) **Agreement to Acquire Shares.** Except for the Purchaser’s rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Shares and none of the Shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such shares;
- f) **Government Consents and Approvals.** No consent, approval, order or authorization of, or registration or declaration with, any applicable governmental authority with jurisdiction over the Vendors is required to be obtained by the Vendors in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereunder, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the transactions contemplated hereunder or otherwise prevent the Vendors from performing their obligations under this Agreement;
- g) **Insolvency and Bankruptcy.** No Vendor is an insolvent person within the meaning of any applicable laws and no Vendor has made an assignment in favor of creditors or a proposal in bankruptcy to creditors or any class thereof. No petition for a receiving order has been presented in respect of any Vendor and no Vendor has initiated proceedings with respect to a compromise or arrangement with creditors;
- h) **Litigation.** There is no suit, action or proceeding or, to the knowledge of the Vendors, pending or threatened against any one of the Vendors that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on any Vendor, and there is no judgment, decree, injunction, rule or order of any governmental authority with jurisdiction over any Vendor outstanding against such Vendor causing, or which could reasonably be expected to cause, a material adverse effect on such Vendor; and
- i) **Residency.** Each Vendor is a resident of the jurisdiction indicated in the “address” column of the table in Schedule “A” hereto. The Vendors are each acquiring

Consideration Shares in exchange for the Shares as principal and not as agent and are each acquiring the Consideration Shares for investment purposes only and not with a view to resale or distribution and in full compliance with all applicable securities laws and regulations.

- j) **Incorporation and Qualification.** The Corporation is a corporation validly existing and in good standing under the Laws of the Province of British Columbia and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the Laws of the jurisdictions in which it currently conducts business where the nature of its business makes such registration, licensing, or qualification necessary;
- k) **Subsidiaries.** The Corporation has no subsidiaries.
- l) **Constating Documents.** The Corporation has provided to the Purchaser a complete and correct copy of its constating and governing documents and such constating and governing documents will, at the Closing Date, be in full force and effect without any material amendments thereto;
- m) **Corporate Power and Capacity.** The Corporation has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease the Assets, and to carry on its businesses as now being conducted;
- n) **Execution and Binding Obligation.** This Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Corporation and is, or will be at the Time of Closing, a legal, valid, and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms;
- o) **Ownership of Assets.** The Corporation is the sole beneficial owner of all right, title, and interest in and to the Assets, free and clear of any encumbrance and the Corporation has the exclusive right to deal with the Assets;
- p) **No Third-Party Interest.** No person other than the Corporation has any interest in the Assets or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest that would reasonably be expected to have a material adverse effect on the Corporation;
- q) **No Third-Party Rights.** No person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from the Corporation of the Assets;
- r) **Unfettered Interest.** There are no options, back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which would affect the Corporation's interest in the Assets;
- s) **No Assets Restrictions.** There are no material restrictions on the ability of the

Corporation to use, transfer or exploit the Assets, except pursuant to the applicable law;

- t) **No Government Notice.** The Corporation has not received any notice, whether written or oral, from any governmental authority of any revocation or intention to revoke any interest of the Corporation in the Assets;
- u) **Validity and Enforceability.** The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated herein will not, (i) result in a breach or violation of the notice of articles or articles of the Corporation or of any resolutions of the directors or shareholders of the Corporation, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material contract, license or permit to which the Corporation is a party or by which the Corporation is bound or to which the Assets is subject, (iii) give any party to any contract to which the Corporation is a party or otherwise bound the right to revoke, renegotiate, withdraw, suspend, cancel, terminate or modify such contract, or (iii) violate any provision of any law applicable to the Corporation;
- v) **Authorized and Issued Capital.** The authorized share capital of the Corporation consists of an unlimited number of common shares, of which 239.5 common shares are issued and outstanding and fully paid and non-assessable shares of the Corporation. The Shares represent all of the issued and outstanding shares of the Corporation and the Vendors are the sole securityholders of the Corporation;
- w) **No Options.** No person, other than pursuant to this Agreement, has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Corporation;
- x) **No Related Party Transactions.** There are no related-party transactions or off-balance sheet structures or transactions with respect to the Corporation;
- y) **No Liabilities.** At and following the Time of Closing, except as disclosed to the Purchaser, no amounts are owing or payable by the Corporation and the Corporation has no liabilities or contingent liabilities that could reasonably be expected to have a material adverse effect on the Corporation;
- z) **No Indemnification or Guarantees.** The Corporation is not a party to, or bound by, any agreement of guarantee, indemnification, assumption, or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- aa) **Dividends.** The Corporation has not made any distribution by way of dividend, distribution of Assets or assets, return of capital or otherwise to or for the benefit of its shareholders other than as Disclosed to the Purchaser;
- bb) **Material Adverse Changes.** Since the Effective Date, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings, or business of the Corporation;

- cc) **Material Contracts.** Other than this Agreement and the LGX Agreement, the Corporation is not party to or bound by any other material contract, whether oral or written, and each material contract is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. To the knowledge of the Corporation, it has not violated or breached, in any material respect, any of the terms or conditions of any of its material contracts and all the covenants to be performed by any other party thereto have been fully and properly performed. The execution of this Agreement and the transactions contemplated hereunder shall not result in a breach of the LGX Agreement or in any modification or reduction in the Corporation's rights thereunder;
- dd) **No Third-Party Consents.** There are no waivers, consents, notices, or approvals required to be given or obtained by the Corporation in connection with the transactions contemplated by this Agreement under any Contract to which either is a party;
- ee) **Government Consents and Approvals.** No consent, approval, order or authorization of, or registration or declaration with, any applicable governmental authority with jurisdiction over the Corporation is required to be obtained by the Corporation in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated herein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the transactions contemplated herein or otherwise prevent the Corporation from performing its obligations under this Agreement and could not reasonably be expected to have a material adverse effect on the Corporation;
- ff) **Litigation.** There is no suit, action or proceeding or, to the knowledge of the Vendors, pending or threatened against the Corporation that, individually or in the aggregate, could reasonably be expected to have a material adverse effect on the Corporation, and there is no judgment, decree, injunction, rule or order of any governmental authority with jurisdiction over the Corporation outstanding against the Corporation causing, or which could reasonably be expected to cause, a material adverse effect on the Corporation;
- gg) **Permits, Licenses and Approvals.** The Corporation has made all filings, applications and registrations with, applicable governmental authorities that are required in order to permit it to carry on its business as presently conducted, except for such permits, licenses, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the Corporation, and all such permits, licenses, certificates of authority, orders and approvals are in good standing in all material respects and the Corporation has no reason to expect that such permits, licenses, certificates of authority, orders and approvals may be suspended, revoked, subject to a material change in applicable condition or not renewed upon expiration;
- hh) **Tax Returns.** The Corporation has duly filed or has caused to be filed within the times

and in the manner prescribed under all applicable laws, all federal, provincial, state, territorial, local, and foreign tax returns required to be filed the Corporation and those tax returns were true, complete, and correct in all material respects and reflect accurately all liabilities for taxes for the period(s) covered thereby and that no material fact has been omitted therefrom. the Corporation has paid, collected, withheld, and remitted, or caused to be paid, collected, withheld, and remitted to the appropriate governmental entity, all taxes that are due and payable, collectible, or remittable by it including any such amounts payable, collectible, or remittable by it in connection with amounts paid or credited to any present or former employee, on or before the date of this Agreement. No encumbrance for taxes has been filed or exists other than for taxes not yet due and payable;

- ii) **Government Investigation.** The Corporation has not been notified by any governmental authority of any investigation with respect to it that is pending or threatened, nor has any governmental authority notified the Corporation of such governmental authority's intention to commence or to conduct any investigation that could be reasonably likely to have a material adverse effect on the Corporation;
- jj) **Taxes.** The Corporation has not requested, entered into any agreement or other arrangement, or executed any waiver providing for, any extension of time within which:
  - a. to file any tax return;
  - b. to file any elections, designations or similar filings relating to taxes;
  - c. it is required to pay or remit any taxes or amounts on account of taxes; or
  - d. any tax authority may assess or collect taxes;
- kk) **Third Party Taxes.** The Corporation has not entered into any agreement with, or provided any undertaking to, any person pursuant to which it has assumed liability for the payment of taxes owing by such person;
- ll) **International Taxes.** The Corporation has never been required to file any tax return with and has never been liable to pay any taxes to, any tax authority outside Canada;
- mm) **Employees.** the Corporation has no, and has never had any, employees.
- nn) **Corporate Records.** The Corporate Records of the Corporation are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable Laws and with the constating documents of the Corporation, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders of the Corporation; (ii) the minute books contain all written resolutions passed by the directors and shareholders of the Corporation; (iii) the share certificate books, register of shareholders and register of transfers of the Corporation are complete and accurate, and all such transfers have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Corporation were duly elected or appointed as the case may be;



- oo) **Books and Records.** All books and records of the Corporation have been fully, properly, and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein that could reasonably be expected to have a material adverse effect on the Corporation;
- pp) **Privacy Law Compliance.** To the knowledge of the Corporation, it has conducted and is conducting the business in compliance, in all material respects, with all applicable privacy Laws, including in connection with its collection, use and disclosure of personal information. The Corporation has not received any written complaint or notice of any breach or violation by it of any such privacy Laws;
- qq) **No Brokers or Finders.** The Corporation has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement; and
- rr) **Bank Accounts and Investments.** The Corporation does not have a bank account, a savings account, certificates of deposit or a safety deposit box. The Corporation transacts through a trust account.

**4.2 Representations and Warranties of the Purchaser.** The Purchaser represents and warrants to the Vendors and the Corporation that:

- a) **Corporate Power and Capacity.** The Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement and to perform its obligations hereunder and thereunder;
- b) **Execution and Binding Obligation.** This Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Closing Date, duly authorized, executed and delivered by the Purchaser and is, or will be at the Closing Date, a legal, valid, and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;

## **5. COVENANTS**

**5.1 Further Assurances.** Each party agrees to execute and deliver such further documents and to take such further actions as may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated hereby.

## **6. INDEMNIFICATION**

**6.1 Indemnification by the Corporation.** The Corporation and the Vendors, on a several basis, agree to indemnify, defend, and hold harmless the Purchaser from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (a) any breach of any representation, warranty, covenant, or agreement of the Corporation or the Vendors contained in this Agreement; and

(b) any liabilities or obligations of the Corporation relating to the Assets arising prior to the Closing.

**6.2 Indemnification by the Purchaser.** The Purchaser agrees to indemnify, defend, and hold harmless the Corporation and the Vendors from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

(a) any breach of any representation, warranty, covenant, or agreement of the Purchaser contained in this Agreement.

## **7. TERMINATION.**

**7.1 Termination.** This Agreement may be terminated at any time before the Closing Date:

(a) by the mutual written consent of the parties hereto;

(b) by the Purchaser by written notice to the Vendors and the Corporation if:

(i) the Purchaser is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Corporation or the Vendors under this Agreement and such breach, inaccuracy or failure has not been cured by the Purchaser within five (5) calendar days of, as the case may be, receipt of written notice of such breach from the Purchaser; or

(ii) any of the closing deliveries to be made under section 3.2 are not, or if it becomes apparent that any of such conditions will not be, fulfilled by the Closing Date, unless such failure shall be due to the failure of the Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date;

(c) by the Vendors by written notice to the Purchaser if:

(i) the Vendors are not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Purchaser under this Agreement and such breach, inaccuracy or failure has not been cured by the Purchaser within five (5) calendar days of the Purchaser's receipt of written notice of such breach from the Vendors; or

(ii) any of the conditions set forth in Section 3.3 were not, or if it becomes apparent that any of such conditions will not be, fulfilled by the Closing Date, unless such failure shall be due to the failure of the Vendors or the Corporation to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date; or

(d) by the Purchaser or the Vendors if, prior to the Closing Date, (i) there shall be any applicable law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any governmental authority shall have released a

governmental order restraining or enjoining the transactions contemplated by this Agreement, and such governmental order shall have become final and non-appealable.

7.2 In the event of the termination of this Agreement in accordance with this Section 7, this Agreement shall be of no further force and effect and there shall be no liability on the part of any party hereto except that nothing herein shall relieve any party hereto from liability for any wilful breach of any provision hereof.

## 8. MISCELLANEOUS

8.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflicts of law principles.

8.2 **Notice.** Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by email to the parties at their respective email addresses set forth on the cover page or in Schedule "A" hereto. Notices shall be deemed to have been received on the date of transmission, provided that no "bounce-back" or similar message indicating non-delivery is received by the sender.

8.3 **Payment Under LGX Agreement.** LGX hereby acknowledges and agrees that the Corporation may satisfy its payment obligations under section 5 of the LGX Agreement towards any AFE (as defined in the LGX Agreement), and earn an interest in new production on the Leases, through either of the following, at the Corporation's option in its sole discretion: (i) paying cash to LGX; or (ii) causing common shares of the Purchaser to be issued to LGX in such number as shall be equal to (A) the amount of the payment obligation, divided by (B) the 20-day volume weighted average closing price of the Purchaser's common shares on the Canadian Securities Exchange prior to the date of issuance. The Corporation must notify LGX of its chosen method of payment (cash or common shares of the Purchaser) no less than ten calendar days prior to the date on which a payment is due under the LGX Agreement.

8.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and representations, whether oral or written, with respect to such subject matter.

8.5 **Amendments and Waivers.** No amendment or waiver of any provision of this Agreement shall be valid unless made in writing and signed by the parties hereto.

8.6 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8.7 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**BLACK GOLD EXPLORATION CORP.**

By: /s/ Francisco Gulisano

Name: Francisco Gulisano

Title: CEO

**ENERGY HOLDING AMERICAS 1 INC.**

By: /s/ Romana Bozic

Name: Romana Bozic

Title: Director  
8/1/2024

**XROSSBRIDGE VENTURES INC.**

By: /s/ Gavin Treanor

Name: Gavin Treanor

Title: Director

**J9M INVESTMENTS INC.**

By: /s/ Robert Walton

Name: Robert Walton

Title: Partner  
8/1/2024

**T3 RESEARCH LLC.**

By: /s/ Thomas Turner

Name: Thomas Marshall Turner

Title: Managing Member  
8/1/2024

**DINO MICACCHI**

/s/ Dino Micacchi

8/1/2024

**RICK SEEFRIED**

/s/ Rick Seefried

8/1/2024

**ROMANA BOZIC**

/s/ Romana Bozic

8/1/2024

**LGX ENERGY CORP.**

By: /s/ Howard Crosby

Name: Howard Crosby

Title: Chief Executive Officer  
8/1/2024

**Schedule "A"**

**Vendors and Allocation of Consideration Shares**

<b>Name of Vendor</b>	<b>Email Address for Notice</b>	<b>Address</b>	<b>Number of Shares Held</b>	<b>Number of Consideration Shares to Be Received</b>
Xrossbridge Ventures Inc.	[REDACTED]	[REDACTED]	5	10,020
Dino Micacchi	[REDACTED]	[REDACTED]	3.5	7,015
J9M Investments Inc.	[REDACTED]	[REDACTED]	97	194,405
T3 Research LLC	[REDACTED]	[REDACTED]	20	40,084
Richard Seefried	[REDACTED]	[REDACTED]	10	20,042
Romana Bozic	[REDACTED]	[REDACTED]	2	4,008
LGX Energy Corp.	[REDACTED]	[REDACTED]	102	204,426
<b>TOTAL</b>			<b>239.5</b>	<b>480,000</b>

**SCHEDULE "B"**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

