Execution Version

ESCROW SHARE TRANSFER AGREEMENT

THIS AGREEMENT made effective as of March 24, 2026.

BETWEEN:

XINGTAO ZHOU., an individual residing in China

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

- and -

JOHN WALLACE, an individual residing in the United States

(hereinafter referred to as "**Wallace**", and collectively with Zhou, the "**Vendors**", and each, a "**Vendor**")

- and -

EACH OF THE PURCHASERS LISTED IN SCHEDULE "A"

(collectively, the "**Purchasers**", and each, a "**Purchaser**")

- and -

SPACE KINGDOM DIGITAL CAPITAL CORP., a corporation incorporated pursuant to the laws of the Province of British Columbia

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

WHEREAS:

A. The Vendors own, of record, common shares in the capital of the Corporation (the "**Common Shares**") in the numbers set out below:

Description	**Common Shares**
Xingtao Zhou	1,600,000
John Wallace	380,000

B. The Vendors desire to sell an aggregate of 1,980,000 Common Shares described above in Recital A (the "**Purchased Shares**") to the Purchasers and the Purchasers desire to purchase such Purchased Shares from the Vendors, as more particularly described in Section 4, below.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the promises, covenants, agreements, warranties and payments herein set forth and provided for, the parties hereto respectively covenant and agree as follows:

SECTION 1
INTERPRETATION

1.1 Definition

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

(a) "**Agreement**" means this agreement among the Vendors, the Purchasers and the Corporation, and the expressions "above", "below", "herein", "hereto", "hereof" and similar expressions refer to this Agreement;

(b) "**Closing Date**" means the third business day following receipt of all of the Regulatory Approvals, or such other date as is consented to by the parties hereto;

(c) "**Common Shares**" means common shares in the capital of the Corporation;

(d) "**Escrow Agent**" means Odyssey Trust Company;

(e) "**Escrow Agreement**" means that certain CPC escrow agreement dated May 12, 2023, among the Corporation, the Transfer Agent as trustee, and certain securityholders of the Corporation including the Vendors;

(f) "**Purchase Price**" has the meaning attributed to it in Section 4 hereof and is payable in the manner set out in Section 4 hereof;

(g) "**Purchased Shares**" means the 1,980,000 Common Shares owned by the Vendors as set out in Recital A hereof;

(h) "**Regulatory Approvals**" means the written consents or approvals, in form and substance satisfactory to the Vendors and the Purchaser acting reasonably, of any governmental or regulatory agency or person whose consent to the transactions contemplated hereby is required, including the TSXV;

(i) "**Time of Closing**" means 9:30 a.m. on the Closing Date;

(j) "**Transfer Agent**" means Odyssey Trust Company;

(k) "**TSXV**" means the TSX Venture Exchange.

1.2 Canadian Dollars

All dollar amounts referred to in this Agreement are in Canadian funds, unless otherwise indicated herein.

1.3 Extended Meanings

In this Agreement, unless defined otherwise, words importing the singular number include the plural and vice versa and words importing gender entail all genders, including the neuter gender.

1.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

1.5 Headings

Section and paragraph headings are not to be considered part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.

1.6 Successors and Assigns

All of the terms and provisions in this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 2
REPRESENTATIONS AND WARRANTIES OF BENEFICIAL VENDORS AND THE CORPORATION

2.1 Representations Relating to the Vendors and the Purchased Shares

To induce the Purchasers to enter into this Agreement and complete the transactions contemplated hereby, each Vendor represents and warrants the following to and in favour of the Purchasers set out beside his or her name in Schedule "B", now as provided in this Section 2.1 in respect of the Purchased Shares:

(a) the Vendor is the registered and beneficial owner of that number of Purchased Shares set out beside his or her name in Schedule "B", and such Purchased Shares are free of all mortgages, charges, liens, pledges, claims, security interests, agreements and other encumbrances other than those imposed by the Escrow Agreement and no person, firm or corporation has any agreement or option or right capable of becoming an agreement or option for the purchase from the Vendor of any of such Purchased Shares represented herein to be owned by the Vendor except as provided herein, and the Vendor has good right, full power and absolute authority to sell and assign the Purchased Shares held by the Vendor as provided in this Agreement. The Purchased Shares are not subject to any shareholder, pooling, escrow or similar agreements, except the Escrow Agreement; and

(b) there are no actions, suits, proceedings or claims existing or, to the best of the knowledge, information and belief of the Vendor, pending or threatened, which might reasonably be expected to result in a material impairment or loss of the Vendor's interests in the Purchased Shares or any part thereof, and there is no particular circumstance, matter or thing known to the Vendor which could reasonably be anticipated to give rise to any such action, suit, proceeding or claim.

2.2 Representations and Warranties Surviving Closing Date

The covenants, representations and warranties of the Vendors contained in this Section 2 and elsewhere in this Agreement, shall either be set forth in or shall be deemed to apply to all assignments, transfers, conveyances or other documents conveying the Purchased Shares hereunder, and there shall not be any merger of any covenant, representation or warranty in such assignments, transfers, conveyances or documents, notwithstanding any rule or law in equity or in statute to the contrary, and shall continue in full force and effect for a period of 24 months from the Closing Date.

SECTION 3
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

3.1 Representations and Warranties of the Purchaser

To induce the Vendors to enter into this Agreement and complete the transactions contemplated hereby, each Purchaser, severally and not jointly, represents and warrants the following to and in favour of the Vendor or Vendors set out beside his or her name in Schedule "B" as provided in this Section 3.1 in respect of such Purchaser:

(a) the Purchaser is acquiring the Purchased Shares as principal and, as of the date hereof, the Purchaser is, and, as at the time of Closing, the Purchaser will be, an "accredited investor" as defined in National Instrument 45-106 - *Prospectus Exemptions*;

(b) this Agreement has been duly executed and delivered by the Purchaser and all documents required hereunder to be executed and delivered by the Purchaser shall have been duly executed and delivered and this Agreement does, and such documents will, constitute legal, valid and binding obligations of the Purchaser enforceable in accordance with their terms; and

(c) the execution and delivery of this Agreement and each and every agreement or document to be executed and delivered hereunder by the Purchaser and the consummation of transactions contemplated herein will not, as a result of the Purchaser's involvement, violate nor be in conflict with any provision of any material agreement or instrument to which the Purchaser is a party or is bound or, to the best of the Purchaser's knowledge, information and belief, any judgment, decree, order, statute, rule or regulation applicable to the Purchaser.

3.2 Representations and Warranties Surviving the Closing Date

The covenants, representations and warranties of the Purchasers contained in this Section 3 and elsewhere in this Agreement shall either be set forth in or shall be deemed to apply to all assignments, transfers, conveyances or other documents conveying the Purchased Shares hereunder, and there shall not be any merger of any covenant, representation or warranty in such assignments, transfers, conveyances or documents, notwithstanding any rule or law in equity or in statute to the contrary, and shall continue in full force and effect for a period of 24 months from the Closing Date.

SECTION 4
PURCHASE OF PURCHASED SHARES

4.1 Purchase Price for the Purchased Securities

At the Time of Closing, the Vendors shall sell and convey all of the Purchased Shares and the Purchasers shall purchase and accept the Purchased Shares for an aggregate purchase price as determined by the provisions of paragraph 4.2 below.

4.2 The Purchase Price

The Purchase Price for the Purchased Shares shall be $0.05 per Purchased Share, for an aggregate Purchase Price for all the Purchased Shares of $99,000. The Vendors will direct the Purchasers at the Time of Closing to pay to the Vendors (i) $49,500 by wire transfer, certified cheque, money order, bank draft or in another manner acceptable to the Vendors, representing half of the Purchase Price, and (ii) the remaining $49,500 to the Corporation, to be used towards interim working capital requirements of the Corporation.

4.3 Delivery of the Purchased Shares

Subject to the fulfilment of all of the terms and conditions hereof (unless waived as herein provided), at the Time of Closing, the Vendors shall deliver to the Purchasers evidence in writing from the Transfer Agent that a transfer within escrow of share certificates representing the Purchased Shares has been duly and regularly recorded on the books of the Corporation in the names of the Purchaser as indicated in Schedule "B".

SECTION 5
COMPLETION OF PURCHASE

5.1 Mutual Conditions

The obligation of each party to complete the transactions described in this Agreement are subject to the fulfilment of each of the following conditions, unless waived with the mutual consent of the Vendors and the Purchasers.

(a) Regulatory Approvals. At the Time of Closing, the Regulatory Approvals shall have been obtained. The Vendors and the Purchasers agree to co-operate in obtaining all required orders, consents and approvals.

(b) Corporate Proceedings. At the Time of Closing, all necessary steps and corporate proceedings shall have been taken to permit the Purchased Shares to be duly and regularly transferred to their respective Purchaser, including, but not limited to, the board of directors of the Corporation shall have approved the transfer.

(c) TSXV Approval of Transfer within Escrow. At the Time of Closing, the TSXV shall have approved of a transfer within escrow of the Purchased Shares to the Purchaser.

(d) Transfer Agent Matters. At the Time of Closing, the parties shall have delivered to the Transfer Agent all necessary documents to permit the Purchased Shares to be duly and regularly transferred to their respective Purchaser, which may include a completed transfer form and other documents as required by the Transfer Agent.

(e) Escrow Agent Matters. At the Time of Closing, the parties shall have delivered to the Escrow Agent all necessary documents to permit the Purchased Shares to be duly and regularly transferred to their respective Purchaser, which may include an acknowledgment in the form of TSXV Form 5E (*Agreement by Escrow Transferee to be Bound by Escrow Agreement*) signed by the Purchasers and other documents as required by the Escrow Agent.

If any such conditions shall not be fulfilled or waived with the mutual consent of the Vendors and the Purchasers at or prior to the Time of Closing, any of the Vendors or the Purchasers may rescind this

Agreement by written notice to the other parties to the this Agreement and, in such event, the Purchasers, the Vendors and the Corporation shall be released from all obligations hereunder.

5.2 Purchaser's Conditions

The obligation of each Purchaser to complete the purchase of the Purchased Shares contemplated herein is subject to the fulfilment of the following conditions, unless waived in writing by the Purchasers.

(a) Vendors' and Corporation's Representations, Warranties and Covenants. At the Time of Closing, each Vendor and the Corporation shall have executed, delivered and performed all agreements and documents on their part to be performed hereunder and all representations and warranties of the Vendors contained in Section 2 shall be true at the Time of Closing, with the same effect as if made on and of such date.

If any such conditions shall not be fulfilled or waived in writing by the Purchasers at or prior to the Time of Closing, the Purchasers may rescind this Agreement by written notice to the Vendors and, in such event, the Purchasers, the Vendors and the Corporation shall be released from all obligations hereunder.

5.3 Vendors' Conditions

The obligation of each Vendor to complete the sale of the Purchased Shares contemplated herein is subject to the fulfilment of the following conditions, unless waived in writing by the Vendors.

(a) Purchaser's Representations, Warranties and Covenants. At the Time of Closing, each Purchaser shall have executed, delivered and performed all agreements and documents on its part to be performed hereunder and all representations and warranties contained in Section 3 shall be true at the Time of Closing, with the same effect if made on and as of such date.

If any such conditions shall not be fulfilled or waived in writing by the Vendors at or prior to the Time of Closing, the Vendors may rescind this Agreement by written notice to the Purchaser and, in such event, the Vendors, the Purchaser and the Corporation shall be released from all obligations hereunder.

5.4 Rescission and Termination

(a) Satisfaction of Conditions. Each of the parties hereto covenant and agree with the other parties hereto to use all reasonable efforts until the Time of Closing to take or refrain from taking any actions with the intent that the conditions precedent, as set forth in this Section 5, shall be satisfied and all covenants and agreements herein made by them shall have been performed.

(b) Consequences of Rescission. In the event that this Agreement is rescinded and terminated pursuant to the provisions of paragraph 5.1, 5.2 or 5.3 herein, each party hereto shall be released from all obligations hereunder and each party hereto shall take all reasonable actions to return the other parties to the position relative to the Purchased Shares which such party occupied prior to the execution hereof.

SECTION 6
GENERAL

6.1 News Release

Promptly following the Time of Closing, the Corporation shall publicly announce the transactions contemplated in this Agreement, as required by applicable laws and the TSXV policies, which press release will be provided to the Purchasers in advance for their review and approval, acting reasonably.

6.2 Limitation on Liability

The aggregate liability of any party pursuant to this Agreement is limited to that portion of the Purchase Price attributable to the Purchased Shares purchased or sold by such party.

6.3 Documents and Information Confidential

Until immediately after the Time of Closing, all documents and information exchanged or received hereunder by the Purchaser, the Vendors, or the Corporation and their respective auditors and solicitors shall be treated as confidential information except as may be required by law or regulation, including the rules and policies of the TSXV.

6.4 Time of the Essence

Time shall be of the essence of this Agreement.

6.5 Governing Law

This Agreement shall be construed in accordance with the laws of the Province of British Columbia.

6.6 Execution

This Agreement may be executed in several counterparts, including facsimile or other electronic counterpart, each counterpart shall be deemed to be an original, such counterparts together shall constitute one and the same instrument and, notwithstanding their date of execution, each counterpart be deemed to bear the date as of the date above written.

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Signature page follows.]

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of the date first above written.

SPACE KINGDOM DIGITAL CAPITAL CORP.

Per: /s/ *"Christopher Farnworth"*

/s/ *"Xingtao Zhou"*
XINGTAO ZHOU

/s/ *"John Wallace"*
JOHN WALLACE

CANAL FRONT INVESTMENTS INC.

Per: /s/ *"Blair Naughty"*

KLUANE CAPITAL FZCO.

Per: /s/ *"James Rogers"*

/s/ *"Rajeev Dewan"*
RAJEEV DEWAN

SCHEDULE "A"

LIST OF PURCHASERS

1. Canal Front Investments Inc.
2. Kluane Capital FZCO
3. Rajeev Dewan

SCHEDULE "B"

PURCHASED SHARES

Vendor	Purchaser	Number of Shares	Price per Share	Total Purchase Price to be Paid to the Vendor	Total Purchase Price to be Released to the Corporation
Xingtao Zhou	Canal Front Investments Inc.	800,000	$0.05	$20,000	$20,000
Xingtao Zhou	Kluane Capital FZCO	800,000	$0.05	$20,000	$20,000
John Wallace	Rajeev Dewan	380,000	$0.05	$9,500	$9,500
Total	**-**	**1,980,000**	**-**	**$49,500**	**$49,500**