



**SHARE PURCHASE
MEMORANDUM OF UNDERSTANDING**

ISSUE DATE OF AGREEMENT: March 30th, 2020

TRANSACTION AGREEMENT CODE: ITA-MINE/15MXUSD/0103032020/TEMCO

TRANSACTION AGREEMENT IDENTIFICATION: ICTS TRUST ATOA

This SHARE PURCHASE AGREEMENT (the "Agreement") is dated this 30th day of March, 2020, and is made by and between [REDACTED] having one address located at [REDACTED] (Hereinafter referred to herein as "Group") and ICTS TRUST ATOA, LLC with its address located at 8788 Southwestern Blvd, Angola, NY 14006 (Hereinafter referred to herein as "ICTS") (Collectively referred to herein as the "Parties" or individually as the "Party").

RECITALS:

WHEREAS, ICTS has agreed to enter into a share purchase agreement with Group who has two Patented Mining Claims and thirty BLM Mining Claims collectively known as The Eureka Mining Company LLC. True and correct copies of the Patented Claim report are attached hereto as Exhibit A. True and correct copies of the thirty BLM Mining Claims report are attached hereto as Exhibit B. Where these Claims mineral rights is to be purchased from Group for the purchase price of [REDACTED] [REDACTED] Exhibit C.

WHEREAS, ICTS agreed to purchase the 32 Hard Rock Mining Claims on the representations and the terms stated above by Group and use [REDACTED] to make the purchase.

AGREEMENT:

NOW, THEREFORE, in consideration of the terms, obligations and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. TRANSACTIONAL DEAL POINTS:

1.0 ICTS agrees to purchase the shares of Group, which owns 100% of all the Eureka Mining claims mentioned herein.

[REDACTED]



1.2

[REDACTED] ICTS will assist Group in procuring appropriate crypto currency wallet and assist them getting setup with the crypto currency exchange.

1.3 The individuals executing this Agreement on behalf of ICTS and Group represent and warrant that they have all the legal and institutional authority to enter into this Agreement on behalf of the legal entity for which they are signing and to bind that entity to the terms of this Agreement.

1.4 It is agreed by both parties that "IF" Group DOES NOT successfully close on this transaction within the time frames agreed upon, Group can request additional time in writing, if acceptable by ICTS. Moreover, if these 32 Mining Claims are not turned over to ICTS, then Owner Group is required to return all XUSD crypto currency free of lien and encumbrances to ICTS within Forty-Eight hours (48 hours).

1.5 Each party will be responsible for paying their intermediary fees as needed. Any intermediary fees that have been agreed upon by any party cannot be part of this agreement and must be spelled out precisely in separate agreements that define their scope of work and their compensation.

1.6 Share format and method of stock transfer shall be identified in an addendum made a part of this agreement [REDACTED]

II. CLOSING

2.0 Closing Costs. Any closing costs will be paid at each party's sole expense from monetized processes.

III. MISCELLANEOUS

3.0 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of CO and/or the United States of America. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties hereby agree that the Courts of CO and/or the United States of America, shall be the sole jurisdiction and venue for the bringing of the legal action.

3.1 Professional Fees and Costs. If a lawsuit, arbitration, or other proceedings are instituted by any Party to enforce any of the terms or conditions of this Agreement against any other Party hereto, the prevailing party in such litigation, arbitration, or proceedings shall be entitled, as an additional item of damages, to such reasonable attorneys' and other professional fees and costs including, but not limited to, witness fees; court costs; arbitrators' fees; arbitration administrative fees, travel expenses, and other out-of-pocket expenses or costs of such other proceedings as may be fixed by any court of competent jurisdiction, any arbitrator or other judicial or quasi-judicial body having jurisdiction thereof, whether or not such litigation or proceedings proceed to a final judgment or award. For the purposes of this section, any party receiving an arbitration award or a judgment for damages or other amounts shall be deemed to be the prevailing Party, regardless of amount of the damage awarded or whether the award or judgment was based on all or some of such Party's claims or causes of action, and any Party against whom a



lawsuit, arbitration or other proceeding is instituted and later voluntarily dismissed by the instituting Party shall be deemed to be the prevailing Party.

3.2 Mediation/Arbitration. The Parties to this Agreement acknowledge and agree to submit any dispute involving the interpretation or application of this Agreement, and any controversy or claim arising out of or relating in any way to this Agreement, or the breach hereof (including as to the validity, scope and enforceability of this agreement to arbitrate), which has not been resolved within thirty (30) days after either Party has notified the other in writing of the controversy, to mediation with a mutually selected mediator in the State of CO or The United States of America. In the event such dispute cannot be resolved by mediation, the dispute shall then be determined by arbitration that shall be administered in the State of CO or any The United States of America venue, in complete accordance with the Arbitration Rules of the American Arbitration Association then in effect, and any court having jurisdiction thereof may enter any decision rendered by the arbitrator.

3.3 Executed Counterparts. This Agreement may be executed in multiple originals and a fully executed electronically transmitted copy or facsimiles thereof shall be deemed an original legally binding document. Any modifications to this Agreement must be in writing and signed by all parties. Each signatory to this Agreement shall have the right to have this Agreement delivered either personally or via courier of the original signed and notarized document. This Agreement may be executed in one or more counterparts, none of which requires more than one signature thereon to be a legal and binding counterpart. Further, any counterpart hereof transmitted digitally or electronically, and / or signed, initialed, or marked digitally or electronically, will also be deemed an original, and shall be a Binding, and Enforceable Document, unless otherwise specified in writing by the Parties. In similar fashion, digitally or electronically transmitted counterparts of any executed modification or amendment to this Agreement will also be deemed to be an original and binding document or documents.

3.4 Assignment. The Parties may, and shall have any right or power to, assign, convey and otherwise transfer all or any part of its interest or rights herein without the prior written consent of the other Party; the consent of which shall not be unreasonably withheld.

3.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

3.6 Headings. The headings of this Agreement are for purposes of convenience only and shall not limit or define the meaning of the provisions of this Agreement.

3.7 Confidentiality. Other than as required or permitted by the terms of this Agreement, Purchaser shall not release or cause or permit to be released any press notices or releases or publicity (oral or written) or advertising promotion relating to, or otherwise announce or disclose or cause or permit to be announced or disclosed, in any manner whatsoever, the terms and conditions of this Agreement and transaction.

3.8 No Third-Party Beneficiaries. The Parties agree that there are no third parties who are intended to benefit from or who are entitled to rely on any of the provisions of this Agreement. No third



party shall be entitled to assert any claims or to enforce any rights whatsoever pursuant to this Agreement. The covenants and agreements provided in this Agreement are solely for the benefit of the Parties and their permitted successors and assigns respectively.

3.9 Facsimile Signatures. The execution of this Agreement and all Notices given hereunder and all amendments hereto, may be affected by facsimile signatures and e-signatures, all of which shall be treated as originals, provided however, that the party receiving a document with a facsimile signature or e-signature may, by Notice to the other, require the prompt delivery of an original signature to evidence and confirm the delivery of the facsimile signature or e-signature. The Parties each intend to be legally bound by its respective facsimile transmitted or e-signatures and is aware that the other party will rely thereon, and each party waives any defenses to the enforcement of the Agreement, and documents, and any Notices delivered by facsimile or electronic transmission.

TRANSACTIONAL PROCEDURES

The following are the procedures with an approximate timeline to insure an efficient operation:

Both parties mutually agree to the following procedures:

1. **ICTS Shall purchase 100% of the 100 shares of TEMCO from [REDACTED] for the mutually agreed purchase price [REDACTED]**
2. [REDACTED]
3. [REDACTED]
4. **Once the wallet is setup, ICTS will [REDACTED] and upon confirmation of receipt, Group will transfer at the same time Stock certificates [REDACTED] will transfer all shares as well.**
5. [REDACTED]
6. [REDACTED]
7. **Group, [REDACTED] will have the ability to draw down and transfer money from their crypto currency trading profits and or principal to the nominated bank account of their choosing for liquidity.**

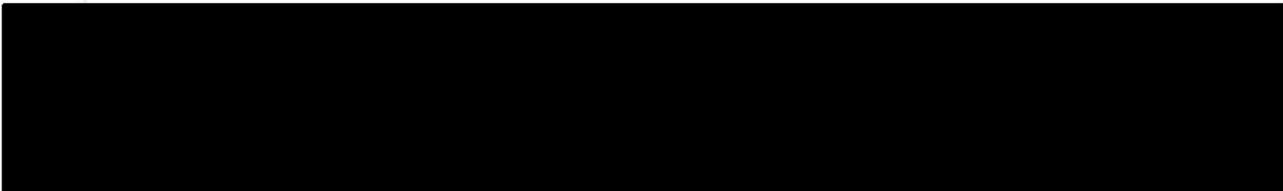
REPRESENTATIONS AND WARRANTIES



1. *Organization.* In behalf of TEMCO, [REDACTED] is duly organized, validly existing and in good standing under the laws and has the requisite corporate or similar power and authority to own its assets and to carry on its business as presently conducted and is duly qualified to do business and is in good standing. Complete and correct copies of the certificate of incorporation and by-laws (or equivalent organizational documents) as currently in effect, have been made available to ICTS and as so made available, are in full force and effect.

2. *Authority; Enforceability.* ICTS TRUST ATOA has the corporate or other power and authority to execute and deliver this Agreement to which it is a party and to perform its obligations hereunder and to consummate the transactions contemplated herein. The execution and delivery by ICTS TRUST ATOA of this Agreement constitutes or will constitute a legal, valid and binding agreement of each ICTS TRUST ATOA and TEMCO, [REDACTED]

3. *No Conflict.* The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder on the part of ICTS TRUST ATOA and TEMCO, [REDACTED] does not and will not violate any applicable law, ordinance, statute, rule, regulation, order, decree or judgment, conflict with or result in the breach of any material terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the property or assets of TEMCO by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which TEMCO is a party so as to prevent TEMCO from performing its obligations hereunder.

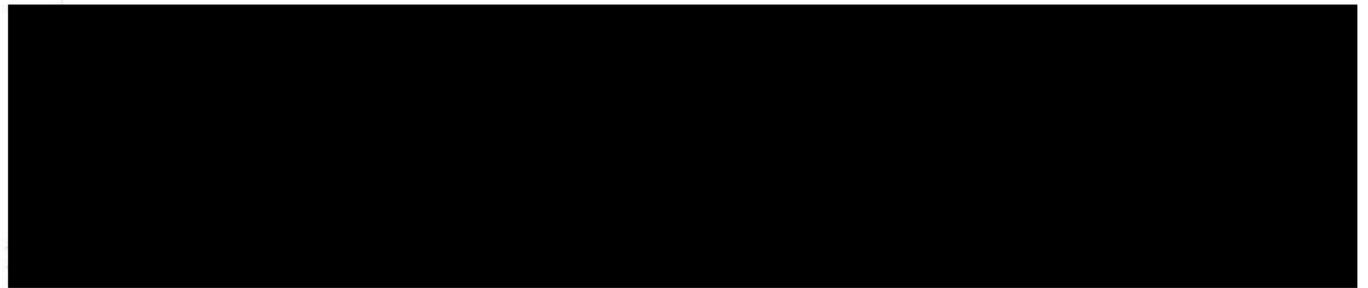


5. *Best Efforts; Further Assurances.* TEMCO and Owner Group will use their best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and assist and cooperate with the other parties in doing, all things necessary or desirable under applicable Laws and regulations to consummate, in the most expeditious manner practicable, the transaction contemplated by this Agreement. Furthermore, TEMCO and Owner Group represents that upon ICTS TRUST ATOA meeting the conditions precedent outlined herein, Owner Group will complete the transaction without delay.



Agreed, Understood, and Accepted this 29th. Day of March 2020.

For and on behalf of **ICTS TRUST ATOA**



SIGNATORY NAME: James L. Nelson, Trustee

Passport #: [REDACTED]

Date of Issue: 08-02-2017

Date of Expiry: 08-01-2027

Issuing Authority: USA

For and on behalf of **TEMCO** The Group



SIGNATORY NAME: [REDACTED]

Passport #: [REDACTED]

Date of Issue: 5/19/2015

Date of Expiry: 5/18/2025

Issuing Authority: USA



For and on behalf of **MASTERS GROUP, INC.**

By:



SIGNATORY NAME: JIM L. FINE President

Passport #:



Date of Issue: 5/19/2015

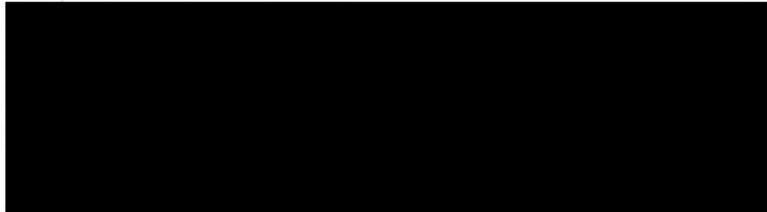
Date of Expiry: 5/18/2025

Issuing Authority: USA

For and on behalf of



SIGNATORY NAME:



LIMITED DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, [REDACTED] [REDACTED] have made, constituted and appointed, and by these presents do make, constitute and appoint [REDACTED] my true and lawful attorney-in-fact for the sole purpose of the following:

To bargain, sell, purchase, transfer, convey, assign, exchange, lease for any period, mortgage, pledge or otherwise deal with or dispose of, for any consideration, on any terms, and subject to any conditions and provisions, any of my interest in The Eureka Mining Company, LLC, or my property situated in the State of Colorado, whether real or personal, tangible or intangible, which I may now or hereafter own or acquire or have any rights or interest in; to do any and all acts and to execute, acknowledge and deliver any and all agreements, instruments, deeds or documents to effect any such dealing or disposition; and to provide for the care and maintenance of any of my leased property and to pay expenses incurred in connection therewith;

This Limited Durable Power of Attorney shall not be affected by disability of the principal or lapse of time. **IT IS MY SPECIFIC INTENT THAT THE POWERS GRANTED HEREIN SHALL SURVIVE MY DISABILITY AS PROVIDED BY OHIO REVISED CODE SECTION 1337.09 AND ANY SUCCESSOR PROVISION.**

IN WITNESS WHEREOF, I have hereunto set my hand at Millersburg, Ohio on this 5th day of May, 2010.

[REDACTED]

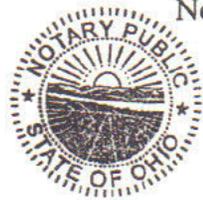
STATE OF OHIO)
) ss:
COUNTY OF HOLMES)

The foregoing instrument was acknowledged before me this 5th day of May, 2010, by [REDACTED]

Robin Roach

Notary Public

This instrument prepared by:
Garrett M. Roach, Attorney-at-Law
Critchfield, Critchfield & Johnston, Ltd.
138 East Jackson Street
Millersburg, Ohio 44654
(330) 674-3055/Fax: (330) 674-4469



ROBIN ROACH
Notary Public, State of Ohio
My Commission Expires
November 29, 2010



EXHIBIT A
PATENTED LODGE CLAIMS
TEMCO



SURVEY No. 2049.
Mineral District No. 3.

PLAT

OF THE CLAIM OF

R. W. MILLER

OF THE

SATURDAY NIGHT LODGE

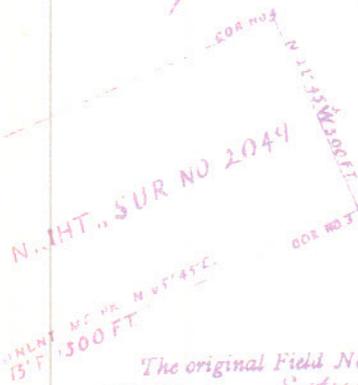
LAKE GREEK MINING DISTRICT LAKE COUNTY, COLORADO.

Surveyed by **G. W. HULL** U. S. Deputy Surveyor.

Containing **10.33** Acres.

Scale **200** Feet to an Inch.

Var **15** E.



The original Field Notes of the claim of *R. W. Miller* upon the *Saturday Night Lodge* Lode from which this Plat has been made, have been examined and approved, and are on file in this office. And I hereby certify that they serve fully to identify the premises, and that such reference is made therein to natural objects and permanent monuments as will perpetuate and fix the locus thereof. I further certify that the value of the labor and improvements upon the said Mining Claim placed thereon by the applicant or his grantors, is not less than Five Hundred Dollars, as sworn to by the Deputy Surveyor, and that said improvements consist of *two electric appliances, several acres of crosscut*.

And I further certify that this is a correct Plat of said Mining Claim or premises, made in conformity with said original Field Notes of survey thereof.

U. S. SURVEYOR-GENERAL'S OFFICE,
DENVER, COLORADO.

November 9th 1881.

Albert Johnson
U. S. Surveyor-General for Colorado.

Blm
On ID:
201871



SURVEY No. 7050
Mineral District No. 3

PLAT

OF THE CLAIM OF

R. W. MILLER

OF THE

EUREKA LODE

LAKE GULCH MINING DISTRICT LAKE COUNTY, COLORADO.

Surveyed by **G. W. HULL** U. S. Deputy Surveyor

Containing **10.09** Acres.

Scale **200** Feet to an inch.

Var. **15° E**

SATURDAY NIGHT
SEP NO 20 1899

HIGH MT. PA. 147° 50' E.

The original Field Notes of the claim of R. W. Miller
upon the Eureka Lode from which this Plat has been made, have
been examined and approved, and are on file in this office. And I hereby certify that they fur-
nish such an accurate description of said Mining Claim as will, if incorporated into a patent,
serve fully to identify the premises, and that such reference is made therein to natural objects
and permanent monuments as will perpetuate and fix the locus thereof. I further certify that
the value of the labor and improvements upon the said Mining Claim placed thereon by the
applicant or his grantors, is not less than Five Hundred Dollars, as sworn to by the Deputy
Surveyor, and that said improvements consist of 21.96 Acres &c.

And I further certify that this is a correct Plat of said Mining Claim or premises, made
in conformity with said original Field Notes of survey thereof.

U. S. SURVEYOR-GENERAL'S OFFICE,
DENVER, COLORADO.

APPROVED SEP 2 1899

Albert Johnson
U. S. Surveyor-General for Colorado.

BLM Log
DM ID
201892



EXHIBIT B
UNPATENTED BLM CLAIMS
TEMCO



8/20/2019 10:46:13 AM

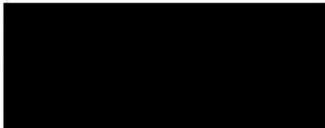
August 20, 2019

To: Bureau of Land Management, Colorado Office

Reason: Annual Maintenance Fees 2020

Enclosed please find copy of current filing with Lake County Clerk and Recorder, listing of 30 unpatented claims from L2000 system and authorization to charge fees through my Discover Card for \$4,950.

Please send receipt to address on file.



Managing Member

2019 JUL 23 AM 15
CO ST. CLERK REC'D
LAKESIDE CO



Receipt

Page 1 of 1

CMC 283962

United States Department of the Interior
Bureau of Land Management
 DIV OF SUPPORT SERVICES
 2850 YOUNGFIELD STREET
 LAKEWOOD, CO 80215 -7076
 Phone: (303) 239-3600

Receipt

No: 4540947

Transaction #: 4661896	THANK YOU FOR YOUR RECENT MINING CLAIM FILING.
Date of Transaction: 08/23/2019	
CUSTOMER:	THIS IS A COPY FOR YOUR RECORDS
EUREKA MINING COMPANY LLC [REDACTED]	

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LOCATABLE MINERALS / MINING CLAIMS- NOT NEW-UNADJUD.ONE AUTH NO ONLY / MINING CLAIM MONEY RECEIVED CASES: CMC283962/\$4950.00		- n/a -	4950.00
TOTAL:					\$4,950.00

PAYMENT INFORMATION	
NOTE: Items will appear on credit card statement as "Bureau of Land Mgmt CO".	
1	AMOUNT: 4950.00 POSTMARKED: N/A
	TYPE: CREDIT CARD RECEIVED: 08/23/2019
	NAME: EUREKA MINING COMPANY LLC [REDACTED]
	CARD NO: [REDACTED] AUTH CODE: [REDACTED]
	NAME ON CARD: [REDACTED]
	SIGNATURE: BY MAIL

REMARKS
RECORDS UPDATED

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

Assess Code(s) 782
 2020 / Assessment Year
 Rept # [REDACTED]
 Date AUG 30 2019



Form BLM-3
(June 2014)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
**MAINTENANCE FEE PAYMENT FORM FOR
LODE CLAIMS, MILL SITES, AND TUNNEL SITES**

Remitter Name: *The Everka Mining Company LLC*



Check here if this is a change of address.

FOR COUNTY RECORDER'S USE

No. of claims/sites 30
x ~~500~~ ⁸¹⁰⁵ per claim/site
Total due BLM \$ 24,956

1. The maintenance fee may be paid by cash, check, money order, Bureau of Land Management (BLM) Declining Deposit Account, or credit card (VISA, American Express, Discover, or MasterCard). Payments must be remitted to the BLM State Office where your claim or site is recorded and received on or before September 1. If the payment is mailed, the envelope must be postmarked by a bona fide delivery service on or before September 1 and received at the proper BLM State Office within 15 calendar days after the due date. Payments may also be made by telephone using a credit card. A complete listing of BLM State Offices with their addresses and phone numbers can be found at <http://www.blm.gov>.

2. The maintenance fee for the following claim(s)/site(s) applies to the assessment year 2020

CLAIM/SITE NAME	BLM SERIAL NO.
<i>SEE ATTACHED LIST, Inks County, Idaho</i>	<i>CNIC 283762</i>
	<i>↓ ↓</i>
	<i>CNIC 283771</i>

RECORDS UPDATED
Action Code(s) 782

Use a separate sheet for additional claim/site names, serial numbers, and claimant names and addresses.

Assessment Year 2020
Rcpt # 4540947

Initials R

Date AUG 30 2019

(Continued on page 2)



376004 7/26/2019 2:23 PM
1 of 2 MAI RS20.50 DS0.00

Patricia Berger
Lake County

FILED FOR RECORD DAY OF July 22nd, 2019 AD O'CLOCK
RECEPTION # _____ RECORDER# _____

STATE OF COLORADO

vs.

Bueno COUNTY

page 1 of 2

BEFORE ME, THE SUBSCRIBER, PERSONALLY APPEARED [REDACTED] WHO
BEING DULY SWORN, SAITH THAT AT LEAST ONE HUNDRED AND NO/100
DOLLAR'S (\$100.00) WORTH OF WORK OR IMPROVEMENTS WAS PERFORMED OR
MADE UPON EACH OF THE FOLLOWING CLAIMS:

NAME-LODE	BLMB	LOCATION CERTIFICATE IN RECORDS OF LAKE COUNTY.	BOOK	PAGE
JUSTIN	283991		432	363
SHIRLEY	283990		432	364
THE DON	283989		432	365
THE BOY	283988		432	366
THE WILMA	283982		432	367
EUREKA	283962	WESTERN EXTENSTON	432	368
THE JON	283968		432	371
THE MICHAEL	283969		432	372
THE FOSSIL	283975		432	352
SHAG NASTY	283974		432	353
THE ALLEN	283973		432	354
THE JNEZ	283972		432	355
THE JUNE	283963		432	356
THE DOC	283981		432	358
THE DAVID	283987		432	359
THE LINIKIN	283986		432	360
THE THELMA	283985		432	361
THE NANCY	283984		432	362
THE CHARLIE	283970		432	373
THE MARNY	283971		432	374
J&K LOBE	283976		433	477
JOSI LEE	283977		433	478
THE KIRKIUS	283980		433	479
TYRONE	283983		433	480
BIBBITY	283966		433	481
MERLIN	283964		433	482
FLACA	283965		433	483
VIVIAN	283979		433	484
GOLD DUST	283967	TWINS	433	485
ROADRUNNER	283978		433	486

Total of 30 claims listed.

RECORDS UPDATED 374
 433 477
 A. 423 Ded(s) 782
 For 2020 Assessment Year
 Rcpt # 4540947
 Initials [Signature] Date Aug 30 2019
 433 484
 433 485
 433 486

7/26/2019 2:23 PM
 376004
 MAI RS20.50 DS0.00



376004

376004 7/26/2019 2:23 PM
1 of 2 MAI RS20.50 DS0.00

Patricia Iserge
Lake County

Page 2 continued

Situated in TWIN LAKES (LACKAWANNA) Mining District, County of LAKE State of Colorado, such expenditure made by or at the expense of THE EUREKA MINING COMPANY, LLC owners of said claims, for the year ending 12 o'clock meridian September 1st, 2019, and for the purpose of holding said claims. Such expenditure made between 20th day of June 2019, and 20th day of July, 2019.

[Redacted]
[Redacted] Managing Member

Subscribed and sworn to before me,
this 14 day of July A. D. 2019

[Redacted]

RACHELLE TURNER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094023138
My Commission Expires July 23, 2021

My commission expires 07/23/2021

RECORDS UPDATED
Action Code(s) 782
For 2020 Assessment Year
Rcpt # 4540947
Initials [Signature] Date AUG 30 2019

54 11/17/22 DISTRICT

1013-1014-00
1013-1014-00



EXHIBIT C
XUSD PROOF OF FUNDS

