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Form 603Corporations Act 2001
Section 671B**Notice of initial substantial holder**To Company/registered
scheme/notified foreign
passport fund name

STRATA INVESTMENT HOLDINGS PLC

ACN/ARSN/APFRN
NFPFRN (if applicable)

ARBN 641646924

1. Details of substantial holder (1)

Name

1000433639 ONTARIO INC.

ACN/ARSN/APFRN (if applicable)

N/A - Canadian Entity

NFPFRN (if applicable)

The holder became a substantial holder on Dec 17, 2025**2. Details of voting power**

The total number of votes attached to all the voting shares or interests in the company, scheme or fund that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (5)
Class Depository Interests	14,000,000	14,000,000	8.26%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
1000433639 ONTARIO INC.	Beneficial owner of shares acquired via OTC block trade	14,000,000

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
1000433639 ONTARIO INC.	1000433639 ONTARIO INC.	1000433639 ONTARIO INC.	14,000,000

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
1000433639 ONTARIO INC.	December 17, 2025	Cash AUD \$1,820,000 (AUD \$0.13 per CDI)		Class Depository Interests 14,000,000

Annexure A Statement for Share Purchase Agreement

This is Annexure A of 7 pages referred to in Form 603 – Notice of Initial Substantial Holder.

Signed:  _____

Name: Natalia Yermolina

Capacity: Director

Date: December 17, 2025

- (e) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding agreement of the Vendor enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (f) **No Other Agreements to Purchase.** Except for the Purchaser's right under this Agreement, no person has any written or oral agreement, option or warrant or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such for the purchase or acquisition from the Vendor of any of the Purchased Securities.
- (g) **Title to Purchased Securities.** The Purchased Securities are owned by the Vendor as the registered and beneficial owner with a good title, free and clear of all liens, charges, pledges, security interests and other encumbrances. Upon completion of the transaction contemplated by this Agreement, the Purchaser will have good and valid title to the Purchased Securities, free and clear of all liens, charges, pledges, security interests and other encumbrances, other than liens granted by the Purchaser.
- (h) **No Action.** The Vendor is not aware of any action, suit or proceeding, at law or at equity, for or by any court or any federal, provincial, municipal or other governmental department, commission, board, agency or instrumentality which would prevent or materially adversely affect the transactions contemplated by this Agreement.
- (i) **Residence.** The Vendor is resident in California and is a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

Section 4 As is, Where is.

The Purchaser expressly acknowledges that except for the limited representations and warranties contained in Section 3, the Purchaser hereby agrees to purchase the Purchased Securities on the Closing Date on an "as is, where is" basis, and the Vendor makes no further or other representations, warranties or assurances, expressed or implied.

Section 5 Purchaser's Representations and Warranties.

The Purchaser represents and warrants as follows to the Vendor at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Securities:

- (a) **Incorporation and Qualification.** The Purchaser is a corporation incorporated and existing under the laws of Ontario. The Purchaser has the corporate power to enter into and perform its obligations under this Agreement.
- (b) **Corporate Authority.** The execution and delivery of and performance by the Purchaser of this Agreement have been authorized by all necessary corporate action on the part of the Purchaser.
- (c) **No Violation or Breach.** The execution and delivery of and performance by the Purchaser of this Agreement will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other person to exercise any rights under any contracts or instruments to which the Purchaser is a party and will not result in the violation of any law.

- (b) the purchase and sale of the Purchased Securities pursuant to this Agreement is an arm's-length commercial transaction between the Purchaser, on the one hand, and the Vendor, on the other;
- (c) the Vendor is acting as principal and not as an agent or fiduciary of the Purchaser. Furthermore, the Purchaser is solely responsible for making its own judgments in connection with the purchase of the Purchased Securities (irrespective of whether Vendor has advised or is currently advising the Purchaser on related or other matters);
- (d) it will not claim that the Vendor has rendered advisory services of any nature or respect, or owes an agency, fiduciary or similar duty to the Purchaser, in connection with such transaction or the process leading thereto;
- (e) the Corporation is not a "reporting issuer" (or equivalent thereof) in any jurisdiction other than Australia and under the requirements of the Australian Securities Exchange, that the Purchased Securities are subject to an indefinite restriction on resale (i.e., a "hold period") in Canada under applicable Canadian securities laws and that it will not be able to resell any of the Purchased Shares until expiration of the applicable hold period (which hold period will not commence to run until the Corporation has become a "reporting issuer" in a jurisdiction of Canada (which the Corporation has no obligation to become)) other than in accordance with limited exemptions under applicable securities legislation and regulatory policy and that any certificates representing the Purchased Securities which the Purchaser may receive may bear a legend referring to such restrictions and that neither the Corporation nor any transfer agent of the Corporation will register any transfers of the Purchased Securities not made in compliance with such restrictions on resale; and
- (f) applicable laws may require the Vendor to disclose certain personal information. The Purchaser's personal information may be disclosed by or on behalf of the Vendor to: (i) governmental or other regulatory authorities, (ii) the Corporation's registrar and transfer agent, and (iii) Canada Revenue Agency and United States Internal Revenue Service. By executing this Agreement, the Purchaser is deemed to be consenting to the foregoing collection, use and disclosure of its personal information.

Section 7 Conditions of Closing.

- (1) **Conditions for the Benefit of the Purchaser.** The purchase of the Purchased Securities is subject to the condition (which condition is for the exclusive benefit of the Purchaser) that the covenants, representations and warranties of the Vendor contained in this Agreement shall be true and correct as of the Closing Date with the same force and effect as if such covenants, representations and warranties had been made on and as of such date and may be waived, in whole or in part, by the Purchaser in its sole discretion.
- (2) **Conditions for the Benefit of the Vendor.** The sale of the Purchased Securities is subject to the condition (which condition is for the exclusive benefit of the Vendor) that the covenants, representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the Closing Date with the same force and effect as if such covenants, representations and warranties had been made on and as of such date and may be waived, in whole or in part, by the Vendor in its sole discretion.

Section 8 Closing.

The completion of the transaction of purchase and sale contemplated by this Agreement shall take place electronically on December 17, 2025 or at such other date as may be agreed upon in writing by the parties (the "Closing Date").

Section 16 Further Assurances.

Each of the parties covenants and agrees to do such things, to attend such meetings and to execute such further documents and assurances as may be deemed necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

Section 17 Severability.

If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

Section 18 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.


Section 19 Counterparts and Delivery.

This Agreement may be executed in any number of counterparts and may be delivered by facsimile or email in portable document format and all such counterparts taken together shall be deemed to constitute one and the same original instrument.

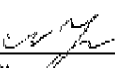
IN WITNESS WHEREOF the parties have executed this Share Purchase Agreement as of the date first written above.

1000433639 ONTARIO INC.

By:


Name: Peter Grosskopf
Title: CEO

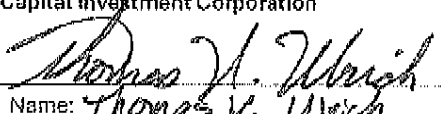
By:


Name: Natalia Yermolina
Title: CFO

(We have authority to bind the corporation)

Exploration Capital Partners Limited Partnership 2014,
by its General Partner,
Resource Capital Investment Corporation

By:


Name: Thomas W. Ulrich
Title: Managing Member of the General Partner

By:

Name:
Title:

(We have authority to bind the corporation)