

Domain Purchase Agreement

April 20, 2023

This Domain Purchase Agreement (the “Agreement”) is entered into as of the 20th day of April, 2023 (the “Effective Date”) by and between:

Fredrick Brennan, an individual residing at №597D, North Raleigh Avenue, Atlantic City, New Jersey, United States (“Buyer”) and

Aubrey Cottle, an individual residing in Toronto, Ontario, Canada (“Seller”).

WHEREAS, Seller is the owner of the domain name 420chan.org (the “Domain”);

WHEREAS, Buyer desires to purchase the Domain from Seller, and Seller desires to sell the Domain to Buyer;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Domain

- 1.1 Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer, and assign to Buyer, and Buyer agrees to purchase from Seller, all of Seller’s rights, title, and interest in and to the Domain for the purchase price of four thousand and two hundred United States dollars, US\$4,200 (the “Purchase Price”).
- 1.2 The Purchase Price shall be payable by Buyer to Seller in Ethereum, in accordance with the payment process described in Section 5 of this Agreement.

2. Buyer’s Obligations

- 2.1 Buyer agrees to maintain the ownership of the Domain for a minimum of thirty (30) years from the Effective Date, during which time Buyer shall not sell or transfer the Domain, except to a corporation in which Buyer holds a majority stake, or to Buyer’s heirs.

- 2.2** Buyer agrees to renew the Domain registration for a minimum of thirty (30) years from the Effective Date.
- 2.3** Buyer agrees to point the MX (Mail Exchange) records of the Domain, which are responsible for directing email messages to the appropriate mail server, at the servers specified by Seller, for as long as Buyer owns the Domain. Seller may request changes to the MX records up to twelve (12) times per calendar year, with no more than two (2) requests within any fourteen (14) day period. Such requests must be made in writing by electronic mail, and Buyer shall make the requested changes within fourteen (14) days of receiving the request.

3. Seller's Representations and Warranties

Seller represents and warrants to Buyer that:

- (a) Seller is the sole and exclusive owner of the Domain, free and clear of any liens, claims, or encumbrances;
- (b) Seller has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

4. Buyer's Representations and Warranties

Buyer represents and warrants to Seller that:

- (a) Buyer has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (b) Buyer will comply with all applicable laws and regulations in connection with its ownership and use of the Domain.

5. Payment and Transfer Process

- 5.1** The parties agree to effect the transfer of the Domain and the payment of the Purchase Price through an escrow service mutually agreed upon by the parties and facilitated through the bitcointalk.org platform (the "Escrow Service").
- 5.2** The Purchase Price shall be converted from USD to Ethereum using the exchange rate available on coinbase.com at the time of payment.

Buyer shall transfer the Ethereum equivalent of the Purchase Price to the Escrow Service.

- 5.3 Seller shall transfer the Domain to the Escrow Service in accordance with the terms and conditions of the Escrow Service. Upon confirmation by the Escrow Service that the Domain has been transferred, Buyer shall transfer the Purchase Price in Ethereum to the Escrow Service.
- 5.4 Upon confirmation by the Escrow Service that the Purchase Price in Ethereum has been received, the Escrow Service shall release the Domain to Buyer and the Purchase Price to Seller.

6. Miscellaneous

- 6.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, and understandings, whether written or oral, relating to such subject matter.
- 6.2 This Agreement may be amended only by a written instrument signed by both parties.
- 6.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6.4 This Agreement shall be governed by and construed in accordance with the laws of Atlantic City, New Jersey, United States, without regard to its conflicts of law principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Atlantic City, New Jersey, United States.
- 6.5 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed duly given (i) when delivered personally, (ii) when sent by electronic mail to the parties at their respective email addresses set forth below, or (iii) on the date of transmission, if sent by facsimile, provided that a copy is also sent by another means specified in this section.

To Buyer: copypaste@kittens.ph

To Seller: kirtaner@420chan.org

- 6.6 If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability

shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.7 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. The exchange of copies of this Agreement and of signature pages by electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document shall have the same effect as the physical delivery of the paper document bearing the original signatures.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

/s/copypaste

Fredrick Brennan
Buyer

/s/Kirtaner

Aubrey Cottle
Seller