

COMP

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CASE NO: A-25-913366-C
Department 20

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

ALTAF NAZERALI, an individual;
INTERNATIONAL PORTFOLIO
MANAGEMENT, INC., a foreign
corporation; VALOR INVEST LTD., a
foreign corporation; 68115 B.C. LTD., a
foreign corporation; JOHN BARING an
individual; and RAYMOND WICKI, an
individual.

Plaintiffs,

vs.

BONDOCK LLC, a Nevada limited
liability company, BONDOCK LTD, a
foreign corporation; BRIAN LOVIG, an
individual; KERRI ANN HULET, an
individual; CHRISTY LOVIG, an
individual; LONDON LOVIG, an
individual; LANE LOVIG, an
individual; REGAN LOVIG, an
individual; DOES I-X, ROE
BUSINESS ENTITIES XI-XX,

Defendants.

CASE NO.:

DEPT. NO:

COMPLAINT

**Exempt from Arbitration: Equitable
Relief Requested**

COME NOW, Plaintiffs, ALTAF NAZERALI ("Nazerali"),
INTERNATIONAL PORTFOLIO MANAGEMENT, INC. ("IPM"), VALOR INVEST
LTD. ("Valor"), 68115 B.C. LTD ("68115 B.C."), JOHN BARING ("Baring"), and
Raymond Wicki ("Wicki") (collectively, "Plaintiffs"), by and through their counsel,

1 JAMES J. JIMMERSON, ESQ. and JAMES M. JIMMERSON, ESQ. of THE
2 JIMMERSON LAW FIRM, P.C., and for their Complaint against Defendants,
3 BONDOCK LLC, BONDOCK LTD., BRIAN LOVIG (“Lovig”), KERRI ANN
4 HULET (“Hulet”), CHRISTY LOVIG (“Christy”), LANDON LOVIG (“Landon”),
5 LANE LOVIG (“Lane”), REGAN LOVIG (“Regan”) (collectively with Hulet, Christy,
6 Landon and Lane, “Lovig’s children”), Does 1-X, and Roe Business Entities XI-XX
7 (collectively, “Defendants”) states and alleges as follows:

8 **PARTIES**

9 1. Plaintiff, ALTAF NAZERALI, is an individual residing in Vancouver,
10 British Columbia, Canada.

11 2. Plaintiff, INTERNATIONAL PORTFOLIO MANAGEMENT, INC. is
12 a corporation organized under the laws of British Columbia, Canada.

13 3. Plaintiff, VALOR INVEST LTD. is a corporation organized under the
14 laws of Nevis.

15 4. Plaintiff, 68115 B.C. LTD. is a corporation organized under the laws
16 of British Columbia, Canada.

17 5. Plaintiff, JOHN BARING is an individual who resides in California.

18 6. Plaintiff, RAYMOND WICKI, is an individual residing in Bern,
19 Switzerland.

20 7. Upon information and belief, Defendant, BONDOCK LLC, is a limited
21 liability company organized under the laws of Nevada.

22 8. Upon information and belief, Defendant, BONDOCK LTD, is a
23 corporation organized under the laws of British Columbia, Canada.

24 9. Upon information and belief, Defendant, BRIAN LOVIG, is an
25 individual variously residing in Clark County, Nevada; Palm Springs, California;
26 and Kelowna, British Columbia, Canada.

27 10. Upon information and belief, Defendant, KERRI ANN HULET, is an
28 individual who resides in Clark County, Nevada.

1 11. Upon information and belief, Defendant, CHRISTY LOVIG, is an
2 individual who resides in Kelowna, British Columbia, Canada.

3 12. Upon information and belief, Defendant, LANDON LOVIG, is an
4 individual who resides in Edmonton, Alberta, Canada.

5 13. Upon information and belief, Defendant, LANE LOVIG, is an
6 individual who resides in Kelowna, British Columbia, Canada.

7 14. Upon information and belief, Defendant REAGAN LOVIG, is an
8 individual who resides in Penticton, British Columbia, Canada.

9 15. DOES I through X, inclusive, and ROE BUSINESS ENTITIES XI-XX,
10 inclusive are individuals, officers, directors, employees, agents, associates,
11 representatives, partners, or related persons of the above-captioned Defendants,
12 and/or other persons or business entities, whose true names and identities and
13 capacities are unknown to Plaintiffs at this time. Each fictionally named
14 Defendant participated in some manner and is in some way liable or responsible to
15 Plaintiffs on the facts hereinafter alleged and caused injuries and damages
16 proximately thereby. At such time as the DOE/ROE Defendants' true names,
17 capacities, and relevant information becomes known to Plaintiffs, Plaintiffs will
18 ask leave of this Court to amend this Complaint to substitute said true names and
19 capacities.

20 JURISDICTION AND VENUE

21 16. The Court has personal jurisdiction over Defendants as Defendants
22 are residents of the State of Nevada. *See* NRS 14.065. Further, Bondock, LLC's
23 actions were committed in and directed toward the State of Nevada. Finally,
24 Defendants, acting in conspiracy with one another, committed acts in Nevada
25 which would have consequences in Nevada. Finally, the contract the Defendants
26 breached states that Nevada shall have sole and exclusive jurisdiction and venue.

27 17. Venue is proper in the Eighth Judicial District Court. *See* NRS
28 13.040.

ALLEGATIONS COMMON TO ALL CLAIMS

18. On or about May 10, 2022, the parties entered into an Agreement for the Sale and Purchase of Common Stock for restricted shares of Arvana Inc. (“Arvana”) common stock (the “Agreement”). A copy of the executed Agreement is attached hereto as “Exhibit 1”.

19. The Agreement grants Defendants 31,102,882 shares of Arvana stock in return for Two Million Dollars (\$2,000,000), payable on or before May 9, 2024.

20. Plaintiffs transferred the stock to Defendants and fully complied with their portion of the Agreement. However, Defendants made no payments to Plaintiffs.

21. On or about April 18, 2023, Lovig caused Arvana to enter a 3-to-1 forward split of its common stock. A copy of Arvana’s press release dated April 18, 2023 is attached hereto as “Exhibit 2”.

22. The stock split increased Defendant’s shares granted in the Agreement from 31,102,882 to 93,308,664. At the current market value of Arvana, \$0.40 per share, the shares received by Defendants have an economic value of over \$37.3 million. A copy of the Google Finance webpage indicating the value of Arvana stock as of February 24, 2025 is attached hereto as “Exhibit 3”.

23. Based on information and belief, Hulet, Christy, Landon, Lane, and Reagan are the natural children of Lovig.

24. On or about January 3, 2024, Lovig transferred a 5.56% ownership interest in Arvana to each of Lovig’s children. A copy of the Schedule 13G forms for each of the five transfers is attached hereto as “Exhibit 4”.

25. On or about May 9, 2024, the parties entered into an Amended and Restated Agreement for the Sale and Purchase of Common Stock, amending the initial Agreement (the “Amended Agreement”). A copy of the executed Amended Agreement is attached hereto as “Exhibit 5”.

1 26. The Amended Agreement allowed for Defendants to pay \$373,205.99
2 by November 9, 2024 (the “First Maturity Date”) and \$1,756,119.02 by May 9, 2025
3 (the “Second Maturity Date”).

4 27. The First Maturity Date passed without any payment from
5 Defendants.

6 28. On November 18, 2024, Nazerali and Lovig spoke on the phone
7 regarding the amount owed. Nazerali advised Lovig that he was in default, which
8 triggered the penalty provision, raising the face value by 25% from \$2,000,000 to
9 \$2,500,000, as well as increasing the interest rate from 7% to 12% per annum
10 pursuant to the Amended Agreement.

11 29. Despite Lovig being a sophisticated businessman, and despite the
12 Amended Agreement being drafted by Lovig’s counsel, Lovig claimed he was not
13 aware of the penalty provisions for his default.

14 30. Lovig, among his other business activities, is a fifth-generation
15 auctioneer who regularly conducts live auctions in Canada and the United States.
16 Lovig is well versed in the meanings of binding sales, penalties for default and
17 failure to perform.

18 31. Nazerali requested a meaningful settlement offer by the end of the
19 business day from Lovig. Lovig did not make an offer.

20 32. On November 20, 2024, the undersigned sent correspondence to
21 Bondock LLC demanding payment of the amount owed on behalf of Plaintiffs.
22 Demand Letter is attached hereto as “Exhibit 6”.

23 33. Additionally, in the November 20, 2024 letter, Plaintiffs pointed out
24 Article 4.01 of the Agreement wherein Defendants had agreed to allow Plaintiffs to
25 inspect Bondock LLC’s books during regular business hours.

26 34. On November 21, 2024, Plaintiff’s representatives arrived at Bondock
27 LLC’s designated office, they were told that Bondock LLC did not keep their books
28 there and it was not known where books would be kept.

1 35. Shortly thereafter, Nazerali and Lovig had a phone conversation
2 regarding the lack of ability to review the books and Lovig advised Nazerali for the
3 first time that Bondock LLC was “just a shell company”. This statement was
4 manifestly false as Bondock LLC had, at a minimum, several million shares of
5 Arvana stock on its books for over two years. Additionally, Bondock LLC published
6 news releases on its website pre-dating the Agreement where it announced it was
7 operating a cryptocurrency exchange and had made investments in precious metals
8 and other metals stored in vaults located in Las Vegas. As an operating entity it
9 would also have an obligation to file annual tax returns with the IRS. News
10 Releases dated April 2, 2020, July 5, 2020, and May 7, 2021 are attached hereto as
11 “Exhibit 7”.

12 36. On December 5, 2024, during a phone call between Nazerali, Terry
13 Yuck, a business associate of Lovig and a beneficiary of a share transfer of three
14 million shares of Arvana from Lovig, and Lovig, Lovig stated that he would make
15 partial payment of the amount that was due on the First Maturity Date, with full
16 payment of the amount to be made by December 27, 2024. Nazerali emphasized
17 during the call the risk of irreparable harm and financial stress he would suffer
18 should Lovig fail to meet the payment deadline.

19 37. On December 6, 2024, Defendants disseminated a press release from
20 Arvana announcing a Memorandum of Understanding to acquire PintoCity Inc.,
21 another of Lovig’s enterprises, engaged in real estate and mall development. This
22 acquisition, according to SEC filings, is to have closed on January 31, 2025. Press
23 release is attached hereto as “Exhibit 8”.

24 38. On December 20, 2024, Defendants issued another press release
25 promoting the Artificial Intelligence they are using for their PintoCity Centers to
26 optimize mall space planning. Press release is attached hereto as “Exhibit 9”.

27 39. On December 26, 2024, Lovig stated via email that he only had weeks
28 to try to raise the money to make payment, despite payment being originally due

1 seven (7) months earlier on May 9, 2024, indicating a lack of intent to make timely
2 payment. Email is attached hereto as “Exhibit 10”.

3 40. As of February 24, 2025, Defendants have made no payment to
4 Plaintiffs.

5 41. As of February 24, 2025, Defendants owe Plaintiffs \$2,500,000 plus
6 \$70,000 interest calculated through November 9, 2024, plus 12% annual interest
7 from November 9, 2024 through the present date, for a total amount owed of
8 \$2,661,252.60. Interest is accruing at \$844.93 per day. Interest calculator is
9 attached hereto as “Exhibit 11”.

10 42. Upon information and belief, Defendants never intended to honor the
11 contract. Lovig’s promises were made to induce Plaintiffs’ reliance thereon so that
12 Plaintiffs would transfer the stock shares and Defendant would gain usage of same.

13 43. Defendants continue to gain advantage from the fact that Plaintiffs
14 fulfilled their end of the bargain, but Defendants have not complied in any manner
15 with the Agreement or the Amended Agreement.

16 44. Bondock LLC and Bondock LTD are inextricably entwined and share
17 a website, www.Bondock.com.

18 45. The first line of the website states: Bondock Ltd is registered in
19 Canada | Bondock, LLC is registered in United States.

20 46. A true and accurate reflection of the Bondock.com homepage from
21 February 24, 2025 is attached hereto as “Exhibit 12”.

22 47. Defendants continue to use the Arvana brand to promote business
23 related to PintoCity Centers, including announcing new AI for shopping centers on
24 December 20, 2024.

25 48. Upon information and belief, Defendants fraudulently induced
26 Plaintiffs to enter into the Agreement.

27 49. Upon information and belief, Defendants fraudulently induced
28 Plaintiffs to enter into the Amended Agreement.

1 50. Upon information and belief, Defendants never intended to pay the
2 amount owed in a timely manner.

3 51. The circumstances surrounding the transactions are peculiarly within
4 the Defendants' knowledge. Indeed, the details of the other transactions with those
5 other than Plaintiffs (which further demonstrate the nature of the fraud) are not
6 entirely within the Plaintiff's possession and discovery is necessary to fully identify
7 the same.

8 52. Upon information and belief, Lovig transferred equal 5.56% interests
9 in Arvana to each of his five children with the intent to hinder, delay, or defraud
10 Plaintiff's ability to recover damages.

11 53. Lovig is the controlling mind of both Bondock LLC and its parent
12 company, Bondock LTD.

13 54. Lovig exercises complete dominion over both companies, making all
14 significant financial and operational decisions without meaningful oversight from
15 other officers, directors, or shareholders.

16 55. Lovig regularly disregards corporate formalities and treats the
17 entities as extensions of his personal financial interests.

18 56. The entities under Lovig's control have been used as mere
19 instrumentalities to facilitate fraudulent transfers and shield assets from creditors,
20 including Plaintiffs.

21 57. As the controlling mind, Lovig orchestrated the wrongful diversion of
22 assets, including the transfer of shares and financial windfalls to Lovig's children,
23 to avoid satisfying obligations owed to Plaintiffs.

24 58. Legal relief, alone, would be inadequate. Equitable relief is necessary
25 for Plaintiffs to be provided with a complete remedy.

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FIRST CLAIM FOR RELIEF

(Breach of Contract – Against Bondock LLC)

59. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

60. A valid and enforceable contract existed between Plaintiffs and Bondock LLC.

61. Plaintiffs performed all conditions, covenants, and promises required under the Agreement.

62. Bondock LLC breached the Agreement by failing to pay the amounts owed and by failing to allow inspection of the books and records upon demand.

63. As a direct, natural, and proximate result of Bondock LLC's breach, Plaintiffs have suffered damages in excess of Two million, six hundred sixty-one thousand, two hundred, fifty-two dollars plus sixty cents (\$2,661,252.60), plus interest, costs, and attorney's fees.

SECOND CLAIM FOR RELIEF

**(Breach of the Implied Covenant of Good Faith
and Fair Dealing – Against Bondock LLC)**

64. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

65. The Agreement included an implied covenant of good faith and fair dealing.

66. In doing the acts alleged herein, Bondock LLC failed to act in good faith and to the best of its ability, and failed to deal fairly with Plaintiffs, thereby breaching their duties to so conduct themselves and injuring Plaintiff's rights to conduct their business and their ability to receive the benefits of the Agreement.

67. Bondock LLC acted in bad faith by failing to pay the amounts owed, by making false assurances of payment, and by failing to provide access to the books and records as required by the Agreement.

68. As a direct, natural, and proximate result of Defendants' actions, Plaintiffs have suffered damages in excess of \$2,661,252.60, plus interest, costs, and attorney's fees.

THIRD CLAIM FOR RELIEF

(Promissory Estoppel – Against Brian Lovig)

69. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

70. Lovig made clear and definite promises of payment.

71. Plaintiffs reasonably relied on these promises to their detriment.

72. Injustice can only be avoided by enforcing these promises.

FOURTH CLAIM FOR RELIEF

(Promissory Fraud – Against Bondock LLC, Bondock LTD and Brian Lovig)

73. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

74. The Bondock companies and Lovig knowingly made false promises to Plaintiffs with no intention of performing.

75. The Bondock companies and Lovig misrepresented their intention to Plaintiffs in order to induce Plaintiffs' reliance. The Bondock companies and Lovig purported the Bondock companies as being of substance and pointed to news releases posted on their website wherein the two companies operated a cryptocurrency trading platform and physically held metals stored in vaults in Las Vegas.

76. Plaintiffs reasonably relied on the Bondock companies' and Lovig's false promises and provided the Arvana stock in reliance thereon.

77. As a direct and proximate cause of The Bondock companies and Lovig's fraudulent misrepresentations, Plaintiffs have suffered damages in an amount to be determined at trial.

78. Plaintiffs are entitled to compensatory damages.

79. The Bondock companies and Lovig's actions were oppressive, fraudulent, and/or malicious and thus Plaintiffs are entitled to punitive damages.

FIFTH CLAIM FOR RELIEF

(Fraud in the Inducement – Against Brian Lovig)

80. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

81. As detailed above, Lovig knowingly made false assurances of payment to induce Plaintiffs to forbear collection.

82. As a direct, natural, and proximate result, Plaintiffs have suffered damages in excess of \$2,661,252.60, plus interest, costs, and attorney's fees.

83. Lovig's actions were oppressive, fraudulent, and/or malicious and thus Plaintiffs are entitled to punitive damages.

SIXTH CLAIM FOR RELIEF

(Fraudulent Misrepresentation – Against Brian Lovig)

84. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

85. Lovig knowingly made false representations regarding payment, intending to induce Plaintiffs to rely on those representations.

86. Plaintiffs reasonably relied on these representations to their detriment.

87. Upon information and belief, Lovig never intended to honor either the Agreement or the Amended Agreement.

88. Lovig's misrepresentations wherein he indicated that he would honor the commitments he made induced Plaintiffs to enter into both the Agreement and the Amended Agreement.

89. Plaintiffs reasonably and justifiably relied upon Lovig's representations.

1 90. As a direct, natural, and proximate result of Lovig's fraudulent
2 misrepresentation, Plaintiffs have suffered damages in excess of \$2,661,252.60,
3 plus interest, costs, and attorney's fees.

4 91. Lovig actions were oppressive, fraudulent, and/or malicious and thus
5 Plaintiffs are entitled to punitive damages.

6 **SEVENTH CLAIM FOR RELIEF**

7 **(Negligent Misrepresentation – Against Brian Lovig)**

8 92. Plaintiffs incorporate by reference all preceding paragraphs as though
9 fully set forth herein.

10 93. Lovig negligently made false assurances of payment without a
11 reasonable basis for believing them to be true.

12 94. Lovig failed to exercise reasonable care or competence in his
13 representation that Bondock LLC would make payments on the agreed upon
14 schedule.

15 95. Plaintiffs reasonably and justifiably relied on these assurances to
16 their detriment.

17 96. But for Lovig's representations, Plaintiffs would not have entered into
18 the Agreement and performed thereon.

19 97. But for Lovig's further representations, Plaintiffs would not have
20 entered into the Amended Agreement.

21 98. As a direct, natural, and proximate result, Plaintiffs have suffered
22 damages in excess of \$2,661,252.60, plus interest, costs, and attorney's fees.

23 **EIGHTH CLAIM FOR RELIEF**

24 **(Alter Ego Liability (Piercing the Corporate Veil) – Against Brian Lovig
25 and Bondock LTD)**

26 99. Plaintiffs incorporate by reference all preceding paragraphs as though
27 fully set forth herein.
28

100. Lovig and Bondock LTD exercised complete control over Bondock LLC to such an extent that the company had no separate existence.

101. There is such unity of interest and ownership that the limited-liability company and Lovig/Bondock LTD are inseparable from each other.

102. Defendants commingled funds, undercapitalized the company, or engaged in fraudulent practices, causing harm to Plaintiffs.

103. Adherence to the notion of the limited-liability company being a separate entity would sanction fraud or promote manifest injustice.

104. Lovig and Bondock LTD are liable for the actions of Bondock LLC due to their control over the subsidiary's conduct.

105. Subsequent to the Agreement, Bondock LLC entered into additional agreements with several other Arvana shareholders to purchase their shares. These shares were paid for by Bondock LTD through a Canadian bank account controlled by Lovig. The Plaintiffs have no knowledge of what happened to these additional shares which were delivered against payment to Lovig personally in certificate form.

106. Bondock LLC was used as a façade to advance the interests of Lovig and Bondock LTD while avoiding legitimate obligations, rendering it an alter ego of its principal and parent company.

107. Lovig and Bondock LTD make all decisions relating to Bondock LLC and are solely in charge of what money is made available to Bondock LLC.

108. Lovig and Bondock LTD operate Bondock LLC as a mere instrumentality, failing to maintain the proper formalities and using the entity to attempt to shield themselves from liability.

109. Allowing Lovig and Bondock LTD to hide behind Bondock LLC under these circumstances would sanction a fraud and promote injustice.

110. As a direct, natural, and proximate result, Lovig and Bondock LTD should be held personally liable for the debts of Bondock LLC.

NINTH CLAIM FOR RELIEF

(Fraudulent Transfer – Against All Defendants)

111. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

112. Defendants Lovig and Bondock LLC knowingly transferred shares of Arvana stock to Lovig's children with the intent to shield assets from Plaintiffs and prevent collection of amounts due.

113. These transfers were made with the intent to prevent the just collection of the debt.

114. These transfers were made at a time when Bondock LLC claimed to be insolvent.

115. The transfers were made without receiving reasonably equivalent value in return, and at a time when Lovig was aware of his potential liability to Plaintiffs.

116. As a direct and proximate result, Plaintiffs have been damaged and demand relief including but not limited to rescission of the transfers, imposition of a constructive trust, and monetary damages.

TENTH CLAIM FOR RELIEF

(Aiding & Abetting Fraudulent Transfer – Against Lovig's children)

117. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

118. Lovig's children knowingly accepted and retained the transferred assets despite being aware of Plaintiffs' pending claims and the fraudulent nature of the transfers.

119. By assisting in concealing or retaining these assets, Lovig's children aided and abetted the fraudulent transfer.

120. Plaintiffs seek full restitution and other equitable relief to remedy the wrongdoing.

121. Lovig's children's actions were oppressive, fraudulent, and/or malicious and thus Plaintiffs are entitled to punitive damages.

ELEVENTH CLAIM FOR RELIEF

(Unjust Enrichment – Against All Defendants)

122. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

123. Defendants received a benefit at Plaintiffs' expense by retaining shares of stock without payment. Since May 2022 the Defendants have transferred millions of shares to family members and other third parties, including Terry Yuck and An Chun Ouyang in consideration of services the nature of which are unknown to the Plaintiffs. The transfer to An Chun Ouyang is evidenced by an SEC filing, but the transfer to Terry Yuck is not. Significant monies have been raised by the sale of Arvana shares either privately or through the public markets. Lovig caused Arvana to issue millions of shares to Pinto Concepts Inc., another entity he controls, in consideration of consulting services. All these transactions are evidenced by filings made with the SEC and published on the EDGAR system. Upon information and belief, Lovig has personally borrowed significant amounts of money by pledging Arvana shares which he has not paid for. Lovig had a contractual duty not to transfer any Arvana shares before they were paid for. Lovig's children have received the benefit of shares of Arvana stock without providing any consideration to Lovig or Bondock LLC.

124. It would be unjust and work against fundamental principles of justice, equity, and good conscience to allow Defendants to retain this benefit without compensating Plaintiffs.

TWELFTH CLAIM FOR RELIEF

(Quantum Meruit – Against All Defendants)

125. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

126. In the alternative, if the Court finds that no valid and enforceable contract exists between the parties regarding the shares of stock, Plaintiffs provided shares of stock to Defendants with the reasonable expectation of payment.

127. Defendants knowingly accepted and retained the benefit of Plaintiffs' shares of stock under circumstances where it would be unjust for Defendants to retain such a benefit without providing fair compensation.

128. Plaintiffs are entitled to recover the reasonable value of the shares of stock provided to Defendants.

THIRTEENTH CLAIM FOR RELIEF

(Constructive Trust – Against All Defendants)

129. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

130. Defendants wrongfully retained funds or property that rightfully belongs to Plaintiffs.

131. The shares transferred to Lovig's children rightfully belong to Plaintiffs as they were obtained through an unlawful breach of contract.

132. A constructive trust should be imposed to prevent unjust enrichment.

FOURTEENTH CLAIM FOR RELIEF

(Civil Conspiracy – Against All Defendants)

133. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

134. Defendants acted in concert to defraud or harm Plaintiffs by failing to pay amounts owed and making false assurances and representations.

135. Defendants further acted in concert to fraudulently transfer the shares and prevent Plaintiffs from recovering rightful damages.

136. The coordinated effort to shield assets from Plaintiffs constitutes an unlawful agreement and conspiracy to commit fraudulent conduct.

137. As a direct, natural, and proximate result, Plaintiffs have suffered damages in excess of \$2,661,252.60, plus interest, costs, and attorney's fees.

138. Defendants' actions were oppressive, fraudulent, and/or malicious and thus Plaintiffs are entitled to punitive damages.

FIFTEENTH CLAIM FOR RELIEF

(Unfair Trade Practices – Against All Defendants)

139. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

140. Defendants engaged in deceptive trade practices in violation of Nevada Revised Statutes Chapter 598 by knowingly making false representations during the transaction.

141. As a direct, natural, and proximate result, Plaintiffs have suffered damages in excess of \$2,661,252.60, plus interest, costs, and attorney's fees.

142. Defendants' actions were oppressive, fraudulent, and/or malicious and thus Plaintiffs are entitled to punitive damages.

SIXTEENTH CLAIM FOR RELIEF

(Declaratory Relief – Against All Defendants)

143. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

144. A judicial determination is necessary to establish the parties' rights and obligations under the Agreement.

145. Plaintiffs are entitled to full financial discovery from Defendants.

146. These issues are ripe for determination.

147. Plaintiffs ask this Court for a declaration of their rights under the Agreement and Amended Agreement.

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SEVENTEENTH CLAIM FOR RELIEF
(Injunctive Relief – Against All Defendants)

148. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

149. Plaintiffs have a reasonable probability of success on the merits and will suffer an irreparable harm for which legal remedies are inadequate.

150. The balance of hardships weighs in Plaintiffs' favor as only Defendants are reaping the benefit of the agreed upon contract as only Plaintiffs have performed their duties under the contract.

151. Public interest is favored by granting injunctive relief in this matter.

152. Defendant's ongoing refusal to pay the money owed poses an imminent and irreparable threat to Plaintiffs' rights and interests.

153. Plaintiffs seek injunctive relief to prevent further harm caused by Defendants' actions.

EIGHTEENTH CLAIM FOR RELIEF
(Enterprise Liability – Against Bondock LLC and Bondock LTD)

154. Plaintiffs incorporate by reference all preceding paragraphs as though fully set forth herein.

155. Bondock LTD and Bondock LLC operated as a single business enterprise without proper separation.

156. Defendants acted in concert to breach the Agreement and cause harm to Plaintiffs.

157. As a direct, natural, and proximate result, Plaintiffs have suffered damages in excess of \$2,661,252.60, plus interest, costs, and attorney's fees.

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WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- A. For compensatory damages in an amount to be proven at trial;
- B. For punitive damages on the claim for promissory fraud;
- C. For injunctive relief as set forth above;
- D. For an award of attorneys' fees and costs; and
- E. For such other and further relief as the Court deems just and proper.

Dated this 24th day of February 2025.

Respectfully Submitted,

THE JIMMERSON LAW FIRM, P.C.

/s/James M. Jimmerson, Esq.

JAMES J. JIMMERSON, ESQ.

Nevada Bar No. 000264

JAMES M. JIMMERSON, ESQ.

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Las Vegas, Nevada 89134

Telephone: (702) 388-7171

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Attorneys for Plaintiffs

EXHIBIT LIST

1. Agreement for Sale and Purchase of Common Stock for restricted shares of Arvana Inc. dated May 10, 2022.
2. Press release regarding 3-to-1 forward-split of Arvana common stock dated April 18, 2023.
3. Google Finance webpage indicating the value of Arvana stock as of February 24, 2025.
4. Schedule 13G forms evidencing transfer of ownership interests in Arvana to each of Lovig's children.
5. Amended and Restated Agreement for the Sale and Purchase of Common Stock dated May 9, 2024.
6. Demand Letter from Plaintiffs to Bondock LLC dated November 20, 2024.
7. News Releases from the Bondock companies dated April 2, 2020, July 5, 2020, and May 7, 2021.
8. Arvana press release regarding acquisition of PintoCity, Inc. dated December 6, 2024.
9. Arvana press release regarding use of Artificial Intelligence at PintoCity Centers dated December 20, 2024.
10. Correspondence from Lovig to Nazerali dated December 26, 2024.
11. Interest Calculation regarding money owed from Defendants to Plaintiffs as of February 24, 2025.
12. Bondock.com website homepage from February 24, 2025.

EXHIBIT 1

EXHIBIT 1

AGREEMENT FOR THE SALE AND PURCHASE OF COMMON STOCK

THIS COMMON STOCK PURCHASE AGREEMENT, ("Agreement") made this 10th day of May 2022, by and between Altaf Nazerali personally and entities over which he exercises beneficial control namely International Portfolio Management, Inc. and Valor Invest Ltd., Sir John Baring, Raymond Wicki and 681315 B.C. Ltd. (collectively, the "Sellers"), and Bondock, LLC. (the "Purchaser") in connection with the sale and purchase of restricted common shares of Arvana Inc. ("Arvana"). The Sellers and the Purchaser may be referred to herein singularly as a "Party" and collectively, as the "Parties".

RECITALS

WHEREAS Sellers and the Purchasers have executed this Agreement in reliance on exemptions from securities registration afforded by the rules and regulations promulgated by the United States Securities and Exchange Commission ("Commission") under the Securities Act of 1933, as amended ("Securities Act").

WHEREAS Sellers own Thirty-One Million One Hundred and Two Thousand Eight Hundred and Eighty-Two (31,102,882) shares par value \$0.001 of the restricted common stock of Arvana (OTC:AVNI), a Nevada corporation ("Shares").

WHEREAS this Agreement provides for the acquisition of the Shares by the Purchaser for its own benefit and not with the intent for public resale or distribution, for a total purchase price of Two Million Dollars US (\$2,000,000) ("Purchase Price") on the terms and conditions set forth below.

WHEREAS Sellers and Purchaser have determined, subject to the terms and conditions set forth in this Agreement, that the transaction contemplated hereby is desirable and in their respective best interests.

WHEREAS this Agreement supersedes the Confidential Term Sheet executed by certain of the Parties and dated April 28, 2022.

NOW THEREFORE, in consideration of the mutual promises, covenants and representations contained herein, the Parties herewith agree as follows:

ARTICLE I SALE OF SECURITIES

1.01 Sale and Purchase. Subject to the terms and conditions hereof, at Closing (as defined in Section 1.02 and Article III below), Sellers agree to sell, convey, transfer, and assign the Shares to Purchaser or Purchaser's assignee, free and clear of all liens, pledges, claims, and encumbrances of any kind, nature or description as detailed in Exhibit A hereto, and Purchaser agrees to purchase the Shares for the Purchase Price from the Sellers on the terms and conditions of an unsecured interest free promissory note ("Note") issued to Sellers, as provided in Exhibit B hereto.

1.02 Closing for the Purchase of the Shares. The Closing ("Closing") will occur when the Shares and the Note described in Sections 1.01 above have been delivered to the respective Parties or other arrangements have been made and agreed to by the Parties, subject to the satisfaction by the Parties of the additional respective delivery requirements of Article III. Should the Closing not occur on or before May 16, 2022, then any Party may terminate this Agreement upon written notice.

ARTICLE II
SELLERS' REPRESENTATIONS AND WARRANTIES

The Sellers individually represent and warrant to the Purchaser the following:

2.01 Organization. Arvana is a Nevada corporation duly organized, validly existing, and in good standing under the laws of that state, with all necessary corporate powers to own properties and carry on a business. All actions taken by the incorporators, directors and/or shareholders of Arvana have been valid and in accordance with the laws of the state of Nevada.

2.02 Capital Structure. The authorized capital stock of Arvana consists of 500,000,000 shares of common stock, \$0.001 par value, of which 34,148,518 shares are issued and outstanding. All outstanding shares of common stock are fully paid and non-assessable, free of liens, encumbrances, options, restrictions and legal or equitable rights of others not party to this Agreement. Arvana has no outstanding subscriptions, options, rights, warrants, convertible securities, agreements, or commitments obligating it to issue or to transfer from treasury any additional shares of its capital stock. None of the outstanding shares of Arvana are subject to any stock restriction agreements or the beneficiary of any agreements requiring it to register shares under the Securities Act.

2.03 Financial Statements. The audited financial statements of Arvana included in the Form 10-K for the period ended December 31, 2021, filed with the Commission on April 21, 2022, fairly present its financial condition and operating results as of the dates, and for the periods, indicated therein. Except as set forth in Arvana's financial statements included in its Form 10-K for the period of December 31, 2021, Arvana has no material liabilities (contingent or otherwise). Arvana is not a guarantor or indemnitor of the indebtedness of any person, firm, or corporation or other business entity.

2.04 Filings with State and Government Agencies. Arvana is registered with the Commission and is required to file periodic reports pursuant to the Securities Exchange Act of 1934, as amended ("Exchange Act"), and is current in its public disclosure obligations with the Commission and those reports required by the state of Nevada. Purchaser understands that Sellers shall not be responsible for filings to be made by Arvana in the future, including, but not limited to, filings with the Commission, FINRA, OTC Markets and the state of Nevada.

2.05 Liabilities and Assets. Arvana shall not, as of Closing, have any debt, liability, or obligation of any nature, whether accrued, absolute, contingent not otherwise included in its Form 10-K for the period ended December 31, 2021, or subsequent quarterly reports.

2.6 Contracts, Leases and Assets. Arvana is not a party to any contract, agreement, or lease other than its contract with Issuer Direct ("Transfer Agent"), or as described in documents filed with the Commission. No person holds a power of attorney from Arvana or any of the Sellers over the Shares.

2.07 Ability to Carry Out Obligations. The Sellers have the right, power, and authority to enter, and perform their obligations under this Agreement. The execution and delivery of this Agreement by the Sellers and the performance of their obligations hereunder will not cause, constitute, or conflict with or result in (a) any breach or violation or any of the provisions of or constitute a default under any license, indenture, mortgage, charter, instrument, articles of incorporation, bylaw, or other agreement or instrument to which the Sellers are party, (b) an event that would cause Sellers to be liable to any party, or (c) an event that would result in the creation or imposition of any lien, charge, or encumbrance on any asset of Arvana or on the Shares.

2.08 Tax Returns. Arvana has filed all state and federal tax returns required to be filed by it since 2013 through the date hereof. Sellers, to the best of their knowledge, are unaware of any taxes that are due or owed by Arvana.

2.9 Compliance with Laws. Sellers, to the best of their knowledge, attest that Arvana has complied in all material respects, with, and is not in violation of any, federal, state, or local statute, law, and/or regulation. Sellers, to the best of their knowledge further attest that Arvana has complied with all federal and state securities laws in connection with the offer, sale, and distribution of its securities. The Shares being sold herein are being sold in private transactions between the Sellers and the Purchaser, and Sellers make no representation as to whether the Shares are subject to trading restrictions under the Securities Act and the rules promulgated thereunder.

2.10 Litigation. Sellers, to the best of their knowledge, attest that Arvana is not a party to any suit, action, arbitration, legal administrative or other proceeding, or pending governmental investigation. Sellers, to the best of their knowledge further attest that there is no basis for any such action or proceeding and no such action or proceeding is threatened against Arvana. Arvana is not a party to or in default with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality.

2.11 Conduct of Business. Prior to the Closing, Arvana shall conduct its business in the normal course, and shall not (without the prior written approval of Purchaser) (i) sell, pledge, or assign any assets, (ii) amend its Articles of Incorporation or Bylaws, (iii) declare dividends, redeem or sell stock or other securities (iv) incur any liabilities, except in the normal course of business, (v) acquire or dispose of any assets, enter into any contract, guarantee obligations of any third party, or (vi) enter into any other transaction or (vi) enter into any other transaction or (vii) enter into an agreement to do any of the forgoing.

2.12 Corporate Documents. Each of the following documents, which shall be true, complete, and correct in all material respects, will be submitted to Purchaser prior to the Closing unless otherwise waived by Purchaser:

- (i) Articles of Incorporation and all amendments thereto;
- (ii) Bylaws and all amendments thereto;
- (iii) Minutes and Consents of Shareholders available to Arvana in electronic format;
- (iv) Minutes and Consents of the board of directors available to Arvana in electronic format;
- (v) List of officers and directors;
- (vi) Certificate of Good Standing from the Secretary of State of Nevada; and
- (vii) Current Shareholders list from the Transfer Agent.

2.13 Closing Documents. All minutes, consents or other documents pertaining to Arvana to be delivered to Purchaser at Closing or prior to Closing, shall be valid and in accordance with the laws of Nevada.

2.14 Transfer of Shares. The Sellers shall deliver certificates representing the Shares, each certificate with a corresponding notarized stock power and Bank Signature Guarantee ("Medallion"), or similar documentation acceptable to Arvana's Transfer Agent, for transfer to the Purchaser at Closing. Should Sellers be unable to secure a Medallion for any stock certificate representing the Shares to be transferred, in lieu of a Medallion, the signature of an Arvana officer accepting the signature of any of the given Sellers shall suffice to facilitate the transfer of the Shares., or any other mutually acceptable mechanism to effect transfer. Purchaser shall provide the Transfer Agent with instructions to transfer the certificates to Purchaser or assign at Closing. Purchaser shall be responsible for the Transfer Agent's costs accrued in effecting the transfer of the Shares.

2.15 Title. The Sellers have good and marketable title to the Shares being sold by them to the Purchaser pursuant to this Agreement, and upon payment of the Purchase Price, the Purchaser will have good and marketable title to the Shares subject only to such liens thereon as may be created by Purchaser. The Shares are free and clear of all liens, security interests, pledges, charges, claims, encumbrances, and restrictions of any kind, except for restrictions on transfer imposed by federal and state securities laws. None of the Shares are or will be subject to any voting trust or agreement. No person holds or has the right to receive any proxy or similar instrument with respect to such Shares. Except as provided in this Agreement, the Sellers are not a party to any agreement, which offers or grants to any person the right to purchase or acquire any of the Shares. Sellers are not aware of any applicable local, state, or federal law, rule, regulation, or decree, which would, as a result of the purchase of the Shares by Purchaser impair, restrict, or delay voting rights with respect to the Shares.

2.16 Quotation. Arvana's common stock is quoted on the OTC Markets (Pink Sheets) and as of May 4, 2022, had a bid price of \$0.2021.

2.17 Representations. All of Sellers' representations shall be true as of the Closing but shall not survive the Closing.

ARTICLE III CLOSING

3.01 Documents and Note to be Delivered at Closing. The documents listed in 2.12 of this Agreement, as well as the following documents, in a form reasonably acceptable to counsel to the Parties, shall have been delivered by the respective Parties at or prior to Closing:

(a) By the Sellers:

- (i) 9 stock certificates that comprise the Shares, along with stock powers with a Medallion or form of signature guarantee acceptable to Transfer Agent, endorsed in favor of the name or names as designated by Purchaser or left blank, and such corporate authorizations as may be required.
- (ii) the resignation of all officers of Arvana as requested by Purchaser;
- (iii) the resignation of all directors of Arvana and the appointment of replacement directors as instructed by the Purchaser;
- (iv) true and correct copies of all the business and corporate records of Arvana reasonably requested by Purchaser, including but not limited to correspondence files, bank statements, checkbooks, savings account books, minutes of shareholders and directors' meetings or consents, financial statements, shareholders listings, stock transfer records, agreements as same may be readily available, and existing contracts; and
- (v) such other documents of Arvana as may be reasonably required by Purchaser.

(b) By Purchaser:

- (i) the Note in the amount of \$2,000,000.00, representing the Purchase Price for the Shares; and
- (ii) instructions for the appointment of new directors.

ARTICLE IV
INVESTMENT INTENT

The Purchaser represents warrants and covenants to the Sellers the following:

4.01 Transfer Restrictions. Purchaser agrees that the Shares being acquired pursuant to this Agreement can only be sold, pledged, assigned, hypothecated, or otherwise transferred, with or without consideration pursuant to an effective registration statement under the Securities Act, or pursuant to an exemption from registration under said act.

4.02 Investment Intent. The Purchaser is acquiring the Shares for its own account for investment, and not with a view toward distribution thereof.

4.03 No Advertisement. The Purchaser acknowledges that the Shares have been offered to them in direct communication with the Sellers, and not through any advertisement of any kind.

4.04 Knowledge and Experience. The Purchaser acknowledges it has been encouraged to seek its own legal and financial counsel to assist in evaluating the purchase of the Shares. The Purchaser acknowledges that, on request, Sellers have given it and its counselors, access to information related to Arvana's business. The Purchaser acknowledges that it has sufficient business and financial experience, and knowledge concerning Arvana's business to make a reasoned decision as to its purchase of the Shares and that it can evaluate the merits and risks of this transaction.

4.05 Restrictions on Transferability.

(a) The Purchaser is aware of the restrictions of transferability of the Shares and further understands that some or all of the certificates may bear a legend similar to the following:

THE ISSUANCE AND SALE OF THE SECURITY REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE PLEDGED, SOLD, ASSIGNED OR TRANSFERRED UNLESS (A) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE SECURITIES ACT, AND ANY APPLICABLE STATE SECURITIES LAW REQUIREMENTS HAVE BEEN MET OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THIS SECURITY.

(b) The Purchaser understands that the Shares may only be disposed of pursuant to either (i) an effective registration statement under the Securities Act, or (ii) an exemption from the registration requirements.

(c) Neither Arvana nor Sellers have filed a registration statement with the Commission or any state authorities or agreed to do so in the future that would cover the Shares, and in the absence of such a registration statement or exemption, the Purchaser may have to hold the Shares indefinitely and may be unable to liquidate them in case of an emergency.

4.06 Accredited Investor. The Purchaser is an "Accredited Investor" as defined in Regulation D of the Exchange Act.

4.07 Anti-Money Laundering, Anti-Corruption and Anti-Terrorism Laws. The Purchaser confirms that the funds representing the Purchase Price shall not represent proceeds of crime for the purpose of any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline and the Purchaser is in compliance with and has not previously violated, the United States of America Patriot Act of 2001, as amended through the date of this Agreement, or any other applicable anti-money laundering, anti-corruption and anti-terrorism laws and regulations.

4.08 Representations. All representations shall be true as of the Closing but shall not survive the Closing.

ARTICLE V COVENANTS

5.01. Disclosure. Purchaser covenants to Sellers that it will file all required filings with state and federal regulators, including the Commission, FINRA, OTC Markets and the state of Nevada, including but not limited to disclosure of this Agreement, the resultant change in control of Arvana, changes to officers and directors, and all such other disclosure as is required to keep Arvana in good standing with pertinent governing regulatory bodies.

5.02 Reimbursement. Purchaser covenants to Sellers that it will reimburse Aly Nazerali in the amount of Thirty-Five Thousand Seven Hundred and Forty-Four United States Dollars (US\$35,744) for amounts loaned to Arvana to satisfy public disclosure filings and related expenses under a Credit Agreement dated November 15, 2021, on or before the earlier of Arvana closing a private placement or four (4) months after the Closing of this Agreement.

5.03 Business Merger. Purchaser covenants to Sellers that it will cause:

- (i) Arvana to acquire or reverse merge with a business that has operations sufficient to overcome the shell company definition delineated in Rule 12b-2 of the Exchange Act;
- (ii) Arvana to continue in compliance with the rules and regulations of the Commission and OTC Markets; and
- (iii) Arvana to remain in good standing with state and federal regulatory authorities until such time as the amount due under the Note is paid to the Sellers in full.

5.04 Expenses. Purchaser covenants to Sellers that it will fund Arvana's expenses from the execution date of this Agreement until such time as Arvana can pay its own expenses, expenses to include, but not limited to accounting, legal, filing, and transfer agent costs incurred in the preparation of its March 31, 2022, 10-Q.

5.05 Covenants. All of Purchaser's covenants made as detailed above shall survive the Closing.

ARTICLE VI REMEDIES

6.01 Termination.

(a) The Purchaser may terminate this Agreement, if at the Closing, the Sellers have failed to comply with all of its material terms, have failed to supply any documents required by this Agreement unless they do not exist, or have failed to disclose any material facts which could have a substantial effect on this transaction, or the Transfer Agent refuses to register Shares in the name of the Purchaser.

(b) The Sellers may terminate this Agreement, if at the Closing, the Purchaser has failed to comply with all of its material terms, has failed to supply any documents required by this Agreement unless they do not exist, or has failed to disclose any material facts which could have a substantial effect on this transaction, or the Purchaser fails to execute and deliver the Note.

6.02 Indemnification. From and after the Closing, the Parties, jointly and severally, agree to indemnify the other against all actual losses, damages and expenses caused by (i) any material breach of this Agreement by them or any material misrepresentation contained herein, or (ii) any misstatement of a material fact or omission to state a material fact required to be stated herein or necessary to make the statements herein not misleading.

6.03 Indemnification Non-Exclusive The foregoing indemnification provision is in addition to, and not derogation of any statutory, equitable or common law remedy any Party may have for breach of representation, warranty, covenant, or agreement.

ARTICLE VII MISCELLANEOUS

7.01 Captions and Headings. The article and section headings throughout this Agreement are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Agreement.

7.02 No Oral Change. This Agreement and any provision hereof, may not be waived, changed, modified, or discharged, orally, but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, or discharge is sought.

7.03 Non-Waiver. Except as otherwise expressly provided herein, no waiver of any covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by the Party against whom such waiver is charged; and:

- (i) the failure of any Party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions;
- (ii) the acceptance of performance of anything required by this Agreement to be performed with knowledge of the breach or failure of a covenant, condition, or provision hereof shall not be deemed a waiver of such breach or failure; and
- (iii) no waiver by any Party of one breach by another Party shall be construed as a waiver with respect to any other or subsequent breach.

7.04 Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

7.05 Entire Agreement. This Agreement, including any and all attachments hereto, including the Note, contain the entire Agreement and understanding between the Parties hereto, and supersede all prior agreements and understandings.

7.06 Partial Invalidity. In the event that any condition, covenant, or other provision of this Agreement is held to be invalid or void by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant, or other provision of the Agreement. If such condition, covenant, or other provision is held to be invalid due to its scope or breadth, it is agreed that it shall be deemed to remain valid to the extent permitted by law.

7.07 Significant Changes. Sellers understand that significant changes may be made in the capitalization and/or stock ownership of Arvana, which changes could involve a reverse stock split and/or the issuance of additional shares, thus possibly having a dramatic negative effect on the percentage of ownership and/or number of shares owned by present shareholders of Arvana.

7.08 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures will be acceptable to all Parties.

7.09 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after deposit with a recognized overnight courier, if prepaid and duly addressed to the Party to whom notice is given.

If to the Sellers:

Aly Nazerali
3001-788 Richards Street
Vancouver, British Columbia, Canada V6B 0C7
Email: aly.nazerali@ipm.bc.ca

International Portfolio Management, Inc.
3001-788 Richards Street
Vancouver, British Columbia, Canada V6B 0C7
Email: aly.nazerali@ipm.bc.ca

Valor Invest Ltd.
Hunkins Waterfront Plaza, Suite 556 Main Street
Charlestown, St. Kitts and Nevis
Attn: Aly Nazerali
Email: aly.nazerali@ipm.bc.ca

681315 B.C. Ltd.
14873 80b Avenue
Surrey, British Columbia, Canada V3S 7H4
Attn: Jaisun Garcha
Email: jaisungarcha@gmail.com

Sir John Baring
500 Cathedral Drive, #2814
Aptos, California, United States of America 95001
Email: jfb@usbaring.com

Raymond Wicki
79 Shosshaldenstrasse
3006 Berm, Switzerland
Email: raywicki@bluewin.ch

If to the Purchaser:

Bondock, LLC.
1057 Whitney Ranch Drive, Suite 350
Henderson, Nevada, United States of America 89014
Email: pintoventures@yahoo.com
Attn: Brian Lovig

7.10 Binding Effect. This Agreement shall inure to and be binding upon the heirs, executors, personal representatives, successors and assigns of each of the Parties to this Agreement

7.11 Effect of Closing. All representations, warranties, covenants, and agreements of the Parties contained in this Agreement, or in any instrument, certificate, opinion, or other writing provided for in it, shall be true and correct as of the Closing.

7.12 Mutual Cooperation. The Parties hereto shall cooperate with each other to achieve the purpose of this Agreement and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the transaction described herein.

7.13 Governing Law. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of Utah or in the federal courts located in Salt Lake County. The parties to this Agreement hereby irrevocably waive any objection to the jurisdiction and venue for any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum *non conveniens*. The Maker and Holders waive trial by jury. The prevailing Party or Parties shall be entitled to recover from the other Party or Parties their reasonable attorney's fees and costs. Should any provision of this Agreement or the Note delivered in connection herewith be declared invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Agreement or the Note. All Parties hereby irrevocably waive personal service of process and consent to process being served in any suit, action or proceeding in connection with this Agreement by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices pursuant to this Agreement and agree that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

7.14 Exclusive Jurisdiction and Venue. The Parties agree that the courts of the state of Utah shall have sole and exclusive jurisdiction and venue for the resolution of all disputes arising under the terms of this Agreement and the transactions contemplated herein.

7.15 Attorney Fees. In the event any Party hereto shall commence legal proceedings against the other to enforce the terms hereof, or to declare rights hereunder, as the result of a breach of any covenant or condition of this Agreement, the prevailing Party in any such breach of any covenant or condition of this Agreement, shall be entitled to recover from the losing Party its costs of suit, including reasonable attorneys' fees, as may be fixed by the court.

In Witness Whereof, this Agreement has been duly executed by the Parties as of the date first written above.

SELLERS:

Aly Nazerali

DocuSigned by:

A. Nazerali

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Aly Nazerali

International Portfolio Management, Inc.

DocuSigned by:

A. Nazerali

By: Aly Nazerali

Its: Director

Valor Invest, Ltd.

DocuSigned by:

A. Nazerali

By: Aly Nazerali

Its: Director

681315 B.C. Ltd.

DocuSigned by:

Jaisun Garcha

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By: Jaisun Garcha

Its: Director

Sir John Baring

DocuSigned by:

Sir John Baring

A3E55B88C4904F...

Sir John Baring

Raymond Wlcki

DocuSigned by:

Raymond Wlcki

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PURCHASER:

Bondock, LLC.

DocuSigned by:

Brian Lovig

By: Brian Lovig

Its: Sole Member

EXHIBIT A

SHARES

SELLER	CERTIFICATE NUMBER	SHARES
Aly Nazerali	#2113	1,112,910
	#2119	393,750
International Portfolio Management, Inc.	#2114	1,132,690
	#2120	259,375
Valor Invest Ltd.	#2115	360,000
	#2117	23,128,865
681315 B.C. Ltd.	#2123	2,590,292
John Baring	#2122	1,500,000
Raymond Wicki	#2116	625,000
TOTAL	(91.08%)	31,102,882

EXHIBIT B

PROMISSORY NOTE

THE ISSUANCE AND SALE OF THE SECURITY REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE PLEDGED, SOLD, ASSIGNED OR TRANSFERRED UNLESS (A) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE SECURITIES ACT, AND ANY APPLICABLE STATE SECURITIES LAW REQUIREMENTS HAVE BEEN MET OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THIS SECURITY.

Principal Amount

Issue Date

US\$2,000,000

May 10, 2022

FOR VALUE RECEIVED, Bondock, LLC., a Nevada limited liability company (hereinafter called the "Maker"), hereby promises to pay to the order of Altaf Nazerali, International Portfolio Management, Inc., Valor Invest Ltd., 681315 B.C. Ltd., John Baring and Raymond Wicki (hereinafter collectively called the "Holders") the aggregate total sum of TWO MILLION US DOLLARS (US\$2,000,000) ("Principal Amount"), on or before May 9, 2024 (the "Maturity Date"), when same becomes due and payable, whether at maturity or upon acceleration, prepayment or otherwise (the "Note").

All payments due hereunder in accordance with the terms hereof shall be made in lawful money of the United States of America and made at such address as each of the Holders do hereby and shall hereafter provide to the Maker by written notice in accordance with the provisions of this Note. When any amount expressed to be due by the terms of this Note is due on any day which is not a business day, the same shall instead be due on the next succeeding day which is a business day. As used in this Note, the term "business day" shall mean any day other than a Saturday, Sunday, or a day on which commercial banks in Salt Lake City, Utah are authorized, or required by law or executive order to remain closed.

This Note is appended to the Stock Purchase Agreement dated as of May 10, 2022 (the "Stock Purchase Agreement") as Exhibit A thereto, between Maker and the Holders, as consideration for Maker's purchase of a controlling equity interest in Arvana Inc. from those Holders detailed in Schedule I hereto.

Each capitalized term used herein, and not otherwise defined, shall have the meaning ascribed thereto in that certain Stock Purchase Agreement. This Note is free from all taxes, liens, claims and encumbrances with respect to the issue thereof.

The following terms shall apply to this Note:

1. EFFECT OF CERTAIN EVENTS

1.01 Effect of Merger, Consolidation, Etc. At the option of the Holders, the sale, conveyance or disposition of all or substantially all of the assets of the Maker, the effectuation by the Maker of a transaction or series of related transactions in which more than 50% of the voting power of the Maker is disposed of, or the consolidation, merger or other business combination of the Maker with or into any other Person (as defined below), or Persons when the Maker is not the survivor shall be deemed to be an Event of Default (as defined in Article 4) pursuant to which the Maker shall be required to pay to the Holders, on the consummation of and as a condition to any such transaction, the Principal Amount in satisfaction of this Note. "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

2. REPRESENTATIONS AND WARRANTIES

2.01 Organization; Existence; Good Standing; Compliance with Laws. Maker is a limited liability company formed in Nevada, validly existing and in good standing under the laws of its jurisdiction, and in compliance with laws applicable to Maker.

2.02 Authorization; Enforceability. Maker has the authority and has taken all necessary action to execute, deliver and perform this Note to consummate the transactions contemplated hereby. This Note has been duly executed and constitutes Maker's legal, valid, and binding obligation, enforceable in accordance with its terms.

2.03 No Conflicts. The execution and delivery of this Note, and the performance of Maker of its obligations hereunder, do not and will not violate, breach, or conflict with or require consent pursuant to any existing law or regulation or any writ or decree of any court or governmental authority, any of Maker's constituent documents, or any agreement to which Maker or its assets are bound.

2.04 No Default. No Event of Default exists as of the Issue Date hereto.

2.05 Title to Assets; No Liens. Maker has good and, in the case of real property, marketable, title to, or a valid leasehold interest in or license to, all of its properties and assets, real and personal, tangible and intangible, of any nature whatsoever, free and clear of all liens, charges and claims.

2.06 No Litigation. Maker knows of no claim, action, suit, proceeding, or investigation pending, threatened against or affecting Maker with respect to this Note or that has had, or would reasonably be expected to have a material adverse effect on Maker's ability to perform its obligations under this Note.

3. COVENANTS

3.01 Access to Records; Reporting. Maker, on notice, shall allow Holders or their designees reasonable access during normal business hours, or without notice if an Event of Default exists or is continuing, for the purpose of inspecting, verifying, and auditing the books and records of Maker, and shall furnish to Holders copies of books, records or extracts as Holders may reasonably request.

3.02 Limitation on Transactions with Affiliates. Maker shall not directly or indirectly enter into any transaction for the purchase, lease, sale or exchange of property, the rendering of any service, or the payment of management, advisory or similar fees to any affiliate, except in the ordinary course of business upon fair and reasonable terms no more favorable than those extended in a comparable arm's length transaction with an unaffiliated person or business.

3.03 Limitation on Transfer of Assets. Maker shall not transfer its assets other than in the ordinary course of business.

4. EVENTS OF DEFAULT

Should any of the following Events of Default (each, an "Event of Default") occur:

4.01 Failure to Pay Principal. The Maker fails to pay the Principal Amount of the Note hereof when due, whether at maturity, upon acceleration or otherwise.

4.02 Breach of Covenants. The Maker breaches any material covenant, material term, or condition contained in this Note and any collateral documents including but not limited to the Stock Purchase Agreement, and such breach continues for a period of ten (10) days after written notice thereof is delivered to Maker from the Holders.

4.03 Breach of Representations and Warranties. Any representation or warranty of the Maker made herein or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith (including, without limitation, the Stock Purchase Agreement), shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holders with respect to this Note or the Stock Purchase Agreement.

4.04 Receiver or Trustee. The Maker or any subsidiary of the Maker shall make an assignment for the benefit of creditors or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

4.05 Judgments. Any money judgment, writ or similar process shall be entered or filed against the Maker or any subsidiary of the Maker or any of its property or other assets for more than \$1,000,000 that remains unvacated, unbonded or unstayed for a period of twenty (20) days, unless otherwise waived by the Holders, which waiver will not be unreasonably withheld.

4.06 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any other law for the relief of debtors shall be instituted by or against the Maker or any subsidiary of the Maker.

4.07 Liquidation. Any dissolution, liquidation, or winding up of Maker or any substantial portion of its business.

4.08 Cessation of Operations. Any cessation of operations by Maker or Maker admits it is otherwise generally unable to pay its debts as such debts become due, though any disclosure of the Maker's ability to continue as a "going concern" shall not be an admission that Maker cannot pay its debts as they become due.

4.09 Maintenance of Assets. The failure by Maker to maintain any material intellectual property rights, personal, real property or other assets which are necessary to conduct its business (whether now or in the future).

Upon the occurrence and during the continuation of an Event of Default specified in this Article 4 or Article 1, the Note shall become immediately due and payable and the Maker shall pay to the Holders, an amount equal to the Default Amount (as defined below) effective on the delivery of written notice to the Maker by the Holders (the "Default Notice"), in full satisfaction of its obligations hereunder, an amount equal to 125% times the Principal Amount of this Note (the "Default Amount") which shall immediately become due and payable, together with all costs, including, without limitation, legal fees and expenses, of collection, and the Holders shall also be entitled to exercise all other rights and remedies available at law or in equity.

5 MISCELLANEOUS

5.01 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holders in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power, or privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

5.02 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery addressed, as set forth below, or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery at the address designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur or (c) on the third business day if deposited in the mail, registered or certified, return receipt requested, postage prepaid. The addresses for such communications shall be:

If to the Maker, to:

Bondock, LLC.
1057 Whitney Ranch Drive, Suite 350
Henderson, Nevada, United States of America 89014
Email: pintoventures@yahoo.com
Attn: Brian Lovig

If to the Holders:

Aly Nazerali
3001-788 Richards Street
Vancouver, British Columbia, Canada V6B 0C7
Email: aly.nazerali@ipm.bc.ca

International Portfolio Management, Inc.
3001-788 Richards Street
Vancouver, British Columbia, Canada V6B 0C7
Email: aly.nazerali@ipm.bc.ca

Valor Invest Ltd.
Hunkins Waterfront Plaza, Suite 556 Main Street
Charlestown, St. Kitts and Nevis
Attn: Aly Nazerali
Email: aly.nazerali@ipm.bc.ca

681315 B.C. Ltd.
14873 80b Avenue
Surrey, British Columbia, Canada V3S 7H4
Attn: Jaisun Garcha
Email: jaisungarcha@gmail.com

Sir John Baring
500 Cathedral Drive, #2814
Aptos, California, United States of America 95001
Email: jfb@usbaring.com

Raymond Wicki
79 Shosshaldenstrasse
3006 Berm, Switzerland
Email: raywicki@bluewin.ch

5.03 Amendments. This Note and any provision hereof may only be amended by an instrument in writing signed by the Maker and the Holders. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended, or supplemented.

5.04 Assignability. Maker may not assign or transfer any of the obligations evidenced by this Note without the prior written consent of Holders. Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

5.04 Cost of Collection. Should Maker default on payment of this Note, Maker shall pay the Holders hereof costs of collection, including reasonable attorneys' fees.

5.05 Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Note shall be brought only in the state courts of Utah or in the federal courts located in Salt Lake County. The parties to this Note hereby irrevocably waive any objection to the jurisdiction and venue for any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum *non conveniens*. The Maker and Holders waive trial by jury. The prevailing Party or Parties shall be entitled to recover from the other Party or Parties their reasonable attorney's fees and costs. Should any provision of this Note or the Stock Purchase Agreement delivered in connection herewith be declared invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Note or the Stock Purchase Agreement. All Parties hereby irrevocably waive personal service of process and consent to process being served in any suit, action or proceeding in connection with this Note by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices pursuant to this Note and agree that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.


5.06 Certain Amounts. Whenever pursuant to this Note the Maker is required to pay an amount in excess of the outstanding Principal Amount, the Maker and the Holders agree that the actual damages to the Holders from the receipt of a cash payment on this Note may be difficult to determine and the amount to be so paid by the Maker represents stipulated damages and not a penalty and is intended to compensate the Holders in part for loss of opportunity. The Maker and the Holders hereby agree that such amount of stipulated damages is not plainly disproportionate to the possible loss to the Holders.

5.07 Purchase Agreement. By its acceptance of this Note, each Party hereto agrees to be bound by the applicable terms of the Stock Purchase Agreement.

5.08 Remedies. The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holders, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Maker acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by the Maker of the provisions of this Note, that the Holders shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, Maker has caused this Note to be signed in its name by its duly authorized officer this May 10, 2022.

Bondock, LLC.

DocuSigned by:

34BE308A5AC2424...

By: Brian Lovig

Its: President

Note – Exhibit B – Execution Copy

Schedule I

Holder	Shares	Multiplier	US Dollars
Aly Nazerali	1,112,910	0.064302722815204	71,563.49
	393,750	0.064302722815204	25,319.55
International Portfolio Management, Inc.	1,132,690	0.064302722815204	72,835.40
	259,375	0.064302722815204	16,678.87
Valor Invest, Ltd.	360,000	0.064302722815204	23,147.33
	23,128,865	0.064302722815204	1,487,249.37
681315 B.C. Ltd.	2,590,292	0.064302722815204	166,562.01
John Baring	1,500,000	0.064302722815204	96,454.43
Raymond Wicki	625,000	0.064302722815204	40,189.55
Total	31,102.882		2,000,000.00

EXHIBIT 2

EXHIBIT 2



ARVANA INC. ISSUES CLARIFICATION AND CONFIRMS DETAILS OF FORWARD-SPLIT

Salt Lake City, Utah, April 18, 2023, Arvana Inc. ("OTC: AVNI") today issued a clarification to its prior press release dated April 12, 2023, regarding the forward-split of its common stock.

The April 12, 2023, press release generated some confusion over the record date for those stockholders entitled to the additional forward-split shares, and the effective date for the anticipated delivery of the forward-split shares. Arvana wishes to clarify and confirm the details of the forward-split.

The forward-split will take effect following the close of business on April 18, 2023, on a ratio of three (3) new shares of Arvana common stock for each (1) share of common stock outstanding, that will be deliverable on or about April 19, 2023, to stockholders of record on March 31, 2023.

The total number of outstanding shares of common stock will increase from 35,948,518 shares to 107,845,554 shares after the forward-split takes effect with no change in the par value of Arvana's common stock or in the number of its authorized shares.

For additional information concerning the forward split, please refer to Arvana's filings with the Securities and Exchange Commission or contact us directly.

Arvana Inc.

Arvana ("OTC: AVNI") is a public company registered under the Securities & Exchange Act of 1934, as amended, that is quoted on the OTC Pink Sheets Current Information Alternative Reporting platform. We operate a fishing charter business through our wholly owned subsidiary Down2Fish Charters, LLC.

Down2Fish offers a range of curated maritime adventures that include inshore, offshore, and custom charters for fishing enthusiasts, nature lovers, and sea bound adventurers. Our business is operated from a private dock in Palmetto, Florida to service the Greater Tampa Bay area including St Petersburg, Venice, Sarasota, and Clearwater.

Forward-Looking Statements

Several statements contained in this press release are forward-looking statements of future expectations based on currently available information that are subject to risks and uncertainties including general economic conditions, changes in capital markets, regulatory legislation, and other circumstances that may cause actual results to be materially different from those expectations. Arvana does not make any representation or warranty, express or implied, as to the accuracy, completeness, or status of such statements so it will not be liable for any decision made or action taken in conjunction with the information and/or statements contained in this press release. Arvana encourages the public to read the information provided in conjunction with its recent filings on Schedule 14c, Form 8-K, Form 10-Q and Form 10-K, which may be viewed at www.sec.gov.

Contact

Ruairidh Campbell, Chief Executive Officer

Phone: +1 801-232-7395

Email: ruairidhcampbell@msn.com

Website: <https://arvana.us>

EXHIBIT 3

EXHIBIT 3

MARKETS **US** Europe Asia Currencies Crypto Futures

↑	Dow Jones	+0.41%	↓	S&P 500	-0.017%	↓	Nasdaq	-0.55%	↓	Russell	-0.27%	↓	VIX	-0.16%
	43,606.59	+178.57		6,012.11	-1.02		19,417.34	-106.67		2,189.40	-5.95		18.18	-0.030

HOME > AVNI • OTCMKTS

Arvana Inc

+ Follow

Share

\$0.40

Feb 24, 12:18:16 AM UTC-5 · USD · OTCMKTS · Disclaimer

1D

5D

1M

6M

YTD

1Y

5Y

MAX

No data

Market news

Barron's • 34 minutes ago
Consumers May Be Getting Nervous. 5 Stocks to Buy.

.INX ↓0.017%

TipRanks • 40 minutes ago
Boeing's (NYSE:BA) Space Program Hits a Few Snags

BA ↑2.41%

Seeking Alpha • 20 minutes ago
QE Or "Not-QE"? That Is The (Fed's) Question (SPX)

Investor's Business Daily • 36 minutes ago
Dow Leader, Nvidia In Or Near Buy Zones

.DJI ↑0.41% NVDA ↓1.26% GS ↑0.63%

Investopedia • 1 hour ago
Palantir Stock Leads S&P 500 Decliners Monday Amid Defense Spending Cut Concerns

PLTR ↓10.16% .INX ↓0.017%

Yahoo Finance • 7 minutes ago
Stock market today: Dow leads gains, S&P 500, Nasdaq mixed as tech lags



Stock US listed security

US headquartered

PREVIOUS CLOSE	\$0.40
YEAR RANGE	\$0.11 - \$0.70
MARKET CAP	43.14M USD
AVG VOLUME	1.44K
P/E RATIO	-
DIVIDEND YIELD	-
PRIMARY EXCHANGE	OTCMKTS

About

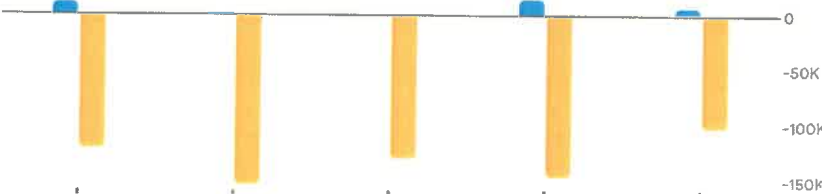
FOUNDED	1977
HEADQUARTERS	Salt Lake City, Utah United States
WEBSITE	arvana.us
EMPLOYEES	1

Financials

Income Statement

Quarterly

Annual



Sep 2023

Dec 2023

Mar 2024

Jun 2024

Sep 2024

Revenue

Net Income

(USD)

SEP 2024 ⓘ

Y/Y CHANGE

Revenue

6.13K

↓ -42.02%

Operating expense

90.73K

↓ -19.52%

Net income

-101.71K

↑ 15.75%

Net profit margin

-1.66K

↓ -45.32%

Earnings per share

—

—

EBITDA

-88.92K

↑ 20.09%

Effective tax rate

—

—

Balance Sheet

▼

Cash Flow

▼

Discover more

You may be interested in ⓘ

INDEX

Dow Jones Industrial Average

43,606.59

↑ 0.41%

⊕

INDEX

S&P 500

6,012.11

↓ 0.017%

⊕

TSLA

Tesla Inc

\$333.59

↓ 1.25%

⊕

MGM

MGM Resorts International

\$36.52

↑ 1.44%

⊕

AAPL

Apple Inc

\$248.01

↑ 1.00%

⊕

BABA

Alibaba Group Holding Ltd - ADR

\$129.10

↓ 10.19%

⊕

People also search for

ATCMF

Atico Mining Corp

\$0.11

↑ 2.06%

⊕

AVRI

Innovation Nation Inc

\$0.018

0.00%

⊕

AVDA

Avoca Ord Shs

\$1,050.00

↓ 12.50%

⊕

AUSI

Aura Systems Inc

\$0.34

↓ 14.79%

⊕

AESD

Atlantic Energy Solutions Ord Shs

\$0.0082

↓ 3.53%

⊕

EXHIBIT 4

EXHIBIT 4

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13G

Under the Securities Exchange Act of 1934
(Amendment No. __)*

ARVANA INC.
(Name of Issuer)

COMMON STOCK, \$0.001 PAR VALUE PER SHARE
(Title of Class of Securities)

043279 20 7
(CUSIP Number)

KERRI ANN HULET
(Name, Address and Telephone Number of Person

Authorized to Receive Notices and Communications)

JANUARY 3, 2023
(Date of Event which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

- ☐ Rule 13d-1(b)
☐ Rule 13d-1(c)
☒ Rule 13d-1(d)

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 043279 20 7

Item 1.

(a) Name of Issuer

Arvana Inc.

(b) Address of Issuer's Principal Executive Offices

299 Main Street 13th Floor, Salt Lake City, Utah 84111

Item 2.

(a) Name of Person Filing

Kerri Ann Hulet

(b) Address of the Principal Office or, if none, residence

1330 Calle Calma, Henderson, Nevada 89012

(c) Citizenship

United States

(d) Title of Class of Securities

Common Stock, \$0.001 par value per share

(e) CUSIP Number

043279 20 7

Item 3. If this statement is filed pursuant to §§240.13d-1(b) or 240.13d-2(b) or (c), check whether the person filing is a:

- (a) ☐ Broker or dealer registered under section 15 of the Act (15 U.S.C. 78o).
- (b) ☐ Bank as defined in section 3(a)(6) of the Act (15 U.S.C. 78c).
- (c) ☐ Insurance company as defined in section 3(a)(19) of the Act (15 U.S.C. 78c).
- (d) ☐ Investment company registered under section 8 of the Investment Company Act of 1940 (15 U.S.C. 80a-8).
- (e) ☐ An investment adviser in accordance with §240.13d-1(b)(1)(ii)(E);
- (f) ☐ An employee benefit plan or endowment fund in accordance with §240.13d-1(b)(1)(ii)(F);
- (g) ☐ A parent holding company or control person in accordance with §240.13d-1(b)(1)(ii)(G);
- (h) ☐ A savings associations as defined in Section 3(b) of the Federal Deposit Insurance Act (12 U.S.C. 1813);
- (i) ☐ A church plan that is excluded from the definition of an investment company under section 3(c)(14) of the Investment Company Act of 1940 (15 U.S.C. 80a-3);
- (j) ☐ Group, in accordance with §240.13d-1(b)(1)(ii)(J).

Item 4. Ownership.

Provide the following information regarding the aggregate number and percentage of the class of securities of the issuer identified in Item 1.

- (a) Amount beneficially owned: 6,000,000

- (b) Percent of class: 5.56%
- (c) Number of shares as to which the person has:
 - (i) Sole power to vote or to direct the vote 6,000,000.
 - (ii) Shared power to vote or to direct the vote 6,000,000.
 - (iii) Sole power to dispose or to direct the disposition of 6,000,000.
 - (iv) Shared power to dispose or to direct the disposition of 6,000,000.

Item 5. Ownership of Five Percent or Less of a Class.

If this statement is being filed to report the fact that as of the date hereof the reporting person has ceased to be the beneficial owner of more than five percent of the class of securities, check the following ☐.

Item 6. Ownership of More than Five Percent on Behalf of Another Person.

Not applicable.

Item 7. Identification and Classification of the Subsidiary Which Acquired the Security Being Reported on By the Parent Holding Company.

Not applicable.

Item 8. Identification and Classification of Members of the Group.

Not applicable.

Item 9. Notice of Dissolution of Group.

Not applicable.

Item 10. Certification.

Not applicable.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete, and correct.

February 13, 2024

Date

/s/ Kerri Ann Hulet

Signature

Kerri Ann Hulet

Name/Title

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13G

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

ARVANA INC.
(Name of Issuer)

COMMON STOCK, \$0.001 PAR VALUE PER SHARE
(Title of Class of Securities)

043279 20 7
(CUSIP Number)

KERRI ANN HULET
(Name, Address and Telephone Number of Person

Authorized to Receive Notices and Communications)

JANUARY 3, 2023
(Date of Event which Requires Filing of this Statement)

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- ☐ Rule 13d-1(b)
☐ Rule 13d-1(c)
☒ Rule 13d-1(d)

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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1. NAMES OF REPORTING PERSONS	
Kerri Ann Hulet	
2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)	
(a) <input type="checkbox"/>	
(b) <input type="checkbox"/>	
3. SEC USE ONLY	
4. CITIZENSHIP OR PLACE OF ORGANIZATION	
United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5. SOLE VOTING POWER
	6,000,000
	6. SHARED VOTING POWER
	0
	7. SOLE DISPOSITIVE POWER
	6,000,000
	8. SHARED DISPOSITIVE POWER
	0
9. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
6,000,000	
10. CHECK IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>	
11. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)	
5.56%	
12. TYPE OF REPORTING PERSON (see instructions)	
IN	

CUSIP No. 043279 20 7

Item 1.

- (a) Name of Issuer
Arvana Inc.
- (b) Address of Issuer's Principal Executive Offices
299 Main Street 13th Floor, Salt Lake City, Utah 84111

Item 2.

- (a) Name of Person Filing
Kerri Ann Hulet
- (b) Address of the Principal Office or, if none, residence
1330 Calle Calma, Henderson, Nevada 89012
- (c) Citizenship
United States
- (d) Title of Class of Securities
Common Stock, \$0.001 par value per share
- (e) CUSIP Number
043279 20 7

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- (a) ☐ Broker or dealer registered under section 15 of the Act (15 U.S.C. 78o).
- (b) ☐ Bank as defined in section 3(a)(6) of the Act (15 U.S.C. 78c).
- (c) ☐ Insurance company as defined in section 3(a)(19) of the Act (15 U.S.C. 78c).
- (d) ☐ Investment company registered under section 8 of the Investment Company Act of 1940 (15 U.S.C. 80a-8).
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- (i) ☐ A church plan that is excluded from the definition of an investment company under section 3(c)(14) of the Investment Company Act of 1940 (15 U.S.C. 80a-3);
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- (b) Percent of class: 5.56%
- (c) Number of shares as to which the person has:
 - (i) Sole power to vote or to direct the vote 6,000,000.
 - (ii) Shared power to vote or to direct the vote 6,000,000.
 - (iii) Sole power to dispose or to direct the disposition of 6,000,000.
 - (iv) Shared power to dispose or to direct the disposition of 6,000,000.

Item 5. Ownership of Five Percent or Less of a Class.

If this statement is being filed to report the fact that as of the date hereof the reporting person has ceased to be the beneficial owner of more than five percent of the class of securities, check the following ☐.

Item 6. Ownership of More than Five Percent on Behalf of Another Person.

Not applicable.

Item 7. Identification and Classification of the Subsidiary Which Acquired the Security Being Reported on By the Parent Holding Company.

Not applicable.

Item 8. Identification and Classification of Members of the Group.

Not applicable.

Item 9. Notice of Dissolution of Group.

Not applicable.

Item 10. Certification.

Not applicable.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13G

Under the Securities Exchange Act of 1934
(Amendment No. __)*

ARVANA INC.
(Name of Issuer)

COMMON STOCK, \$0.001 PAR VALUE PER SHARE
(Title of Class of Securities)

043279 20 7
(CUSIP Number)

CHRISTY LOVIG
(Name, Address and Telephone Number of Person

Authorized to Receive Notices and Communications)

JANUARY 3, 2023
(Date of Event which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

- ☐ Rule 13d-1(b)
☐ Rule 13d-1(c)
☒ Rule 13d-1(d)

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1. NAMES OF REPORTING PERSONS	
Christy Lovig	
2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	
(see instructions)	
(a) <input type="checkbox"/>	
(b) <input type="checkbox"/>	
3. SEC USE ONLY	
4. CITIZENSHIP OR PLACE OF ORGANIZATION	
Canada	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5. SOLE VOTING POWER
	6,000,000
	6. SHARED VOTING POWER
	0
	7. SOLE DISPOSITIVE POWER
	6,000,000
	8. SHARED DISPOSITIVE POWER
	0
9. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
6,000,000	
10. CHECK IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES	
(see instructions) <input type="checkbox"/>	
11. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)	
5.56%	
12. TYPE OF REPORTING PERSON (see instructions)	
IN	
2	

CUSIP No. 043279 20 7

Item 1.

(a) Name of Issuer

Arvana Inc.

(b) Address of Issuer's Principal Executive Offices

299 Main Street 13th Floor, Salt Lake City, Utah 84111

Item 2.

(a) Name of Person Filing

Christy Lovig

(b) Address of the Principal Office or, if none, residence

4420 Bedford Road, Kelowna, British Columbia, Canada V1W 3C5

(c) Citizenship

Canada

(d) Title of Class of Securities

Common Stock, \$0.001 par value per share

(e) CUSIP Number

043279 20 7

Item 3. If this statement is filed pursuant to §§240.13d-1(b) or 240.13d-2(b) or (c), check whether the person filing is a:

- (a) ☐ Broker or dealer registered under section 15 of the Act (15 U.S.C. 78o).
- (b) ☐ Bank as defined in section 3(a)(6) of the Act (15 U.S.C. 78c).
- (c) ☐ Insurance company as defined in section 3(a)(19) of the Act (15 U.S.C. 78c).
- (d) ☐ Investment company registered under section 8 of the Investment Company Act of 1940 (15 U.S.C. 80a-8).
- (e) ☐ An investment adviser in accordance with §240.13d-1(b)(1)(ii)(E);
- (f) ☐ An employee benefit plan or endowment fund in accordance with §240.13d-1(b)(1)(ii)(F);
- (g) ☐ A parent holding company or control person in accordance with §240.13d-1(b)(1)(ii)(G);
- (h) ☐ A savings associations as defined in Section 3(b) of the Federal Deposit Insurance Act (12 U.S.C. 1813);
- (i) ☐ A church plan that is excluded from the definition of an investment company under section 3(c)(14) of the Investment Company Act of 1940 (15 U.S.C. 80a-3);
- (j) ☐ Group, in accordance with §240.13d-1(b)(1)(ii)(J).

Item 4. Ownership.

Provide the following information regarding the aggregate number and percentage of the class of securities of the issuer identified in Item 1.

- (a) Amount beneficially owned: 6,000,000

(b) Percent of class: 5.56%

(c) Number of shares as to which the person has:

(i) Sole power to vote or to direct the vote 6,000,000.

(ii) Shared power to vote or to direct the vote 6,000,000.

(iii) Sole power to dispose or to direct the disposition of 6,000,000.

(iv) Shared power to dispose or to direct the disposition of 6,000,000.

Item 5. Ownership of Five Percent or Less of a Class.

If this statement is being filed to report the fact that as of the date hereof the reporting person has ceased to be the beneficial owner of more than five percent of the class of securities, check the following ☐.

Item 6. Ownership of More than Five Percent on Behalf of Another Person.

Not applicable.

Item 7. Identification and Classification of the Subsidiary Which Acquired the Security Being Reported on By the Parent Holding Company.

Not applicable.

Item 8. Identification and Classification of Members of the Group.

Not applicable.

Item 9. Notice of Dissolution of Group.

Not applicable.

Item 10. Certification.

Not applicable.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13G

Under the Securities Exchange Act of 1934
(Amendment No. __)*

ARVANA INC.
(Name of Issuer)

COMMON STOCK, \$0.001 PAR VALUE PER SHARE
(Title of Class of Securities)

043279 20 7
(CUSIP Number)

LANDON LOVIG
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

JANUARY 3, 2023
(Date of Event which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

- ☐ Rule 13d-1(b)
☐ Rule 13d-1(c)
☒ Rule 13d-1(d)

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1. NAMES OF REPORTING PERSONS

Landon Lovig

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(see instructions)

(a) ☐(b) ☐

3. SEC USE ONLY

4. CITIZENSHIP OR PLACE OF ORGANIZATION

Canada

5. SOLE VOTING POWER

6,000,000

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON WITH

6. SHARED VOTING POWER

0

7. SOLE DISPOSITIVE POWER

6,000,000

8. SHARED DISPOSITIVE POWER

0

9. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

6,000,000

10. CHECK IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES

(see instructions) ☐

11. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

5.56%

12. TYPE OF REPORTING PERSON (see instructions)

IN

CUSIP No. 043279 20 7

Item 1.

- (a) Name of Issuer
Arvana Inc.
- (b) Address of Issuer's Principal Executive Offices
299 Main Street 13th Floor, Salt Lake City, Utah 84111

Item 2.

- (a) Name of Person Filing
Landon Lovig
- (b) Address of the Principal Office or, if none, residence
8618-77 Street NW, Edmonton, Alberta Canada TC6 2L8
- (c) Citizenship
Canada
- (d) Title of Class of Securities
Common Stock, \$0.001 par value per share
- (e) CUSIP Number
043279 20 7

Item 3. If this statement is filed pursuant to §§240.13d-1(b) or 240.13d-2(b) or (c), check whether the person filing is a:

- (a) ☐ Broker or dealer registered under section 15 of the Act (15 U.S.C. 78o).
- (b) ☐ Bank as defined in section 3(a)(6) of the Act (15 U.S.C. 78c).
- (c) ☐ Insurance company as defined in section 3(a)(19) of the Act (15 U.S.C. 78c).
- (d) ☐ Investment company registered under section 8 of the Investment Company Act of 1940 (15 U.S.C. 80a-8).
- (e) ☐ An investment adviser in accordance with §240.13d-1(b)(1)(ii)(E);
- (f) ☐ An employee benefit plan or endowment fund in accordance with §240.13d-1(b)(1)(ii)(F);
- (g) ☐ A parent holding company or control person in accordance with §240.13d-1(b)(1)(ii)(G);
- (h) ☐ A savings associations as defined in Section 3(b) of the Federal Deposit Insurance Act (12 U.S.C. 1813);
- (i) ☐ A church plan that is excluded from the definition of an investment company under section 3(c)(14) of the Investment Company Act of 1940 (15 U.S.C. 80a-3);
- (j) ☐ Group, in accordance with §240.13d-1(b)(1)(ii)(J).

Item 4. Ownership.

Provide the following information regarding the aggregate number and percentage of the class of securities of the issuer identified in Item 1.

- (a) Amount beneficially owned: 6,000,000
- (b) Percent of class: 5.56%
- (c) Number of shares as to which the person has:
 - (i) Sole power to vote or to direct the vote 6,000,000.

(ii) Shared power to vote or to direct the vote 0.

(iii) Sole power to dispose or to direct the disposition of 6,000,000.

(iv) Shared power to dispose or to direct the disposition of 0.

Item 5. Ownership of Five Percent or Less of a Class.

If this statement is being filed to report the fact that as of the date hereof the reporting person has ceased to be the beneficial owner of more than five percent of the class of securities, check the following ☐.

Item 6. Ownership of More than Five Percent on Behalf of Another Person.

Not applicable.

Item 7. Identification and Classification of the Subsidiary Which Acquired the Security Being Reported on By the Parent Holding Company.

Not applicable.

Item 8. Identification and Classification of Members of the Group.

Not applicable.

Item 9. Notice of Dissolution of Group.

Not applicable.

Item 10. Certification.

Not applicable.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13G

Under the Securities Exchange Act of 1934
(Amendment No. __)*

ARVANA INC.
(Name of Issuer)

COMMON STOCK, \$0.001 PAR VALUE PER SHARE
(Title of Class of Securities)

043279 20 7
(CUSIP Number)

LANE LOVIG
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

JANUARY 3, 2023
(Date of Event which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

- ☐ Rule 13d-1(b)
☐ Rule 13d-1(c)
☒ Rule 13d-1(d)

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CUSIP No. 043279 20 7

1. NAMES OF REPORTING PERSONS

Lane Lovig

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(see instructions)

(a) ☐

(b) ☐

3. SEC USE ONLY

4. CITIZENSHIP OR PLACE OF ORGANIZATION

Canada

5. SOLE VOTING POWER

NUMBER OF
SHARES

6,000,000

BENEFICIALLY
OWNED BY
EACH
REPORTING
PERSON WITH

6. SHARED VOTING POWER

0

7. SOLE DISPOSITIVE POWER

6,000,000

8. SHARED DISPOSITIVE POWER

0

9. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

6,000,000

10. CHECK IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES

(see instructions) ☐

11. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

5.56%

12. TYPE OF REPORTING PERSON (see instructions)

IN

CUSIP No. 043279 20 7

Item 1.

(a) Name of Issuer

Arvana Inc.

(b) Address of Issuer's Principal Executive Offices

299 Main Street 13th Floor, Salt Lake City, Utah 84111

Item 2.

(a) Name of Person Filing

Lane Lovig

(b) Address of the Principal Office or, if none, residence

768 Patterson Avenue, Kelowna British Columbia Canada V1Y 5C8

(c) Citizenship

Canada

(d) Title of Class of Securities

Common Stock, \$0.001 par value per share

(e) CUSIP Number

043279 20 7

Item 3. If this statement is filed pursuant to §§240.13d-1(b) or 240.13d-2(b) or (c), check whether the person filing is a:

(a) ☐ Broker or dealer registered under section 15 of the Act (15 U.S.C. 78o).

(b) ☐ Bank as defined in section 3(a)(6) of the Act (15 U.S.C. 78c).

(c) ☐ Insurance company as defined in section 3(a)(19) of the Act (15 U.S.C. 78c).

(d) ☐ Investment company registered under section 8 of the Investment Company Act of 1940 (15 U.S.C. 80a-8).

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(f) ☐ An employee benefit plan or endowment fund in accordance with §240.13d-1(b)(1)(ii)(F);

(g) ☐ A parent holding company or control person in accordance with §240.13d-1(b)(1)(ii)(G);

(h) ☐ A savings associations as defined in Section 3(b) of the Federal Deposit Insurance Act (12 U.S.C. 1813);

(i) ☐ A church plan that is excluded from the definition of an investment company under section 3(c)(14) of the Investment Company Act of 1940 (15 U.S.C. 80a-3);

(j) ☐ Group, in accordance with §240.13d-1(b)(1)(ii)(J).

Item 4. Ownership.

Provide the following information regarding the aggregate number and percentage of the class of securities of the issuer identified in Item 1.

(a) Amount beneficially owned: 6,000,000

(b) Percent of class: 5.56%

(c) Number of shares as to which the person has:

(i) Sole power to vote or to direct the vote 6,000,000.

(ii) Shared power to vote or to direct the vote 6,000,000.

(iii) Sole power to dispose or to direct the disposition of 6,000,000.

(iv) Shared power to dispose or to direct the disposition of 6,000,000.

Item 5. Ownership of Five Percent or Less of a Class.

If this statement is being filed to report the fact that as of the date hereof the reporting person has ceased to be the beneficial owner of more than five percent of the class of securities, check the following ☐.

Item 6. Ownership of More than Five Percent on Behalf of Another Person.

Not applicable.

Item 7. Identification and Classification of the Subsidiary Which Acquired the Security Being Reported on By the Parent Holding Company.

Not applicable.

Item 8. Identification and Classification of Members of the Group.

Not applicable.

Item 9. Notice of Dissolution of Group.

Not applicable.

Item 10. Certification.

Not applicable.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13G

Under the Securities Exchange Act of 1934
(Amendment No. __)*

ARVANA INC.
(Name of Issuer)

COMMON STOCK, \$0.001 PAR VALUE PER SHARE
(Title of Class of Securities)

043279 20 7
(CUSIP Number)

REAGAN LOVIG
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

JANUARY 3, 2023
(Date of Event which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

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☐ Rule 13d-1(c)
☒ Rule 13d-1(d)

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1. NAMES OF REPORTING PERSONS

Reagan Lovig

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(see instructions)

(a) ☐(b) ☐

3. SEC USE ONLY

4. CITIZENSHIP OR PLACE OF ORGANIZATION

Canada

5. SOLE VOTING POWER

6,000,000

6. SHARED VOTING POWER

0

7. SOLE DISPOSITIVE POWER

6,000,000

8. SHARED DISPOSITIVE POWER

0

9. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

6,000,000

10. CHECK IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES

(see instructions) ☐

11. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

5.56%

12. TYPE OF REPORTING PERSON (see instructions)

IN

Item 1.

- (a) Name of Issuer
Arvana Inc.
- (b) Address of Issuer's Principal Executive Offices
299 Main Street 13th Floor, Salt Lake City, Utah 84111

Item 2.

- (a) Name of Person Filing
Reagan Lovig
- (b) Address of the Principal Office or, if none, residence
108-555 Wade Avenue East, Penticton, British Columbia Canada V2A 1T3
- (c) Citizenship
Canada
- (d) Title of Class of Securities
Common Stock, \$0.001 par value per share
- (e) CUSIP Number
043279 20 7

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- (b) ☐ Bank as defined in section 3(a)(6) of the Act (15 U.S.C. 78c).
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- (d) ☐ Investment company registered under section 8 of the Investment Company Act of 1940 (15 U.S.C. 80a-8).
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- (i) ☐ A church plan that is excluded from the definition of an investment company under section 3(c)(14) of the Investment Company Act of 1940 (15 U.S.C. 80a-3);
- (j) ☐ Group, in accordance with §240.13d-1(b)(1)(ii)(J).

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(iii) Sole power to dispose or to direct the disposition of 6,000,000.

(iv) Shared power to dispose or to direct the disposition of 0

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Item 6. Ownership of More than Five Percent on Behalf of Another Person.

Not applicable.

Item 7. Identification and Classification of the Subsidiary Which Acquired the Security Being Reported on By the Parent Holding Company.

Not applicable.

Item 8. Identification and Classification of Members of the Group.

Not applicable.

Item 9. Notice of Dissolution of Group.

Not applicable.

Item 10. Certification.

Not applicable.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete, and correct.

February 21, 2024

Date

/s/ Reagan Lovig

Signature

Reagan Lovig

Name/Title

EXHIBIT 5

EXHIBIT 5

AMENDED AND RESTATED AGREEMENT FOR THE SALE AND PURCHASE OF COMMON STOCK

THIS AMENDED AND RESTATED AGREEMENT FOR THE SALE AND PURCHASE OF COMMON STOCK ("Amendment") made this 9th day of May 2024, by and between Altaf Nazerali personally and entities over which he exercises control namely International Portfolio Management, Inc. and Valor Invest Ltd., Sir John Baring, Raymond Wicki and 681315 B.C. Ltd. (collectively, the "Sellers"), and Bondock, LLC. (the "Purchaser"), amends the Common Stock Purchase Agreement dated May 10, 2022 ("Agreement"), for the sale and purchase of restricted common shares of Arvana Inc. ("Arvana"). The Sellers and the Purchaser may be referred to herein singularly as a "Party" and collectively, as the "Parties".

RECITALS

WHEREAS Sellers sold Thirty-One Million One Hundred and Two Thousand Eight Hundred and Eighty-Two (31,102,882) pre-forward split (April 19, 2023) shares par value \$0.001 of the restricted common stock of Arvana (OTC Pink: AVNI), a Nevada corporation ("Shares") to the Purchaser pursuant to the terms and conditions of the Agreement and a non-interest-bearing promissory note ("Original Note");

WHEREAS Section 7.02 No Oral Change of the Agreement permits an amendment thereto pursuant to an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, or discharge is sought.

WHEREAS the Parties intend by this written instrument to amend the Agreement and to replace the Original Note with a new promissory note that bifurcates the principal over two extended maturity dates and accrues interest on the principal amounts due ("Replacement Note").

NOW THEREFORE, in consideration of the foregoing, and such other consideration as the Parties mutually agree, the Parties hereto agree as follows:

1. Recitals; Definitions. The recitals set forth above are accurate, represent the intent of the Parties hereto and are incorporated by reference. All capitalized terms not defined herein shall have the respective meanings ascribed thereto in the Agreement and this Amendment.
2. Amendment to Agreement and Note Replacement; Ratification; Reaffirmation.
 - a. Except as otherwise expressly provided herein, the Agreement is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that on and after the date of this Amendment, all references in the Agreement to "this Agreement", "hereto", "hereof", "hereunder" or words of like import referring to the Agreement shall mean the Agreement as amended by this Amendment;
 - b. Except as otherwise expressly provided herein, the Original Note shall be of no further force and effect and shall be exchanged for the Replacement Note. The Replacement Note shall be issued by the Purchaser to the Sellers, who are further described in Exhibit A hereto, to replace the Original Note without the payment of any additional consideration except for accruing interest as defined in the Replacement Note.

c. The Parties have agreed that the Replacement Note will extend the due date for the payment of principal on the Original Note due on May 9, 2024, to the payment of principal and interest on November 8, 2024 ("First Maturity Date"), and May 9, 2025 ("Second Maturity Date"), respectively, in the aggregate amounts of \$373,205.99 (principal and accrued interest), and \$1,756,119.02 (principal and accrued interest) to be paid to Sellers' representative Altaf Nazerali ("Representative") on the respective maturity dates for distribution to the Sellers, as directed by Exhibit B hereto.

3. Issuance of the Replacement Note.

a. The Sellers shall surrender the Original Note to the Purchaser and the Purchaser shall issue and deliver the Replacement Note to Sellers.

b. The date and time of the closing date ("Closing Date") shall be 12:00 noon, Pacific Coast Time, on the date hereof. The closing shall occur on the Closing Date at such place as the Parties may agree.

c. The Replacement Note is provided hereto as Exhibit C.

4. Representations of Purchaser. Purchaser hereby represents and warrants to Sellers that:

a. Purchaser has the requisite company power and authority to enter into this Amendment;

b. All company action on the part of Purchaser by its officers, managers, and members, as is necessary, for the authorization, execution and delivery of, and the performance by Purchaser of its obligations in connection with this Amendment has been taken;

c. This Amendment constitutes a valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to (a) applicable bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization, or other similar laws of general application relating to or affecting the enforcement of creditors' rights generally and (b) general principles of equity;

d. There are no counterclaims, defenses, or offsets of any nature whatsoever to either the Original Note or the Replacement Note;

e. No Event of Default has occurred or exists under the Original Note; and

f. The Purchaser is not affiliated with the Sellers.

5. Representations of the Sellers. Sellers hereby represent and warrant to Purchaser that:

a. Sellers have the requisite authority to enter into this Amendment;

b. All corporate action on the part of Sellers, as applicable, by officers and directors, as is necessary for the authorization, execution and delivery of, and the performance by the Sellers of their respective obligations in connection with this Amendment has been taken;

c. This Amendment constitutes the valid and legally binding obligation of Sellers, enforceable against Sellers in accordance with its terms, subject to (a) applicable bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or other similar laws of general application relating to or affecting the enforcement of general principles of equity;

d. The Sellers have sufficient knowledge and experience in business, financial and investment matters to be able to evaluate the merits and risks of this Amendment; and

e. No Seller is an affiliate of the Purchaser.

6. Renewal. To the extent that any payment or payments made to Sellers under this Amendment are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, or Purchaser, whether directly or indirectly as a debtor-in-possession, or to a receiver or any other party under any bankruptcy law, or other state or federal law, then the portion of the indebtedness of Purchaser intended to have been satisfied by such payment or payments will be revived and will continue in full force and effect as if such payment or payments had never been received by Sellers.

7. No Cancellation. The Amendment evidences the same indebtedness as evidenced by the Agreement and the Original Note (as replaced by the Replacement Note) being an extension, modification, and amendment of the prior documents. The execution of this Amendment hereof does not evidence a cancellation of the indebtedness evidenced by the prior documents.

8. Miscellaneous

a. The article and section headings throughout this Amendment are for convenience and reference only, and shall in no way be deemed to define, limit, or add to the meaning of any provision of this Amendment.

b. This Amendment and any provision hereof, may not be waived, changed, modified, or discharged, orally, but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, or discharge is sought.

c. Except as otherwise expressly provided herein, no waiver of any covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressly in writing and signed by the Party against whom such waiver is charged; and:

- (i) the failure of any Party to insist in any one or more cases upon the performance of any of the provisions, covenants, or conditions of this Amendment or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of any such provisions, covenants, or conditions;
- (ii) the acceptance of performance of anything required by this Amendment to be performed with knowledge of the breach or failure of a covenant, condition, or provision hereof shall not be deemed a waiver of such breach or failure; and
- (iii) no waiver by any Party of one breach by another Party shall be construed as a waiver with respect to any other or subsequent breach.

d. Time is of the essence of this Amendment and of each and every provision hereof.

e. This Amendment, including the Exhibits attached hereto, and the Agreement contain the entire agreement and understanding between the Parties hereto and supersede all prior agreements and understandings.

f. In the event that any condition, covenant, or other provision of this Amendment is held to be invalid or void by any court of competent jurisdiction, it shall be deemed severable from the remainder of this Amendment and shall in no way affect any other condition, covenant, or other provision of the Agreement. If such condition, covenant, or other provision is held to be invalid due to its scope or breadth, it is agreed that it shall be deemed to remain valid to the extent permitted by law.

g. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures will be acceptable to all Parties.

h. All notices, requests, demands, and other communications under this Amendment shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after deposit with a recognized overnight courier, if prepaid and duly addressed to the Party to whom notice is given.

If to the Sellers:

Aly Nazerali
3001-788 Richards Street
Vancouver, British Columbia, Canada V6B 0C7
Email: aly.nazerali@ipm.bc.ca

International Portfolio Management, Inc.
3001-788 Richards Street
Vancouver, British Columbia, Canada V6B 0C7
Email: aly.nazerali@ipm.bc.ca

Valor Invest Ltd.
Hunkins Waterfront Plaza, Suite 556 Main Street
Charlestown, St. Kitts and Nevis
Attn: Aly Nazerali
Email: aly.nazerali@ipm.bc.ca

681315 B.C. Ltd.
14873 80b Avenue
Surrey, British Columbia, Canada V3S 7H4
Attn: Jaisun Garcha
Email: jaisungarcha@gmail.com

Sir John Baring
500 Cathedral Drive, #2814
Aptos, California, United States of America 95001
Email: jfb@usbaring.com

Raymond Wicki
79 Shosshaldenstrasse
3006 Bern, Switzerland
Email: raywicki@bluewin.ch

If to the Purchaser:

Bondock, LLC.
1057 Whitney Ranch Drive, Suite 350
Henderson, Nevada, United States of America 89014
Email: pintoventures@yahoo.com
Attn: Brian Lovig

- i. This Amendment shall inure to and be binding upon the heirs, executors, personal representatives, successors and assigns of each of the Parties to this Amendment.
- j. All representations, warranties, covenants, and agreements of the Parties contained in this Amendment, or in any instrument, certificate, opinion, or other writing provided for in it, shall be true and correct as of the Closing Date.
- k. The Parties hereto shall cooperate with each other to achieve the purpose of this Amendment and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to effect the transaction described herein.
- l. This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of Nevada or in the federal courts located in Clark County. The parties to this Amendment hereby irrevocably waive any objection to the jurisdiction and venue for any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum *non conveniens*. The Purchaser and Sellers waive trial by jury. Should any provision of this Amendment or the Replacement Note delivered in connection herewith be declared invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Amendment or the Replacement Note. All Parties hereby irrevocably waive personal service of process and consent to process being served in any suit, action or proceeding in connection with this Amendment by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices pursuant to this Agreement and agree that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.
- m. The Parties agree that the courts in the state of Nevada shall have sole and exclusive jurisdiction and venue for the resolution of all disputes arising under the terms of this Amendment and the transactions contemplated herein.

n. In the event any Party hereto shall commence legal proceedings against the other to enforce the terms hereof, or to declare rights hereunder, as the result of a breach of any covenant or condition of this Amendment, the prevailing Party in any such breach of any covenant or condition of this Amendment, shall be entitled to recover from the losing Party or Parties its costs of suit, including reasonable attorneys' fees, as may be fixed by the court.

In Witness Whereof, this Amendment has been duly executed by the Parties as of the date first written above.

SELLERS:

Aly Nazerali

DocuSigned by:

A. Nazerali

OCF632D939C64B1...

Aly Nazerali

International Portfolio Management, Inc.

DocuSigned by:

A. Nazerali

OCF632D939C64B1...

By: Aly Nazerali

Its: Director

Valor Invest, Ltd.

DocuSigned by:

A. Nazerali

OCF632D939C64B1...

By: Aly Nazerali

Its: Director

681315 B.C. Ltd.

DocuSigned by:

Jaisun Garcha

C7C985EECD80450...

By: Jaisun Garcha

Its: Director

Sir John Baring

DocuSigned by:

Sir John Baring

A3155698C49B2F5...

Sir John Baring

Raymond Wicki

DocuSigned by:

R. Wicki

78B115D610A241E...

Raymond Wicki

PURCHASER:

Bondock, LLC.

DocuSigned by:

Brian Lovig

99FE69A51C2121...

By: Brian Lovig

Its: Sole Member

Amended and Restated Agreement for the Sale and Purchase of Common Stock

EXHIBIT A

PRE- APRIL 19, 2023, 1-3 FORWARD STOCK SPLIT SHARES SOLD BY SELLERS TO PURCHASERS

SELLERS	CERTIFICATE NUMBER	SHARES
Aly Nazerali	#2113	1,112,910
	#2119	393,750
International Portfolio Management, Inc.	#2114	1,132,690
	#2120	259,375
Valor Invest Ltd.	#2115	360,000
	#2117	23,128,865
681315 B.C. Ltd.	#2123	2,590,292
John Baring	#2122	1,500,000
Raymond Wicki	#2116	625,000
TOTAL	(91.08%)	31,102,882

EXHIBIT B

AGREEMENT TO APPOINT REPRESENTATIVE FOR RECEIVING FUNDS FROM STOCK SALE

This Agreement is made and entered into as of May 9, 2024, by and between Altaf Nazerali, International Portfolio Management, Inc. and Valor Invest Ltd., Sir John Baring, Raymond Wicki and 681315 B.C. Ltd, hereinafter referred to as the "Principals," and Altaf Nazerali, hereinafter referred to as the "Representative."

WHEREAS, the Principals have sold certain shares of stock they owned in Arvana Inc (as detailed in Exhibit A to the Amendment) ("Shares") to Bondock LLC, and

WHEREAS, the Principals desire to appoint the Representative to receive funds on their behalf from the sale of said Shares,

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

1. Appointment Principals hereby appoint the Representative as their lawful agent to receive funds on their behalf from the sale of their respective interests in the Shares (as detailed in Exhibit C to the Amendment).
2. Representative's Acceptance Representative hereby accepts such appointment and agrees to act as the Principals' agent for receiving funds pursuant to the terms set forth in this Agreement.
3. Obligations of the Representative Representative agrees to (a) promptly deliver all funds received from the sale of the Shares to the Principals, and to (b) provide Principals a detailed account of all funds received and cleared no later than five (5) business days following the receipt of funds from Bondock LLC or its affiliates, in part or full satisfaction, of the Replacement Note.
4. Term This Agreement shall commence on the date first written above and shall continue in effect until the funds from the sale of the Shares are fully delivered to the Principals unless terminated earlier by any party as to their respective interest in the Shares upon two (2) business days written notice to the other parties.
5. Miscellaneous This Agreement (a) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, both written and oral, (b) any amendments or modifications of this Agreement must be in writing and signed by all parties hereto, and (c) this Agreement shall be governed by and construed in accordance with the laws of the state of Nevada.

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

PRINCIPALS:

Aly Nazerali

DocuSigned by:

A. Nazerali

0CF632D939C64B1...
Aly Nazerali

International Portfolio Management, Inc.

DocuSigned by:

A. Nazerali

0CF632D939C64B1...
By: Aly Nazerali

Its: Director

Valor Invest, Ltd.

DocuSigned by:

A. Nazerali

0CF632D939C64B1...
By: Aly Nazerali

Its: Director

681315 B.C. Ltd.

DocuSigned by:

Jaisun Garcha

C7C935FECB80350...
By: Jaisun Garcha

Its: Director

Sir John Baring

DocuSigned by:

Sir John Baring

A3E55688C4994F5...
Sir John Baring

Raymond Wicki

DocuSigned by:

R. Wicki

79B1130E10C447F...
Raymond Wicki

REPRESENTATIVE:

Altaf Nazerali

DocuSigned by:

A. Nazerali

0CF632D939C64B1...
Altaf Nazerali

EXHIBIT C

REPLACEMENT PROMISSORY NOTE

THE ISSUANCE AND SALE OF THE SECURITY REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE PLEDGED, SOLD, ASSIGNED OR TRANSFERRED UNLESS (A) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE SECURITIES ACT, AND ANY APPLICABLE STATE SECURITIES LAW REQUIREMENTS HAVE BEEN MET OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THIS SECURITY.

Principal Amount
US\$2,000,000

Issue Date
May 9, 2024

FOR VALUE RECEIVED, Bondock, LLC., a Nevada limited liability company (hereinafter called the "Maker"), hereby promises to pay to the order of Altaf Nazerali, International Portfolio Management, Inc., Valor Invest Ltd., 681315 B.C. Ltd., John Baring and Raymond Wicki (hereinafter collectively called the "Holders") the sum of TWO MILLION US DOLLARS (US\$2,000,000) ("Principal Amount") in two separate amounts, on or before November 9, 2024 ("First Maturity Date"), and May 9, 2025 ("Second Maturity Date"), and to pay interest ("Interest") on the unpaid Principal Amount at a rate of seven percent (7%) ("Interest Rate") per annum from the date hereof ("Issue Date"), when same becomes due and payable, whether at maturity or upon acceleration, prepayment or otherwise ("Note").

This Note may be prepaid in whole or in part. Any amount of principal or interest on this Note which is not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until the same is paid ("Default Interest"). Interest shall commence accruing on the date that the Note is issued and shall be computed based on a 365-day year and the actual number of days elapsed.

All payments due hereunder shall be made in lawful money of the United States of America and made at such address as each of the Holders do hereby and shall hereafter provide to the Maker by written notice in accordance with the provisions of this Note. When any amount expressed to be due by the terms of this Note is due on any day which is not a business day, the same shall instead be due on the next succeeding day which is a business day. As used in this Note, the term "business day" shall mean any day other than a Saturday, Sunday, or a day on which commercial banks in Las Vegas, Nevada are authorized, or required by law or executive order to remain closed.

This Note is appended as Exhibit C to the Amended and Restated Agreement for the Sale and Purchase of Common Stock dated as of May 9, 2024, ("Amendment") which agreement amends the Common Stock Purchase Agreement dated May 10, 2022 ("Agreement"), between Maker and the Holders, in connection with Maker's purchase of a controlling equity interest in Arvana Inc. from those Holders detailed in Schedule I hereto.

Each capitalized term used herein, and not otherwise defined, shall have the meaning ascribed thereto in the Amendment and the Agreement. This Note is free from all taxes, liens, claims and encumbrances with respect to the issue thereof.

Note – Exhibit C

The following terms shall apply to this Note:

1. PAYMENT TERMS DEFINED

1.01 First Maturity Date. On or before the First Maturity Date, Maker shall pay to Holders the sum of \$373,205.99, which sum is comprised of a payment against the Principal Amount of \$303,305.99 and a payment against Interest of \$70,000.00.

1.02 Second Maturity Date. On or before the Second Maturity Date, Maker shall pay the Holders the sum of \$1,756,119.02, which sum is comprised of a payment against the Principal Amount of \$1,696,794.01 and a payment against Interest of \$59,387.79.

2. EFFECT OF CERTAIN EVENTS

2.01 Effect of Merger, Consolidation, Etc. At the option of the Holders, the sale, conveyance or disposition of all or substantially all of the assets of the Maker, the effectuation by the Maker of a transaction or series of related transactions in which more than 50% of the voting power of the Maker is disposed of, or the consolidation, merger or other business combination of the Maker with or into any other Person (as defined below), or Persons when the Maker is not the survivor shall be deemed to be an Event of Default (as defined in Article 5) pursuant to which the Maker shall be required to pay to the Holders, on the consummation of and as a condition to any such transaction, the Principal Amount and accrued interest in satisfaction of this Note. "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

3. REPRESENTATIONS AND WARRANTIES

3.01 Organization; Existence; Good Standing; Compliance with Laws. Maker is a limited liability company formed in Nevada, validly existing and in good standing under the laws of its jurisdiction, and in compliance with laws applicable to Maker.

3.02 Authorization; Enforceability. Maker has the authority and has taken all necessary action to execute, deliver and perform this Note to consummate the transactions contemplated hereby. This Note has been duly executed and constitutes Maker's legal, valid, and binding obligation, enforceable in accordance with its terms.

3.03 No Conflicts. The execution and delivery of this Note, and Maker's performance of its obligations hereunder, do not and will not violate, breach, or conflict with or require consent pursuant to any existing law or regulation or any writ or decree of any court or governmental authority, any of Maker's constituent documents, or any agreement to which Maker or its assets are bound.

3.04 No Default. No Event of Default exists as of the Issue Date hereto.

3.05 Title to Assets; No Liens. Maker has good and, in the case of real property, marketable, title to, or a valid leasehold interest in or license to, all of its properties and assets, real and personal, tangible and intangible, of any nature whatsoever, free and clear of all liens, charges and claims.

3.06 No Litigation. Maker knows of no claim, action, suit, proceeding, or investigation pending, threatened against or affecting Maker with respect to this Note or that has had, or would reasonably be expected to have a material adverse effect on Maker's ability to perform its obligations under this Note.

4. COVENANTS

4.01 Access to Records; Reporting. Maker, on notice, shall allow Holders or their designees reasonable access during normal business hours, or without notice if an Event of Default exists or is continuing, for the purpose of inspecting, verifying, and auditing the books and records of Maker, and shall furnish to Holders copies of books, records or extracts as Holders may reasonably request.

4.02 Limitation on Transactions with Affiliates. Maker shall not directly or indirectly enter into any transaction for the purchase, lease, sale or exchange of property, the rendering of any service, or the payment of management, advisory or similar fees to any affiliate, except in the ordinary course of business upon fair and reasonable terms no more favorable than those extended in a comparable arm's length transaction with an unaffiliated person or business.

4.03 Limitation on Transfer of Assets. Maker shall not transfer its assets other than in the ordinary course of business.

5. EVENTS OF DEFAULT

Should any of the following Events of Default (each, an "Event of Default") occur:

5.01 Failure to Pay Principal and Interest. The Maker fails to pay the Principal Amount and Interest on the Note hereof when due, whether at maturity, upon acceleration or otherwise.

5.02 Breach of Covenants. The Maker breaches any material covenant, material term, or condition contained in this Note and any collateral documents including but not limited to the Agreement and the Amendment, and such breach continues for a period of ten (10) days after written notice thereof is delivered to Maker from the Holders.

5.03 Breach of Representations and Warranties. Any representation or warranty of the Maker made herein or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith (including, without limitation, the Agreement and the Amendment), shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holders with respect to this Note, the Amendment or the Agreement.

5.04 Receiver or Trustee. The Maker or any subsidiary of the Maker shall make an assignment for the benefit of creditors or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

5.05 Judgments. Any money judgment, writ or similar process shall be entered or filed against the Maker or any subsidiary of the Maker or any of its property or other assets for more than \$250,000 that remains unvacated, unbonded or unstayed for a period of twenty (20) days, unless otherwise waived by the Holders, which waiver will not be unreasonably withheld.

5.06 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any other law for the relief of debtors shall be instituted by or against the Maker or any subsidiary of the Maker.

5.07 Liquidation. Any dissolution, liquidation, or winding up of Maker or any substantial portion of its business.

5.08 Cessation of Operations. Any cessation of operations by Maker or Maker admits it is otherwise generally unable to pay its debts as such debts become due, though any disclosure of the Maker's ability to continue as a "going concern" shall not be an admission that Maker cannot pay its debts as they become due.

5.09 Maintenance of Assets. The failure by Maker to maintain any material intellectual property rights, personal, real property or other assets which are necessary to conduct its business (whether now or in the future).

Upon the occurrence and during the continuation of an Event of Default specified in this Article 5 or Article 2, the Note shall become immediately due and payable and the Maker shall pay to the Holders, an amount equal to the Default Amount (as defined below) effective on the delivery of written notice to the Maker by the Holders (the "Default Notice"), in full satisfaction of its obligations hereunder, an amount equal to 125% times the Principal Amount of this Note (the "Default Amount") which shall immediately become due and payable, together with all costs, including, without limitation, legal fees and expenses, of collection, and the Holders shall also be entitled to exercise all other rights and remedies available at law or in equity.

6. MISCELLANEOUS

6.01 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holders in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power, or privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

6.02 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery addressed, as set forth below, or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery at the address designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur or (c) on the third business day if deposited in the mail, registered or certified, return receipt requested, postage prepaid. The addresses for such communications shall be:

If to the Maker, to:

Bondock, LLC.
1057 Whitney Ranch Drive, Suite 350
Henderson, Nevada, United States of America 89014
Email: pintoventures@yahoo.com
Attn: Brian Lovig

If to the Holders:

Aly Nazerali
3001-788 Richards Street
Vancouver, British Columbia, Canada V6B 0C7
Email: aly.nazerali@ipm.bc.ca

International Portfolio Management, Inc.
3001-788 Richards Street
Vancouver, British Columbia, Canada V6B 0C7
Email: aly.nazerali@ipm.bc.ca

Valor Invest Ltd.
Hunkins Waterfront Plaza, Suite 556 Main Street
Charlestown, St. Kitts and Nevis
Attn: Aly Nazerali
Email: aly.nazerali@ipm.bc.ca

681315 B.C. Ltd.
14873 80b Avenue
Surrey, British Columbia, Canada V3S 7H4
Attn: Jaisun Garcha
Email: jaisungarcha@gmail.com

Sir John Baring
500 Cathedral Drive, #2814
Aptos, California, United States of America 95001
Email: jfb@usbaring.com

Raymond Wicki
79 Shosshaldenstrasse
3006 Bern, Switzerland
Email: raywicki@bluewin.ch

6.03 Amendments. This Note and any provision hereof may only be amended by an instrument in writing signed by the Maker and the Holders. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended, or supplemented.

6.04 Assignability. Maker may not assign or transfer any of the obligations evidenced by this Note without the prior written consent of Holders. Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

6.05 Cost of Collection. Should Maker default on payment of this Note, Maker shall pay the Holders hereof costs of collection, including reasonable attorneys' fees.

6.06 Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Note shall be brought only in the state courts of Nevada or in the federal courts located in Clark County. The parties to this Note hereby irrevocably waive any objection to the jurisdiction and venue for any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum *non conveniens*. The Maker and Holders waive trial by jury. The prevailing Party or Parties shall be entitled to recover from the other Party or Parties their reasonable attorney's fees and costs. Should any provision of this Note, the Amendment or the Agreement delivered in connection herewith be declared invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Note, the Amendment, or the Agreement. All Parties hereby irrevocably waive personal service of process and consent to process being served in any suit, action or proceeding in connection with this Note by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices pursuant to this Note and agree that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

6.07 Certain Amounts. Whenever pursuant to this Note the Maker is required to pay an amount in excess of the outstanding Principal Amount and accrued Interest, the Maker and the Holders agree that the actual damages to the Holders from the receipt of a cash payment on this Note may be difficult to determine and the amount to be so paid by the Maker represents stipulated damages and not a penalty and is intended to compensate the Holders in part for loss of opportunity. The Maker and the Holders hereby agree that such amount of stipulated damages is not plainly disproportionate to the possible loss to the Holders.

6.08 Amendment/Agreement. By its acceptance of this Note, each Party hereto agrees to be bound by the applicable terms of the Amendment and the Agreement.

6.09 Remedies. The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holders, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Maker acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by the Maker of the provisions of this Note, that the Holders shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, Maker has caused this Note to be signed in its name by its duly authorized officer this May 9, 2024.

Bondock, LLC.

DocuSigned by:

Brian Lovig

34BE360A5AC2424...

By/Per: Brian Lovig

Its: President

Schedule I

Schedule to Amendment

First Maturity November 9, 2024

Payee	Principal	Interest	Total	Distribution
6831315 BC Ltd.	\$166,562.01	\$5,829.67	\$172,391.68	\$31,080.59
John Baring	\$96,454.43	\$3,375.91	\$99,830.34	\$17,999.72
Raymond Wicki	\$40,189.55	\$1,406.63	\$41,596.18	\$7,497.71
Nazerali Group	\$0.00	\$59,387.79	\$59,387.79	\$316,627.97
Amount Due	\$303,205.99	\$70,000.00	\$373,205.99	\$373,205.99

Second Maturity May 9, 2025

Payee	Principal	Interest	Total	Distribution
6831315 BC Ltd	\$141,311.09	\$4,945.89	\$146,256.98	\$146,256.98
John Baring	\$81,830.62	\$2,864.07	\$84,632.59	\$84,632.59
Raymond Wicki	\$34,098.47	\$1,193.45	\$35,291.92	\$35,291.92
Nazerali Group	\$1,439,553.83	\$50,384.38	\$1,489,937.53	\$1,489,937.53
Amount Due May 9, 2025	\$1,696,794.01	\$59,387.79	\$1,756,119.02	\$1,756,119.02

EXHIBIT 6

EXHIBIT 6



THE JIMMERSON LAW FIRM
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

James J. Jimmerson, Esq.*
James M. Jimmerson, Esq.†
Patricia M. Erickson, Esq.

*ALSO ADMITTED IN CALIFORNIA
†ALSO ADMITTED IN NEW YORK

November 20, 2024

VIA HAND DELIVERY AND CERTIFIED MAIL

Bondock, LLC
1057 Whitney Ranch Drive, Suite 350
Henderson, Nevada 89014
Attn: Brian Lovig

Re: Demand for Payment of May 9, 2024 Promissory Note

Dear Mr. Lovig:

This Firm has been retained by Altaf Nazerali, International Portfolio Management, Inc., Valor Invest Ltd., 681315 B.C. Ltd., John Baring and Raymond Wicki (hereinafter collectively called the "Holders") with regard to the May 9, 2024 Promissory Note (the "Note"), a copy of which is enclosed with this letter.

Pursuant to Articles 1.01 and 1.02 of the Note, Bondock, LLC ("Bondock" or the "Maker") was obligated to pay the sum of \$373,205.99 on or before November 9, 2024 and the sum of \$1,756,119.02 on or before May 9, 2025:

1.01 First Maturity Date. On or before the First Maturity Date, Maker shall pay to Holders the sum of \$373,205.99, which sum is comprised of a payment against the Principal Amount of \$303,305.99 and a payment against Interest of \$70,000.00.

1.02 Second Maturity Date. On or before the Second Maturity Date, Maker shall pay the Holders the sum of \$1,756,119.02, which sum is comprised of a payment against the Principal Amount of \$1,696,794.01 and a payment against Interest of \$59,387.79.

Note at Articles 1.01 & 1.02.

Pursuant to the Note, the original interest rate of 7% becomes 12% when the Maker fails to pay any amount of principal or interest when due:

Brian Lovig
Bondock, LLC
Re: Demand for Payment of May 9, 2024 Promissory Note
November 20, 2024
Page 2

This Note may be prepaid in whole or in part. Any amount of principal or interest on this Note which is not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until the same is paid ("Default Interest"). Interest shall commence accruing on the date that the Note is issued and shall be computed based on a 365-day year and the actual number of days elapsed.

Note at 1, ¶ 3.

Pursuant to Article 5.01 of the Note, a failure to pay constitutes an "Event of Default":

5.01 Failure to Pay Principal and Interest. The Maker fails to pay the Principal Amount and Interest on the Note hereof when due, whether at maturity, upon acceleration or otherwise.

Note at Article 5.01.

Pursuant to Article 5 of the Note, upon an Event of Default, Bondock is obligated to pay 125% of the Principal Amount of \$2,000,000.00 – *i.e.* \$2,500,000.00:

Upon the occurrence and during the continuation of an Event of Default specified in this Article 5 or Article 2, the Note shall become immediately due and payable and the Maker shall pay to the Holders, an amount equal to the Default Amount (as defined below) effective on the delivery of written notice to the Maker by the Holders (the "Default Notice"), in full satisfaction of its obligations hereunder, an amount equal to 125% times the Principal Amount of this Note (the "Default Amount") which shall immediately become due and payable, together with all costs, including, without limitation, legal fees and expenses, of collection, and the Holders shall also be entitled to exercise all other rights and remedies available at law or in equity.

Note at Article 5.

Further, pursuant to Article 4.01 of the Note, upon an Event of Default, Bondock is obligated to allow Holders or their designees with immediate access to its books and records:

4.01 Access to Records; Reporting. Maker, on notice, shall allow Holders or their designees reasonable access during normal business hours, or

Brian Lovig
Bondock, LLC
Re: Demand for Payment of May 9, 2024 Promissory Note
November 20, 2024
Page 3

without notice if an Event of Default exists or is continuing, for the purpose of inspecting, verifying, and auditing the books and records of Maker, and shall furnish to Holders copies of books, records or extracts as Holders may reasonably request.

Note at Article 4.1.

While the Note stated that \$373,205.99 must be paid on or before November 9, 2024, it is my understanding that, on November 13, 2024, Mr. Nazerali verbally agreed that Bondock could have until close of business on November 18, 2024 to pay that amount without penalty. However, as you know, Bondock has made no payment to the Holders.

Thus, pursuant to the terms of the Note, an Event of Default has now occurred. As a result, the Holders, as of 5:00 p.m. Monday, November 18, 2024, have the legal right to collect, and hereby demand payment of, the full amount of \$2,500,000.00, with 12% annual Default Interest continuing to accrue daily until the full amount is paid.

Please be advised that the Holders will seek to collect this amount by any lawful means. The Holders will agree to stay their collection efforts for a period of ten (10) business days from today – until November 30, 2024 – to allow you an opportunity to satisfy your obligations under the Note. All collection efforts will cease upon full payment of all monies owed, including interest. Should you not satisfy in full the Note within that time period, the Holders' collection efforts will continue, and those costs (including attorneys' fees and related legal costs) and interest will be added to the amount owed pursuant to the Note.

We also caution and place Bondock on notice to avoid taking any action or inaction designed to avoid payment of this debt, including but not limited to improper conveyances of its assets and/or stock.

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Brian Lovig
Bondock, LLC
Re: Demand for Payment of May 9, 2024 Promissory Note
November 20, 2024
Page 4

Finally, the Holders hereby demand that, pursuant to the terms of the Note, you provide its designees, Michael Aloian, C.P.A. and A. Andrew Pastor, with immediate access to Bondock's financial books and records. Pursuant to the terms of the Note, they are delivering this Letter and are ready to begin inspection of Bondock's financial books and records immediately. Alternatively, pursuant to the terms of the Note, you may provide them with true and correct copies of Bondock's financial books and records, if that would be your choice. If you choose the latter, please provide the same, no later than November 22, 2024 at 10:00 a.m. to:

A. Andrew Pastor
The Jimmerson Law Firm
415 South 6th Street
Suite 100
Las Vegas, NV 89109

Nothing in this demand letter is intended to, or does, in any manner waive, limit, impair, or restrict the ability of the Holders to protect and preserve its rights, remedies and interests, including without limitation, its claims against Bondock or any other party, and the Holders expressly reserve all rights thereto.

Should you have any questions or wish to discuss this further, please feel free to contact me at 702.388.7171.

Sincerely,

THE JIMMERSON LAW FIRM, P.C.

/s/ James J. Jimmerson, Esq.
James J. Jimmerson, Esq.

JJJ/aap
~~encl.~~ As stated

EXHIBIT C

REPLACEMENT PROMISSORY NOTE

THE ISSUANCE AND SALE OF THE SECURITY REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE PLEDGED, SOLD, ASSIGNED OR TRANSFERRED UNLESS (A) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE SECURITIES ACT, AND ANY APPLICABLE STATE SECURITIES LAW REQUIREMENTS HAVE BEEN MET OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THIS SECURITY.

Principal Amount
US\$2,000,000

Issue Date
May 9, 2024

FOR VALUE RECEIVED, Bondock, LLC., a Nevada limited liability company (hereinafter called the "Maker"), hereby promises to pay to the order of Altaf Nazerali, International Portfolio Management, Inc., Valor Invest Ltd., 681315 B.C. Ltd., John Baring and Raymond Wicki (hereinafter collectively called the "Holders") the sum of TWO MILLION US DOLLARS (US\$2,000,000) ("Principal Amount") in two separate amounts, on or before November 9, 2024 ("First Maturity Date"), and May 9, 2025 ("Second Maturity Date"), and to pay interest ("Interest") on the unpaid Principal Amount at a rate of seven percent (7%) ("Interest Rate") per annum from the date hereof ("Issue Date"), when same becomes due and payable, whether at maturity or upon acceleration, prepayment or otherwise ("Note").

This Note may be prepaid in whole or in part. Any amount of principal or interest on this Note which is not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until the same is paid ("Default Interest"). Interest shall commence accruing on the date that the Note is issued and shall be computed based on a 365-day year and the actual number of days elapsed.

All payments due hereunder shall be made in lawful money of the United States of America and made at such address as each of the Holders do hereby and shall hereafter provide to the Maker by written notice in accordance with the provisions of this Note. When any amount expressed to be due by the terms of this Note is due on any day which is not a business day, the same shall instead be due on the next succeeding day which is a business day. As used in this Note, the term "business day" shall mean any day other than a Saturday, Sunday, or a day on which commercial banks in Las Vegas, Nevada are authorized, or required by law or executive order to remain closed.

This Note is appended as Exhibit C to the Amended and Restated Agreement for the Sale and Purchase of Common Stock dated as of May 9, 2024, ("Amendment") which agreement amends the Common Stock Purchase Agreement dated May 10, 2022 ("Agreement"), between Maker and the Holders, in connection with Maker's purchase of a controlling equity interest in Arvana Inc. from those Holders detailed in Schedule I hereto.

Each capitalized term used herein, and not otherwise defined, shall have the meaning ascribed thereto in the Amendment and the Agreement. This Note is free from all taxes, liens, claims and encumbrances with respect to the issue thereof.

The following terms shall apply to this Note:

1. PAYMENT TERMS DEFINED

1.01 First Maturity Date. On or before the First Maturity Date, Maker shall pay to Holders the sum of \$373,205.99, which sum is comprised of a payment against the Principal Amount of \$303,305.99 and a payment against Interest of \$70,000.00.

1.02 Second Maturity Date. On or before the Second Maturity Date, Maker shall pay the Holders the sum of \$1,756,119.02, which sum is comprised of a payment against the Principal Amount of \$1,696,794.01 and a payment against Interest of \$59,387.79.

2. EFFECT OF CERTAIN EVENTS

2.01 Effect of Merger, Consolidation, Etc. At the option of the Holders, the sale, conveyance or disposition of all or substantially all of the assets of the Maker, the effectuation by the Maker of a transaction or series of related transactions in which more than 50% of the voting power of the Maker is disposed of, or the consolidation, merger or other business combination of the Maker with or into any other Person (as defined below), or Persons when the Maker is not the survivor shall be deemed to be an Event of Default (as defined in Article 5) pursuant to which the Maker shall be required to pay to the Holders, on the consummation of and as a condition to any such transaction, the Principal Amount and accrued interest in satisfaction of this Note. "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

3. REPRESENTATIONS AND WARRANTIES

3.01 Organization; Existence; Good Standing; Compliance with Laws. Maker is a limited liability company formed in Nevada, validly existing and in good standing under the laws of its jurisdiction, and in compliance with laws applicable to Maker.

3.02 Authorization; Enforceability. Maker has the authority and has taken all necessary action to execute, deliver and perform this Note to consummate the transactions contemplated hereby. This Note has been duly executed and constitutes Maker's legal, valid, and binding obligation, enforceable in accordance with its terms.

3.03 No Conflicts. The execution and delivery of this Note, and Maker's performance of its obligations hereunder, do not and will not violate, breach, or conflict with or require consent pursuant to any existing law or regulation or any writ or decree of any court or governmental authority, any of Maker's constituent documents, or any agreement to which Maker or its assets are bound.

3.04 No Default. No Event of Default exists as of the Issue Date hereto.

3.05 Title to Assets; No Liens. Maker has good and, in the case of real property, marketable, title to, or a valid leasehold interest in or license to, all of its properties and assets, real and personal, tangible and intangible, of any nature whatsoever, free and clear of all liens, charges and claims.

3.06 No Litigation. Maker knows of no claim, action, suit, proceeding, or investigation pending, threatened against or affecting Maker with respect to this Note or that has had, or would reasonably be expected to have a material adverse effect on Maker's ability to perform its obligations under this Note.

4. COVENANTS

4.01 Access to Records; Reporting. Maker, on notice, shall allow Holders or their designees reasonable access during normal business hours, or without notice if an Event of Default exists or is continuing, for the purpose of inspecting, verifying, and auditing the books and records of Maker, and shall furnish to Holders copies of books, records or extracts as Holders may reasonably request.

4.02 Limitation on Transactions with Affiliates. Maker shall not directly or indirectly enter into any transaction for the purchase, lease, sale or exchange of property, the rendering of any service, or the payment of management, advisory or similar fees to any affiliate, except in the ordinary course of business upon fair and reasonable terms no more favorable than those extended in a comparable arm's length transaction with an unaffiliated person or business.

4.03 Limitation on Transfer of Assets. Maker shall not transfer its assets other than in the ordinary course of business.

5. EVENTS OF DEFAULT

Should any of the following Events of Default (each, an "Event of Default") occur:

5.01 Failure to Pay Principal and Interest. The Maker fails to pay the Principal Amount and Interest on the Note hereof when due, whether at maturity, upon acceleration or otherwise.

5.02 Breach of Covenants. The Maker breaches any material covenant, material term, or condition contained in this Note and any collateral documents including but not limited to the Agreement and the Amendment, and such breach continues for a period of ten (10) days after written notice thereof is delivered to Maker from the Holders.

5.03 Breach of Representations and Warranties. Any representation or warranty of the Maker made herein or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith (including, without limitation, the Agreement and the Amendment), shall be false or misleading in any material respect when made and the breach of which has (or with the passage of time will have) a material adverse effect on the rights of the Holders with respect to this Note, the Amendment or the Agreement.

5.04 Receiver or Trustee. The Maker or any subsidiary of the Maker shall make an assignment for the benefit of creditors or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

5.05 Judgments. Any money judgment, writ or similar process shall be entered or filed against the Maker or any subsidiary of the Maker or any of its property or other assets for more than \$250,000 that remains unvacated, unbonded or unstayed for a period of twenty (20) days, unless otherwise waived by the Holders, which waiver will not be unreasonably withheld.

5.06 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any other law for the relief of debtors shall be instituted by or against the Maker or any subsidiary of the Maker.

5.07 Liquidation. Any dissolution, liquidation, or winding up of Maker or any substantial portion of its business.

5.08 Cessation of Operations. Any cessation of operations by Maker or Maker admits it is otherwise generally unable to pay its debts as such debts become due, though any disclosure of the Maker's ability to continue as a "going concern" shall not be an admission that Maker cannot pay its debts as they become due.

5.09 Maintenance of Assets. The failure by Maker to maintain any material intellectual property rights, personal, real property or other assets which are necessary to conduct its business (whether now or in the future).

Upon the occurrence and during the continuation of an Event of Default specified in this Article 5 or Article 2, the Note shall become immediately due and payable and the Maker shall pay to the Holders, an amount equal to the Default Amount (as defined below) effective on the delivery of written notice to the Maker by the Holders (the "Default Notice"), in full satisfaction of its obligations hereunder, an amount equal to 125% times the Principal Amount of this Note (the "Default Amount") which shall immediately become due and payable, together with all costs, including, without limitation, legal fees and expenses, of collection, and the Holders shall also be entitled to exercise all other rights and remedies available at law or in equity.

6. MISCELLANEOUS

6.01 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holders in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power, or privileges. All rights and remedies existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

6.02 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery addressed, as set forth below, or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery at the address designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur or (c) on the third business day if deposited in the mail, registered or certified, return receipt requested, postage prepaid. The addresses for such communications shall be:

If to the Maker, to:

Bondock, LLC.
1057 Whitney Ranch Drive, Suite 350
Henderson, Nevada, United States of America 89014
Email: pintoventures@yahoo.com
Attn: Brian Lovig

If to the Holders:

Aly Nazerali
3001-788 Richards Street
Vancouver, British Columbia, Canada V6B 0C7
Email: aly.nazerali@ipm.bc.ca

International Portfolio Management, Inc.
3001-788 Richards Street
Vancouver, British Columbia, Canada V6B 0C7
Email: aly.nazerali@ipm.bc.ca

Valor Invest Ltd.
Hunkins Waterfront Plaza, Suite 556 Main Street
Charlestown, St. Kitts and Nevis
Attn: Aly Nazerali
Email: aly.nazerali@ipm.bc.ca

681315 B.C. Ltd.
14873 80b Avenue
Surrey, British Columbia, Canada V3S 7H4
Attn: Jaisun Garcha
Email: jaisungarcha@gmail.com

Sir John Baring
500 Cathedral Drive, #2814
Aptos, California, United States of America 95001
Email: jfb@usbaring.com

Raymond Wicki
79 Shosshaldenstrasse
3006 Bern, Switzerland
Email: raywicki@bluewin.ch

6.03 Amendments. This Note and any provision hereof may only be amended by an instrument in writing signed by the Maker and the Holders. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended, or supplemented.

6.04 Assignability. Maker may not assign or transfer any of the obligations evidenced by this Note without the prior written consent of Holders. Notwithstanding anything in this Note to the contrary, this Note may be pledged as collateral in connection with a bona fide margin account or other lending arrangement.

6.05 Cost of Collection. Should Maker default on payment of this Note, Maker shall pay the Holders hereof costs of collection, including reasonable attorneys' fees.

6.06 Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Nevada without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by this Note shall be brought only in the state courts of Nevada or in the federal courts located in Clark County. The parties to this Note hereby irrevocably waive any objection to the jurisdiction and venue for any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum *non conveniens*. The Maker and Holders waive trial by jury. The prevailing Party or Parties shall be entitled to recover from the other Party or Parties their reasonable attorney's fees and costs. Should any provision of this Note, the Amendment or the Agreement delivered in connection herewith be declared invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Note, the Amendment, or the Agreement. All Parties hereby irrevocably waive personal service of process and consent to process being served in any suit, action or proceeding in connection with this Note by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices pursuant to this Note and agree that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

6.07 Certain Amounts. Whenever pursuant to this Note the Maker is required to pay an amount in excess of the outstanding Principal Amount and accrued Interest, the Maker and the Holders agree that the actual damages to the Holders from the receipt of a cash payment on this Note may be difficult to determine and the amount to be so paid by the Maker represents stipulated damages and not a penalty and is intended to compensate the Holders in part for loss of opportunity. The Maker and the Holders hereby agree that such amount of stipulated damages is not plainly disproportionate to the possible loss to the Holders.

6.08 Amendment/Agreement. By its acceptance of this Note, each Party hereto agrees to be bound by the applicable terms of the Amendment and the Agreement.

6.09 Remedies. The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holders, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Maker acknowledges that the remedy at law for a breach of its obligations under this Note will be inadequate and agrees, in the event of a breach or threatened breach by the Maker of the provisions of this Note, that the Holders shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of this Note and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

IN WITNESS WHEREOF, Maker has caused this Note to be signed in its name by its duly authorized officer this May 9, 2024.

Bondock, LLC.

DocuSigned by:

Brian Lovig

340E260A5AC2424...

By/Per: Brian Lovig

Its: President

Schedule I

Schedule to Amendment

First Maturity November 9, 2024

Payee	Principal	Interest	Total	Distribution
6831315 BC Ltd.	\$166,562.01	\$5,829.67	\$172,391.68	\$31,080.59
John Baring	\$96,454.43	\$3,375.91	\$99,830.34	\$17,999.72
Raymond Wicki	\$40,189.55	\$1,406.63	\$41,596.18	\$7,497.71
Nazerali Group	\$0.00	\$59,387.79	\$59,387.79	\$316,627.97
Amount Due	\$303,205.99	\$70,000.00	\$373,205.99	\$373,205.99

Second Maturity May 9, 2025

Payee	Principal	Interest	Total	Distribution
6831315 BC Ltd	\$141,311.09	\$4,945.89	\$146,256.98	\$146,256.98
John Baring	\$81,830.62	\$2,864.07	\$84,632.59	\$84,632.59
Raymond Wicki	\$34,098.47	\$1,193.45	\$35,291.92	\$35,291.92
Nazerali Group	\$1,439,553.83	\$50,384.38	\$1,489,937.53	\$1,489,937.53
Amount Due May 9, 2025	\$1,696,794.01	\$59,387.79	\$1,756,119.02	\$1,756,119.02

EXHIBIT 7

EXHIBIT 7



[. \(https://bondock.com\)](https://bondock.com)

Bondock NEWS RELEASE Las Vegas, Nevada, April 2, 2020

Bondock invests in precious metal sector

Bondock, LLC initiated an open buy order for gold and silver bars March 1, 2020 and the \$500,000 USD order has been filled.

"This investment is the last of 4 increments and concludes a 2 year investment plan of gold and silver. The exit plan is to hold for 3 years and then to liquidate all of the investment within a 14 day period. Gold and silver has a big potential upside, we will see" says Brian Lovig, founder and chairman, Bondock Ltd.

Bondock Ltd. (Canada) and Bondock, LLC (US) are capital market investors engaged in the trade and holdings of financial securities like debentures, stocks and bonds. Bondock has no debt and holdings include more than 20 million shares of junior and blue chip companies plus other investments in its portfolio.

<https://www.addtoany.com/share?url=https%3A%2F%2Fbondock.com%2Fnews-release%2Fbondock%20NEWS%20RELEASE%20Las%20Vegas%2C%20Nevada%2C%20April%202020%2F&title=Bondock%20NEWS%20RELEASE%20Las%20Vegas%2C%20Nevada%2C%20April%202020%2F&type=Bondock>
[. \(/#facebook\)](#) [. \(/#twitter\)](#) [. \(/#linkedin\)](#) [. \(/#email\)](#)

<https://bondock.com>



Bondock NEWS RELEASE Las Vegas, Nevada, July 5, 2020

Capital markets company invests in copper

Bondock Ltd. "Bondock" has acquired \$150,000 of copper bullion. Bondock has taken physical delivery of the bullion and it is stored in a vault which is owned by Bondock and is located in Las Vegas, Nevada. In addition Bondock has invested \$250,000 for copper in the commodities market and private placements in junior capital market companies.

Bondock has several investments in the precious metal sector. The 4 primary precious metals are gold, silver, platinum and palladium. Copper is considered a base metal in the commodities market and is often referred to as a semi precious metal. Copper was discovered 19,000 years ago and was used by prehistoric man to make tools. Copper is widely used in leading industries for transportation, electrical and automotive.

"Copper has more than doubled in price since we started buying it several years ago and the demand for copper continues to be strong" says Brian Lovig, founder and chairman, Bondock Ltd.

Bondock Ltd. (Canada) and Bondock, LLC (US) are capital market investors engaged in the trade and holdings of financial securities like debentures, stocks and bonds. Bondock has no debt and holdings include more than 20 million shares of junior and blue chip companies plus other investments in its portfolio.

Additional information: www.bondock.com (<https://bondock.com/>) admin@bondock.com (<mailto:admin@bondock.com>)

(<https://www.addtoany.com/share?url=https%3A%2F%2Fbondock.com%2Fnews-release%2Fbondock-vegas-nevada-july-5-2020%2F&title=Bondock%20NEWS%20RELEASE%20Las%20Vegas%2C%20Nevada%2C%20July%202020>)
([/#facebook](#)) ([/#twitter](#)) ([/#linkedin](#)) ([/#email](#))

[.\(https://bondock.com\)](https://bondock.com)

Bondock NEWS RELEASE Las Vegas NV, May 7, 2021

Bondock invests in cryptocurrency sector

Bondock, LLC has created a platform for multiple accounts in a portfolio of digital securities including litecoin, ethereum, ripple and bitcoin cash. Bondock has several million dollars of tokens and USDT in various accounts in the Asia Pacific, managed by an in-office portfolio manager.

"The journey to the token world initially was overwhelming. The complexity of multiple accounts, onboarding and new wordage and ideas almost turned us away but we learned and now are officially part of the new and improved business world. Cryptocurrency has a huge potential upside" says Brian Lovig, founder and chairman, Bondock Ltd.

Bondock Ltd. (Canada) and Bondock, LLC (US) are capital market investors engaged in the trade and holdings of financial securities like debentures, stocks, bonds and cryptocurrency. Bondock has no debt and holdings include more than 20 million shares of junior and blue chip companies plus other investments in its portfolio.

[.\(https://www.addtoany.com/share?url=https%3A%2F%2Fbondock.com%2Fnews-release%2Fnew-vegas-nv-may-7-2021%2F&title=Bondock%20NEWS%20RELEASE%20Las%20Vegas%20NV%2C%20May%207%2C%20Bondock\)](https://www.addtoany.com/share?url=https%3A%2F%2Fbondock.com%2Fnews-release%2Fnew-vegas-nv-may-7-2021%2F&title=Bondock%20NEWS%20RELEASE%20Las%20Vegas%20NV%2C%20May%207%2C%20Bondock)
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EXHIBIT 8

EXHIBIT 8

NEWS RELEASE



ARVANA INC. - Las Vegas, Nevada, December 6, 2024

ARVANA ACQUIRES PINTOCITY INC.

Las Vegas, NV December 6, 2024, Arvana Inc. (OTC: AVNI) is pleased to announce that it has entered into a Memorandum of Understanding to purchase 100% of the issued and outstanding shares of PintoCity Inc., a Nevada corporation.

PintoCity is a private company in the specialty real estate business. PintoCity's business model is to acquire and manage vacant shopping centers and big box stores throughout the United States. Properties are to be repurposed to entertainment and themed centers with a revenue generating strategy in place.

The purchase price is to be based on future performance only with full repayment to the principals of PintoCity for funds advanced.

About Arvana Inc.

Arvana (OTC: AVNI) is a public company registered under the Securities & Exchange Act of 1934, as amended, that is quoted on the OTC Pink Sheets Current Information Alternative Reporting platform. www.OTCmarkets.com

Additional Information:

Arvana Contact

James Kim, Chief Executive Officer
Phone: +1 702 899 1072
Email: james@arvana.us
Website: <https://arvana.us>

PintoCity Contact

Brian Lovig, Chief Executive Officer
Phone: +1 725 291 8055
Email: brian@pintocity.com
Website: <https://pintocity.com>

Forward-Looking Statements

Several statements contained in this press release are forward-looking statements of future expectations based on currently available information that are subject to risks and uncertainties including general economic conditions, changes in capital markets, regulator legislation, and other circumstances that may cause actual results to be materially different from those expectations Arvana does not make any representation or warranty, express or implied, as to the accuracy, completeness, or status of such statements so it will not be liable for any decision made or action taken in conjunction with the information and/or statements contained in this press release. Arvana encourages the public to read the information provided in conjunction with its recent filings on Form 8-K, Form 10-Q and Form 10-K, which may be viewed at www.sec.gov.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 10, 2024

ARVANA INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation)

000-30695

(Commission
File Number)

87-0618509

(IRS Employer Identification No.)

299 South Main Street, 13th Floor, Salt Lake City, Utah 84111
(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code: (801) 232-7395

N/A

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
n/a	n/a	n/a

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.45 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check number if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Memorandum of understanding

This memorandum of understanding "MoU" expresses a convergence of will between the parties, indicating an intended common line of action. This MoU is not a legally enforceable agreement and provides the elements for a final agreement to be prepared and executed after due diligence and approval between the parties.

The parties are:

Arvana Inc. "Arvana"

PintoCity Inc. "PintoCity"

Brian Lovig "BL"

Whereas BL is to transfer ownership of PintoCity to Arvana for \$1.00 USD. BL continues to be the sole director of PintoCity. Transaction to close on or before January 15, 2025 and can be extended to January 31, 2025 if required by either party. BL shareholders loans to PintoCity are to receive market interest and to be repaid at some point in the future. Information for all parties to be delivered to the attorney selected by Arvana to prepare final and complete documentation.

About Arvana

Arvana is a public company trading in the OTC

About PintoCity

PintoCity is a private company looking to be in the specialty real estate business to acquire and repurpose dark big box stores

About BL

Is the owner of all shares of PintoCity

Agreed to this 9 day of December 2024

Arvana Inc

Agreed to this 9 day of December 2024

PintoCity Inc.

Agreed to this 9 day of December 2024

Brian Lovig

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Arvana, Inc.

Date

By: /s/ James Kim

December 10, 2024

Name: James Kim, CEO

Phone: 702-889-1072

Email: info@arvana.us

Website: <https://arvana.us>

Title: Chief Executive Officer

EXHIBIT 9

EXHIBIT 9

[News](#)[Accesswire](#)

Arvana Announces AI for Shopping Centers

Arvana Announces AI for Shopping Centers



Provided by Accesswire • Dec 20, 2024 5:40am

LAS VEGAS, NV / ACCESSWIRE / December 20, 2024 / Arvana Inc. (OTC PINK:AVNI) announces that PintoCity Centers will use AI for optimum mall space planning.

The integration of AI in the office property management industry is revolutionizing how office spaces are sized, managed, secured, and optimized for tenant comfort.

Commercial real estate requires a unique set of design and planning solutions. Understanding how and when different areas are utilized can inform better decisions about space planning and amenity provisioning to create designs that are tailored to the specific needs of a tenant. One of the most promising applications of AI technology in real estate is for generating floor plans. Floor plan generators can use data on a specific building's size, shape, and usage to create custom floor plans that meet specific requirements.

AI also makes a substantial impact through predictive maintenance, where algorithms analyze data from building systems to anticipate and address potential failures before they occur. This not only prevents downtime but also extends the lifespan of critical infrastructure, reducing operational costs. Furthermore, AI-driven energy management systems adjust heating, cooling, and lighting in real time, based on occupancy and environmental conditions, leading to substantial energy savings and a reduced carbon footprint. AI also plays a crucial role in personalizing tenant experiences.

"Our typical building size is more than 200,000 square feet. That's a lot of floor plans for a lot of potential tenants. AI makes it easier, better and faster to get to revenue" says Brian Lovig, PintoCity Interim CEO.

About PintoCity Inc.

PintoCity is in the specialty real estate business. PintoCity's business model is to acquire and manage dark shopping centers and big box stores throughout the United States. Properties are to be repurposed to entertainment and themed centers with a revenue generating strategy in place. With the empowerment of being a subsidiary of

About Arvana Inc.

Arvana (OTC:AVNI) is a public company registered under the Securities & Exchange Act of 1934, as amended, that is quoted on the OTC Pink Sheets Current Information Alternative Reporting platform. www.OTCmarkets.com.

Additional Information:

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PintoCity Contact:

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Website: <https://pintocity.com>

Forward-Looking Statements

Several statements contained in this press release are forward-looking statements of future expectations based on currently available information that are subject to risks and uncertainties including general economic conditions, changes in capital markets, regulator legislation, and other circumstances that may cause actual results to be materially different from those expectations Arvana does not make any representation or warranty, express or implied, as to the accuracy, completeness, or status of such statements so it will not be liable for any decision made or action taken in conjunction

with the information and/or statements contained in this press release. Arvana encourages the public to read the information provided in conjunction with its recent filings on Form 8-K, Form 10-Q and Form 10-K, which may be viewed at www.sec.gov.

SOURCE: Arvana Inc.

View the original [press release on accesswire.com](http://accesswire.com)

EXHIBIT 10

EXHIBIT 10

Altaf Nazerali

From: Brian Lovig <pintoventures@yahoo.com>
Sent: Thursday, December 26, 2024 11:45
To: Altaf Nazerali
Subject: Re: Boxing Day

None of the 1M shares have been sold. We are doing everything we possibly can but payment tomorrow at the moment does not look good.

2.5 years? It's been just weeks that there are shares to sell. And we are working very hard to sell them, of course including tomorrow.

On Thursday, December 26, 2024 at 10:54:19 AM PST, Altaf Nazerali <aly.nazerali@ipm.bc.ca> wrote:

Brian,

When we spoke together with Terry Yuck on December 5, we agreed you were to make partial payments of what was owed to my group on November 8 under the amended SPA every Friday beginning December 13 with the final payment no later than Friday, December 27 (tomorrow). No payments have been received to date. Nor have you asked where I would like to have payment made.

It may be Boxing Day today, but I would not like to get into a boxing match with you. It behooves us both to avoid any unpleasantness.

I have been as accommodating, and understanding as can be. I've waited over two and a half years and have yet to receive a dime. My patience is at an end. I have some serious financial obligations I must take care of by year end. I have never failed on my obligations, and don't intend to now. There are significant costs to my group should you fail once again to honor your commitments to my group.

If you're planning on sending me a cheque, please have it made out to Valor Invest Ltd. in US funds. I'd appreciate your sending me a copy of the cheque and tracking details of the courier as we both know Canada Post is unreliable. My preference would be a wire transfer for which the instructions are as follows:

Pay to: National Bank of Canada, 1155 Metcalfe, Montreal, Canada H3B 4S9

Swift Code: BNDC CA MM INT

Favor: Valor Invest Ltd., 3001-788 Richards Street, Vancouver, Canada V6B 0C7

Bank Code: 006 Transit: 07301 Account Number: 0134866

Please let me know by 10am on Friday, December 27 which method of payment you intend to use. I have a funeral to attend later in the morning and will not be available after 11am on Friday.

Cordially,

Aly Nazerali

Mobile: +1360-223-9911/+1604-782-7860

Office: +1-604-628-7597

Email: aly.nazerali@ipm.bc.ca

EXHIBIT 11

EXHIBIT 11

Nazerali et al v. Bondock LLC et al

Start Date	End Date	Running Amount	Yearly Interest %	# of Days	Daily Amount	Interest Owed	Total Owed
11/9/2024	2/24/2025	\$2,570,000.00	12.00%	108	\$844.93	\$91,252.60	\$2,661,252.60

EXHIBIT 12

EXHIBIT 12

Bondock Ltd is registered in Canada | Bondock, LLC is registered in United States

BONDOCK
capital market investor

(<https://bondock.com>)

Bondock is a capital market investor engaged in the trade of financial securities like bonds and stock.

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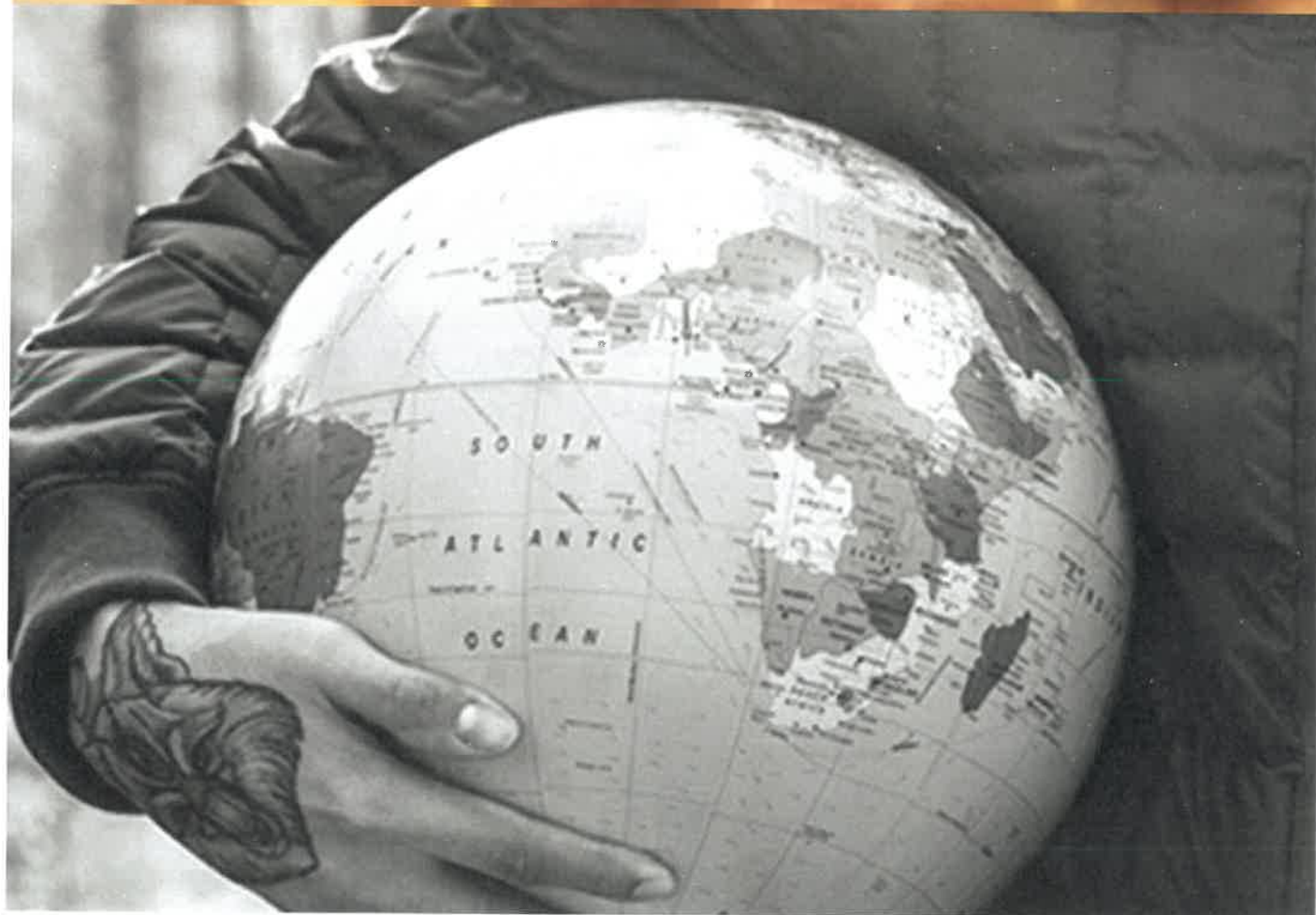
Bondock is a Privately Owned Investment Company

Bondock invests in a primary or a secondary market. In a primary market, new stock or bond issues are purchased in an underwriting or direct private placement by the issuer.

Securities are bought and sold in the secondary market on a stock exchange or private trading platform.

Bondock invests in pension funds, hedge funds, sovereign wealth funds, blue chip shares, penny stocks, precious metals and corporate start up private placements.









Bondock market managers are available for confidential discussions regarding investments in the capital markets. Let's work together. Please contact Bondock and send proposals, offerings, and pitch decks.

SEND US YOUR PROPOSAL