NOTICE OF MATERIAL EVENT

GOLDEN STAR ENTERPRISES LTD. 10120 W Flamingo Rd, Ste 4-1130 Las Vegas, NV 89147

Company Telephone: 1-702-508-6517 Company Website: www.superfreshfoods.ca E-Mail: hello@superfreshfoods.ca

Las Vegas, NV: May 31 2023: Golden Star Enterprises, Ltd. (OTCPINK: GSPT) DBA Super Fresh Foods Corp (the "Company") announces that on May 30, 2023, Enigmai Ltd. was sold to several of its outside shareholders and is therefore no longer held by the company.

Please see the agreement in Addendum 1

Please see Board Authorization in Addendum 2

About Super Fresh Foods

Super Fresh Foods Inc. is a direct-to-consumer successful meal subscription company which uses a customized proprietary software to manage its logistics by tracking meals from ordering, ingredient acquisition, meal preparation, delivery, and payment across a broad platform of meal delivery assets.

Super Fresh Foods was established in 2022 and operates through a partnership with All Your Foods in the Vancouver, British Columbia metropolitan area to deliver meals under its "All Your Meals" brand.

All Your Meals is for people who want to eat healthy food without sacrificing taste and without the hassle of preparing every meal at home. Using proprietary Super Fresh recipes, the All Your Foods kitchen delivers our delicious meals for clients to heat and eat, without sacrificing the freshness or flavor we expect from a home cooked meal. Please visit www.superfreshfoods.ca

This release contains forward-looking statements that reflect the Company's current beliefs, expectations or intentions regarding future events. Any statements contained in this press release that are not statements of historical fact may be deemed forward-looking statements. Words such as "will," "will be," "anticipate," "predict," "expect" "continue," "future," and similar expressions are intended to identify such forward-looking statements. The Company anticipates that subsequent events and developments may cause views and expectations to change. The Company assumes no obligation, and specifically disclaims any intention or obligation, to update any forward-looking statements, whether as a result of new information, future events or otherwise.

Patrick Smyth – Business Development Super Fresh Foods +1 702-508-6517 hello@superfreshfoods.ca

AGREEMENT FOR THE PURCHASE OF ENIGMAI

THIS PURCHASE AGREEMENT, (the "**AGREEMENT"**) made as of this _____ day of May, 2023, by and between Golden Star Enterprises, Ltd. ("Seller") and Louis Shefsky in Trust and Eliav Kling or nominee, (the "**Shareholders**" or "Buyers") the parties hereinafter referred to as the "**Parties**."

WITNESSETH:

- 1. Agreement to Purchase and Sell. Seller will sell to Buyers and Buyers agrees to purchase Enigmai (a subsidiary, currently held and operated by Golden Star Enterprises Ltd.) for a total purchase price of release of all liabilities of Enigmai Ltd. (currently estimated at \$120,000) plus one dollar which purchase shall be post and subject to the Binding Term Sheet for the cooperation between AURORAVIEW and ENIGMAI dated January 12, 2023 (attached hereto). It is agreed that Buyers will not assume any of Golden Star Enterprises Ltd. debts, loans, or liabilities as part of this transaction.
- 2. <u>Closing and Payment</u>. Subject to the terms and conditions hereof, and in reliance upon the written representations and warranties of the Parties, Seller will sell and, subject to the terms and conditions hereof, and Purchaser will purchase, at a single closing, the Entity. The Closing shall take place, upon the execution of this Agreement, by the exchange of documents and instruments by mail, courier, telecopy and wire transfer to the extent mutually acceptable to the parties hereto on such date as may be agreed upon by the Parties (the "Closing Date").
- 3. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyers that the statements in the following paragraphs of this Section 3 are all true and complete as of the date hereof and shall be true and correct in all material aspects as of the day of Closing:
 - a) <u>Authority; Due Authorization</u>. This Agreement has been duly and validly executed and delivered by Seller, and upon the execution and delivery by Buyers of this Agreement and the performance by Buyers of Buyers's obligations herein, will constitute, a legal, valid

and binding obligation of Seller. Furthermore, the Seller confirms that the sale transaction was approved by a unanimous board resolution on behalf of the Seller's shareholders.

- b) <u>Title to Enigmai</u>. Seller is the sole record and beneficial owner of Enigmai Ltd. and has sole managerial and dispositive authority with respect to Enigmai Ltd.. The sale and delivery of Enigmai Ltd. to Buyers pursuant to this Agreement will vest in Buyers legal and valid title to Enigmai, free and clear of all liens, security interests, adverse claims or other encumbrances of any character whatsoever ("Encumbrances") (other than Encumbrances created by Buyers).
- c) <u>No Breach.</u> The execution and delivery of this Agreement by Seller and the performance thereof by Seller do not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, with or without the giving of notice or the lapse of time, or both, conflict with, or result in a breach or violation of or a default under the Articles of Incorporation or By-laws of Company.
- d) <u>Seller's Shareholders.</u> Seller and its board of directors have the power to execute this Agreement on behalf of the shareholders of Golden Star Enterprises Ltd.
- 4. <u>Representations and Warranties of Buyers</u>. Buyers hereby represents and warrants to Seller that the statements in the following paragraphs of this Section 4 are all true and complete as of the date hereof:
 - a) Exempt Transaction. Buyers understands that the offering and sale of Enigmai is intended to be exempt from registration under the Act and exempt from registration or qualification under any state law.
 - b) Power and Authority. Buyers represents that he has full power and authority to enter into this Agreement. This Agreement has been duly and validly executed and delivered by Purchaser, and upon the execution and delivery by Seller of this Agreement and the performance by Seller of its obligations herein, will constitute, a legal, valid and binding sale of Enigmai.
 - c) <u>Information Concerning the Company</u>. Buyers has conducted his own due diligence with respect to the Company and its liabilities and believes he has enough information upon which to base an investment decision in Enigmai.
 - d) Investment Experience. The Buyers understands that the purchase of Enigmai involves substantial risk. The Buyers (a) has experience as a purchaser in securities of companies in the development stage and acknowledges that he can bear the economic risk of Buyers's investment in the Stock and (b) has such knowledge and experience in financial, tax, and business matters so as to enable Buyers to evaluate the merits and risks of an investment in the Stock, to protect Buyers's own interests in connection with the investment, and to make an informed investment decision with respect thereto.

- e) No Oral Representations. No oral or written representations have been made other than as stated, or in addition to those stated, in this Agreement, and Buyers is not relying on any oral statements.
- 5. <u>Termination</u>. Buyers or Seller may not, except for a material breach or failure of a condition or requirement, on or before the Closing Date, terminate this Agreement.
- 6. <u>Governing Law</u>. Any dispute, disagreement, conflict of interpretation or claim arising out of or relating to this Agreement, or its enforcement, shall be governed by the laws of the State of Delaware.
- 8. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A telefaxed copy of this Agreement shall be deemed an original.
- 9. <u>Headings</u>. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 10. <u>Costs, Expenses</u>. Each party hereto shall bear its own costs in connection with the preparation, execution and delivery of this Agreement.
- 11. <u>Amendments and Waivers</u>. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of Seller and the Buyers.
- 12. <u>Severability</u>. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

13. <u>Entire Agreement</u>. This Agreement, together with all exhibits and schedules hereto,

constitutes the entire agreement and understanding of the parties with respect to the subject matter

hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties

or obligations between the parties with respect to the subject matter hereof.

14. <u>Further Assurances</u>. From and after the date of this Agreement, upon the request of the Buyers

or Seller, Buyers and Seller shall execute and deliver such instruments, documents or other writings as may

be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and

purposes of this Agreement.

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

above.

Seller

By: //s//

Golden Star Enterprises Ltd.

Buyers

//s//

By: Louis Shefsky

//s//

By: Eliav Kling

RESOLUTIONS OF THE BOARD OF DIRECTORS

Certified resolution in writing of the board of directors of Golden Star Enterprises Inc. (the "Corporation") dated this 30 day of May, 2023.

- 2. IT WAS RESOLVED THAT: the consent of Board be to sell the Company Enigmai (a subsidiary, currently held and operated by Golden Star Enterprises Ltd.) to Buyers and Buyers agree to purchase Enigmai for a total purchase price of release of all liabilities of Enigmai Ltd. (currently estimated at \$120,000) plus one dollar which purchase shall be post and subject to the Binding Term Sheet for the cooperation between AURORAVIEW and ENIGMAI dated January 12, 2023. It is agreed that Buyers will not assume any of Golden Star Enterprises Ltd. debts, loans, or liabilities as part of this transaction.
- 3. FURTHER RESOLVED THAT for the purpose of giving effect to this resolution, The Board Directors of the Company be and are hereby, severally, authorized, on behalf of the Company, to do all acts, deeds, matters and things as deem necessary, proper or desirable and to sign and execute all necessary documents, applications and returns for the purpose of giving effect to the aforesaid resolution along with filing of necessary documents as deem necessary, proper or desirable for the purpose of giving effect to this resolution."
- 5. This resolution may be executed in counterparts. Facsimile, scanned, or electronic signatures are binding and are considered to be original signatures.

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//s// (Signature)
Eliav Kling

//s// (Signature)
Louis A Shefsky

//s// (Signature)
Benny Doro

//s// (Signature)
Mark Wright
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