World Assurance Group, Inc.

Supplemental Information

March 31, 2015

On March 25, 2015 (the "Closing Date"), World Assurance Group, Inc. (the “Registrant” or “WDAS”) acquired a controlling interest in three companies: Power Clouds GK (PCGK), Solar Parc Moldoveni SRL (“SPM”) and Fran SRL (“FRAN”), each a subsidiary of Power Clouds Pte. Ltd., pursuant to an Equity Acquisition and Contribution Agreement, as amended, whereby WDAS contributed 5700 RON to SPM, which represents 95% of the share capital of SPM, and 7600 RON to FRAN, which represents 95% of the share capital of FRAN, and Power Clouds Pte. Ltd. transferred 100% of its capital in PCGK to WDAS. In further consideration for the acquisition of the controlling interest in the three companies, (i) WDAS issued a $100,000 promissory note to Mr. Forlani, Power Clouds’ CEO and sole shareholder, accruing no interest and payable in full on March 25, 2016, (ii) Mr. Galdi, WDAS’s CEO and controlling shareholder, transferred 6,500,000 shares of WDAS common stock owned by Mr. Galdi individually to Mr. Forlani, and (iii) WDAS issued 6,500,000 shares of WDAS common stock to Power Clouds.

The issuance of WDAS Common Stock was made pursuant to the exemption from the registration requirements of the Securities Act of 1933, as amended (the “ Securities Act ”), provided by Section 4(2) of the Securities Act.

The foregoing description is a summary of certain of the terms of the Equity Acquisition and Contribution Agreement, the First Addendum and the Promissory Note. This summary does not purport to be complete and is qualified in its entirety by the complete text of the Agreement, the Addendum and the Note, which are filed as Exhibits to this Supplemental Information Statement and are incorporated herein by reference.

This Report is neither an offer to sell nor the solicitation of an offer to buy any securities. The securities have not been registered under the Securities Act and may not be offered or sold in the United States of America absent registration or an exemption from registration under the Securities Act.

The following exhibits are filed with this report:

Description
Equity Acquisition and Contribution Agreement by and among World Assurance Group, Inc., Power Clouds Pte Limited, a Singapore company (the "Company") and Roberto Forlani ("Forlani"), (each a "Seller", and together, the "Sellers"), Solar Parc Moldoveni SRL, a Romanian limited liability company and a majority owned subsidiary of the Company ("SPM"), Fran SRL, a Romanian limited liability company and a majority owned subsidiary of the Company ("FRAN") (SPM and FRAN are each a "Target" and together, the "Targets"), Mr. Fabio Galdi ("Galdi") and World Assurance Group, Inc., a Nevada, USA company. dated March 24, 2015 and effective March 25, 2015.
First Addendum to the Equity Acquisition and Contribution Agreement by and among WDAS, the Company, Forlani, Galdi and Power Clouds GK (the Japan Target) dated March 25, 2015.
$100,000 Promissory Note issued from World Assurance Group, Inc. to Mr. Roberto Forlani dated March 25, 2015.

EQUITY ACQUISITION AND CONTRIBUTION AGREEMENT

This **Equity Acquisition and Contribution Agreement ("Agreement**"), dated as of March 24, 2015, is entered into by and among Power Clouds Pte Limited, a Singapore company (the "Company") and Roberto Forlani ("Forlani"), (each a "Seller", and together, the "Sellers"), Solar Parc Moldoveni SRL, a Romanian limited liability company and a majority owned subsidiary of the Company ("SPM"), Fran SRL, a Romanian limited liability company and a majority owned subsidiary of the Company ("FRAN") (SPM and FRAN are each a "Target" and together, the "Targets"), Mr. Fabio Galdi ("Galdi") and World Assurance Group, Inc., a Nevada, USA company (the "Purchaser") (all together, the "Parties"), which agree as follows:

WHEREAS, the Company contributed 270 RON of SPM, which represents 90% of the issued and outstanding share capital of SPM, and the Company contributed 360 RON of Fran, which represents 90% of the issued and outstanding share capital of FRAN;

WHEREAS, Roberto Forlani is the CEO, Chairman and a majority shareholder of the Company, who individually contributed 30 RON of SPM, which represents 10% of the issued and outstanding share capital of SPM, and 20 RON of FRAN, which represents 5% of the issued and outstanding share capital of FRAN;

WHEREAS, Fabio Galdi is the CEO, Chairman and a majority shareholder of the Purchaser who individually owns and controls 66,789,355 shares of the Purchaser's common stock (WDAS common stock);

WHEREAS, the Purchaser is a US public corporation, and desires to acquire a controlling interest in the Targets by contributing 5700 RON to SPM, which shall represent 95% of the share capital of SPM upon the Closing, and 7600 RON to FRAN, which shall represent 95% of the share capital of FRAN upon the Closing (together, the "Target Shares") and in further consideration for the acquisition of the controlling interest in the Targets, (i) the Purchaser shall issue a $100,000 promissory note to Mr. Forlani, (ii) Mr. Galdi shall issue 6,500,000 shares of WDAS common stock owned by Mr. Galdi individually to Mr. Forlani, and (iii) the Purchaser shall issue 6,500,000 shares of WDAS common stock to the Company.

NOW, THEREFORE, in consideration of the premises and of the covenants, representations, warranties and agreements herein contained, the Parties have reached the following agreement with respect to the Purchaser's acquisition of the controlling interest in the Targets:

AGREEMENT

1. Capital Contribution into the Targets.

SPM shall increase its total registered capital from 300 RON to 6,000 RON. FRAN shall increase its total registered capital from 400 RON to 8,000 RON. At the Closing, the Purchaser shall contribute to SPM, and SPM shall accept and receive from the Purchaser, 5,700 RON, and, the Purchaser shall contribute to FRAN, and FRAN shall accept and

receive from the Purchaser, 7,600 RON (the "Capital Contributions"). The Purchaser shall pay the Capital Contributions by a one-time cash payment to the respective Target's designated bank account through bank transfer on the Closing Date. As a result, on the Closing Date, the Purchaser shall own a 95% equity interest in each of SPM and FRAN.

2. Consideration.

In addition to the Capital Contributions set forth in Section 1 above, the Company, the Seller and the Targets agree to sell, and the Purchaser, in reliance on the representations and warranties contained herein, and subject to the terms and conditions of this Agreement, agrees to acquire a controlling equity interest in the Targets for a total additional consideration as follows:

- Purchaser will issue a new promissory note in the amount of One Hundred Thousand Dollars ($100,000) to Mr. Forlani repayable on the first annual anniversary of Closing, and with other terms and conditions which are set forth in more detail in the Promissory Note, attached hereto and incorporated herein as Exhibit A (the "Note");
- Mr. Galdi will transfer 6,500,000 shares of WDAS restricted common stock held by him to Forlani within 10 days of the Closing, duly endorsed for transfer or with executed stock powers medallion guaranteed attached to be released and delivered to Mr. Forlani.
- Mr. Forlani will forgive all other debt held by him in the Targets, as set forth in a full release document, Exhibit B, attached hereto and incorporated herein.
- Purchaser also agrees to issue 6,500,000 shares of Purchaser's restricted common stock to the Company on the Closing Date.
- Sellers each agree that any subsequent sale of any shares of Purchaser's stock will be subject to U.S. federal and state securities laws, rules and regulations, as well as certain contractual sales limitations to be agreed between the Parties prior to the issuance of such shares.
- The Company and Purchaser agree to set off any payables due to each other from the other as at the Closing Date. If there is a surplus due to either company after such setoff then such amounts will be written off and no longer due.
- Company will have no further claim on or interest in the Targets as of the Closing Date.

In consideration for the Purchaser's acquisition of a controlling equity interest in each of the Targets, the Purchaser shall provide the total Purchase Consideration in accordance with the terms of this Agreement.

3. Closing.

3.1 Subject to Purchaser's and Seller's election, to proceed, and subject to the Closing Conditions and other terms and conditions of this Agreement, Closing shall take place by no later than March 31, 2015 and on the first business day following the date on which the last of the Closing Conditions set forth below are satisfied or to the extent permissible, waived (the "Closing Date").

3.2 The obligations of the Parties to consummate the transactions provided for hereby are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (the "Closing Conditions"):

a. Representations, Warranties and Covenants. All representations and warranties of the Parties contained in this Agreement, including the Disclosure Schedules, shall be true and correct in all material respects at and as of the date of this Agreement and at and as of the Closing Date, except to the extent expressly required or permitted to be changed by the terms hereof, and the Parties shall have performed and satisfied all agreements and covenants required hereby to be performed by them prior to or on the Closing Date.

b. Share Certificates. The Targets shall deliver to the Purchaser, the certificates for the Target Shares. Mr. Galdi shall deliver to Mr. Forlani, the certificates for the Purchaser's Shares duly endorsed for transfer or with executed stock powers medallion guaranteed attached to be released and delivered to Forlani. The Purchase shall deliver to the Company the certificate for the Purchaser's Shares.

c. Promissory Note. The Purchaser shall issue and deliver a promissory note in the principal amount of $100,000 to Mr. Forlani, as set forth in Exhibit A.

d. Closing Certificates. Each of the Parties shall furnish to the other Parties such certificates of its officers and others to evidence compliance with the conditions set forth in this Article as may be reasonably requested.

e. Material Changes. There shall not have been any material adverse changes with respect to the Company or the Purchaser since the date of this Agreement.

f. Corporate Documents. Purchaser shall have received a certificate of a duly authorized officer of the Company and each of the Targets, dated the Closing Date, setting forth resolutions of the Board of Directors of the Company and the Targets authorizing the execution and delivery of this Agreement, the Capital Contributions, and the consummation of the transactions contemplated hereby and certifying that such resolutions were duly adopted and have not been rescinded or amended as of the Closing Date. Seller shall have received a certificate of a duly authorized officer of the Purchaser, dated the Closing Date, setting forth resolutions of the Board of Directors of the Purchaser authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and certifying that such resolutions were duly adopted and have not been rescinded or amended as of the Closing Date.

g. Approval of the Shareholders. This Agreement, the Capital Contribution and the issuance of the Target Shares shall have been approved and adopted by unanimous written consent of the Company's shareholders and of each of the Targets' shareholders.

4. Representations and Warranties of the Targets, the Seller and the Company. Each of the Company, the Seller and each of the Targets jointly and severally hereby make the following representations and warranties to the Purchaser:

a. The Company is a corporation duly organized and validly existing under the laws of Singapore and has all corporate power necessary to engage in all transactions in which it has been involved, as well as any general business transactions in the future that may be desired by its directors. Each of the Targets is a corporation duly organized and validly existing under the laws of Romania and each Target has all corporate power necessary to engage in all transactions in which it has been involved, as well as any general business transactions in the future that may be desired by its directors.

b. The Sellers and each of the Targets have the requisite power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by such Sellers and Targets and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action, and no further consent or authorization of such Seller or Target is required. This Agreement has been duly authorized, executed and delivered by each Seller and Target and constitutes, or shall constitute when executed and delivered, a valid and binding obligation of such Seller and Target, enforceable against such Seller and Target in accordance with the terms thereof.

c. The Company is in good standing with the Singapore. The Targets are in good standing with Romania. The Company and each of its subsidiaries are duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. Copies of the Certificate of Incorporation and Bylaws of each of the Targets, and all amendments thereto, heretofore delivered to Purchaser are accurate and complete as of the date hereof. Disclosure Schedule C contains a true, correct and complete list of all jurisdictions in which the Company and each of its subsidiaries are qualified to do business as a foreign corporation.

d. Each of the Targets has, at the date of execution of this Agreement, and will have at the Closing Date, Financial Statements as set forth in Disclosure Schedule D, including monthly revenues, gross margins and net income. The accounts receivable set forth in the Financial Statements, and all accounts receivable arising since the date of the Financial Statements, represent bona fide claims of the respective Target against debtors for sales, services performed or other charges arising on or before the date hereof, and all the goods delivered and services performed which gave rise to said accounts were delivered or performed in accordance with the applicable orders, contracts or customer requirements.

e. Liabilities. Each of the Targets does not have any liabilities, obligations or commitments of any nature (whether absolute, accrued, contingent or otherwise and whether matured or unmatured), including without limitation tax liabilities due or to become due, except (1) liabilities which are reflected and reserved against on the Financial Statements, which have not been paid or discharged since the date thereof, (2) liabilities arising under Contracts, leases, letters of credit, purchase orders, licenses, Permits, purchase agreements and other agreements, business arrangements and commitments described in the Disclosure Schedule F1 and (3) liabilities incurred since the date of the Financial Statements in the ordinary course of business and consistent with past practice and in accordance with this Agreement (none of which relates to any breach of contract, breach of warranty, tort, infringement or violation of law or arose out of any Action) which, individually or in the aggregate, has or would have a Material Adverse Effect.The Company and each of the Targets has not violated and is in compliance with all laws, statutes, ordinances, regulations, rules and orders of any foreign, federal, state or local government and any other governmental department or agency, and any judgment, decision, decree or order of any court or governmental agency, department or authority, except where the violation or failure to comply, individually or in the aggregate, would not have a material adverse Effect. The Company and each of the Targets has not received any notice to the effect that it is not in compliance with any such statutes, regulations, rules, judgments, decrees, orders, ordinances or other laws. The Company and each of the Targets has committed no act, and there has been no omission, which may result in, and there has been no occurrence which may give rise to, product liability or liability for breach of warranty (whether covered by insurance or not) on the part of the Company and/or Target, as applicable, with respect to products designed, manufactured, assembled, repaired, maintained, delivered, shipped or installed or services rendered prior to or on the Closing Date which, in the aggregate, would have a material adverse effect.

f. Disclosure Schedule F1 sets forth a complete and accurate list of all contracts of each of the Targets, and Disclosure Schedule F2 sets forth a complete and accurate list of all assets of each of the Targets.

g. The Company is the record holder and beneficially owns 90% of SPM and FRAN, respectively. The Seller is the record holder and beneficially owns 10% and 5% of SPM and FRAN, respectively. The Company and Seller's ownership in the Targets is free and clear of all liens, encumbrances, pledges, claims, options, charges and assessments of any nature whatsoever, with full right and lawful authority to authorize the Capital Contributions and the issuance of the Target Shares to Purchaser. No person has any preemptive rights or rights of first refusal with respect to any of the Target Shares. There exists no voting agreement, voting trust, or outstanding proxy with respect to any of the Target Shares. There are no outstanding rights, options, warrants, calls, commitments, or any other agreements of any character, whether oral or written, with respect to the Targets.

h. Each Target has full power to issue and deliver the Target Shares to the Purchaser in accordance with the terms of this Agreement. The delivery to the Purchaser of certificates or other applicable documents issued from the country of Romania

evidencing the equity ownership of each of the Targets pursuant to the provisions of this Agreement will deliver to the Purchaser good and marketable title thereto, free and clear of all liens, encumbrances, restrictions and claims of any kind.

i. There are no authorized shares of the Targets other than 300 RON for SPM and 400 RON for FRAN.

j. All financial and other information regarding each of the Targets which the Company and/or the Seller furnished or will furnish to the Purchaser, (i) is true, accurate and complete as of its date and in all material respects except to the extent such information is superseded by information marked as such, (ii) does not omit any material fact, not misleading and (iii) presents fairly the financial condition of the organization as of the date and for the period covered thereby.

k. All stock transfer or other taxes (other than income or similar taxes) that are required to be paid in connection with the offering of the Target Shares will be, or will have been, fully paid or provided for by Company, and all laws imposing such taxes will be or will have been complied with.

l. Each of the Sellers are, and will be at the time of the execution of this Agreement, either (i) an "**accredited investor**", as such term is defined in Regulation D promulgated by the Commission under the Securities Act of 1933, as amended (the "1933 Act"), or (ii) not a U.S. Person as defined in Rule 902 of Regulation S promulgated under the Securities Act and as set forth in Exhibit 2 - Investor Suitability Questionnaire attached hereto and made a part hereof, and is experienced in investments and business matters, has made investments of a speculative nature and has purchased securities of United States publicly-owned companies in the past and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable such Seller to utilize the information made available by the Company to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed purchase, which represents a speculative investment. The Sellers have the authority and is duly and legally qualified to purchase and own shares of the Purchaser. The Sellers are able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof. The information set forth on the signature page hereto regarding each Seller is accurate.

m. On the Closing Date, the Sellers will acquire the Purchaser's Shares pursuant to the terms of this Agreement for its own account for investment only and not with a view toward, or for resale in connection with, the public sale or any distribution thereof.

n. The Sellers understand and agree that the Purchaser's Shares have not been registered under the 1933 Act or any applicable state securities laws, by reason of their issuance in a transaction that does not require registration under the 1933 Act (based in part on the accuracy of the representations and warranties of the Sellers contained herein), and that such Purchaser's Shares must be held indefinitely unless a subsequent disposition is

registered under the 1933 Act or any applicable state securities laws or is exempt from such registration.

o. The Purchaser's Shares shall bear the following or similar legend:

"**THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), 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, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."**

p. The offer to sell the Purchaser's Shares was directly communicated to such Seller by the Purchaser. At no time was such Seller presented with or solicited by any leaflet, newspaper or magazine article, radio or television advertisement, or any other form of general advertising or solicited or invited to attend a promotional meeting otherwise than in connection and concurrently with such communicated offer.
q. The representations and warranties herein by the Sellers shall be true and correct in all material respects on and as of the Closing Date hereof with the same force and effect as though said representations and warranties had been made on and as of the Closing Date.
r. The representations and warranties made above shall survive the Closing Date and shall expire for all purposes in the date numerically corresponding to the Closing Date in the eighteenth month after the Closing Date.

5. Representations and Warranties of the Purchaser and Mr. Galdi. The Purchaser hereby makes the following representations and warranties to the Sellers:

a. The Purchaser has the requisite power and authority to enter into and perform this Agreement and to purchase the shares being sold to it hereunder. The execution, delivery and performance of this Agreement by such Purchaser and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action, and no further consent or authorization of such Purchaser is required. This Agreement has been duly authorized, executed and delivered by such Purchaser and constitutes, or shall constitute when executed and delivered, a valid and binding

obligation of such Purchaser enforceable against such Purchaser in accordance with the terms thereof.

b. Mr. Galdi is the record holder beneficially owns the WDAS common stock free and clear of all liens, encumbrances, pledges, claims, options, charges and assessments of any nature whatsoever, with full right and lawful authority to transfer the WDAS Shares to Seller. No person has any preemptive rights or rights of first refusal with respect to any of the WDAS Shares. There exists no voting agreement, voting trust, or outstanding proxy with respect to any of the WDAS Shares. There are no outstanding rights, options, warrants, calls, commitments, or any other agreements of any character, whether oral or written, with respect to the WDAS Shares.

c. Neither Purchaser, Galdi, nor any Person acting on their behalf, has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause the offering of the WDAS Shares to be integrated with prior offerings by Purchaser for purposes of the Securities Act or the rules and regulations of FINRA.

d. All stock transfer or other taxes (other than income or similar taxes) that are required to be paid in connection with the offering of the WDAS Shares will be, or will have been, fully paid or provided for by Purchaser, and all laws imposing such taxes will be or will have been complied with.

6. Governing Law.
The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Florida applicable to agreements executed and to be wholly performed solely within such state.

7. The respective representations, warranties, and agreements made herein by or on behalf of the Parties hereto shall survive the Closing and remain in full force and effect until the second (^{2nd}) anniversary of such Closing, regardless of any investigation made by or on behalf of the other party to this Agreement or any officer, director or employee of, or Person controlling or under common control with, such party and will survive delivery of and payment for the Target Shares and Purchaser's Shares hereunder or thereunder, and even if a party knew or had reason to know of any misrepresentation or breach of warranty or covenant at the time of the applicable Closing.

8. Except to comply with applicable securities laws and regulations, the Seller and the Company agree that they will not make any public comments, statements, or communications with respect to, or otherwise disclose the execution of this Agreement or the terms and conditions of the transactions contemplated by this Agreement without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld.

9. Notices.

Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by facsimile or by overnight registered mail,

postage prepaid, addressed as follows:

If to Sellers: see Suitability Questionnaire below.

If to Purchaser:
World Assurance Group, Inc.
375 Park Ave., Suite 2607
New York, NY 10152

If to Galdi, send c/o Purchaser.

Or such other address or number as shall be furnished in writing by any such Party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered or sent by facsimile.

10. This Agreement and the other documents referred to herein contain the entire understanding of the Parties hereto with respect to the subject matter contained herein. This Agreement shall supersede all prior agreements and understandings between the Parties with respect to the transactions contemplated herein.

11. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Parties.

12. With regard to all dates and time periods set forth in this Agreement, time of is of essence.

13. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

14. This Agreement may be executed in any number of counterparts, including counterparts transmitted by telecopier, PDF or facsimile transmission, any one of which shall constitute an original of this Agreement. When counterparts of copies have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The Parties agree that all such signatures may be transferred to a single document upon the request of any Party.

15. Any and all remedies set forth in this Agreement: (i) shall be in addition to any and all other remedies the Parties may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as each of the Parties may elect. The exercise of any remedy by any Party shall not be deemed an election of remedies or preclude such Party from exercising any other remedies in the future. The prevailing Party in any Related Proceeding shall be entitled to recover his or its reasonable attorneys' fees and costs (including experts' and witness fees and costs) from the unsuccessful Party

[-signature page follows-]

IN WITNESS WHEREOF, each of the Parties hereto has caused its/his name to be hereunto subscribed as of the day and year first above written.

Company:
Power Clouds Pte Limited

By: _____
Name: Roberto Forlani
Title: Chief Executive Officer & Director

Seller:

_____
Roberto Forlani

Purchaser:
World Assurance Group Inc.

By: _____
Name: Fabio Galdi
Title: Chairman and CEO

_____
Mr. Fabio Galdi

Target:
Solar Park Moldoveni SRL

By: _____
Name: ROBERTO FORLANI
Title: DIRECTOR

Target:
Fran SRL

By: _____
Name: ROBERTO FORLANI
Title: DIRECTOR

FIRST ADDENDUM TO THE
EQUITY ACQUISITION AND CONTRIBUTION AGREEMENT
by and among
Power Clouds Pte Limited, Roberto Forlani, Solar Parc Moldoveni SRL, Fran SRL,
Fabio Galdi and World Assurance Group, Inc.
And Adding Power Clouds GK as an additional party

Dated March 25, 2015

This Addendum to Equity Acquisition and Contribution Agreement (the "Addendum") is made and entered as of the 25th day of March, 2015.

The Parties entered into an Equity Acquisition and Contribution Agreement dated March 24, 2015 (the "Agreement"). The parties now wish to expand the scope of the Agreement to include another wholly owned subsidiary of Power Clouds Pte. Ltd. (the "Company"), Power Clouds GK, a Japanese company with registered offices located at Shoei Kannai Bldg 3F, 2-22 Sumiyoshi Cho, Naka-ward, Yokohama City, Kanagawa Prefecture, Japan 231-0013 (the "Japan Target" and to be included as a "Target" and together with SPM and FRAN, part of the "Targets") as an additional target for acquisition by World Assurance Group, Inc. (the "Purchaser") pursuant to the provisions set forth below.

Accordingly, the Agreement is hereby amended to incorporate the Japan Target as an additional Party to the Agreement and the following as new sections to the Agreement.

Unless otherwise indicated, terms used herein that are defined in the Agreement shall have the same meanings herein as in the Agreement.

WHEREAS, the Japan Target is a wholly owned subsidiary of the Company, and the Company owns and controls 1,000,000 yen of the Japan Target, which represents 100% of the capital of the Japan Target; and

WHEREAS, the Purchaser desires to acquire the Japan Target and the Company desires to sell the Japan Target to the Purchaser, by transferring 100% of the capital of Japan Target from the Company to the Purchaser (to be included as part of the "Target Shares") so that the Purchaser becomes the sole member and owner of the Japan Target.

NOW, THEREFORE, in consideration of the premises and of the covenants, representations, warranties and agreements herein contained, the Parties have reached the following agreement with respect to the Purchaser's acquisition of the controlling interest in the Targets:

The Company shall transfer and deliver the Target Shares of the Japan Target to Purchaser within ninety (90) days of the Closing Date. This transfer of ownership shall be completed through whatever means necessary pursuant to Japanese corporate law. The officers and authorized representatives of the Company and the Japan Target shall be, and each of them hereby is, authorized, empowered and directed, to execute and deliver any and all

such other certificates, instruments or documents, and to take or cause to be taken any and all such other actions, as such officers shall deem necessary, appropriate or advisable in order to carry out the intent and purposes of this Addendum and the Agreement.

Additional Representation and Warranties of the Company and the Japan Target:

The Japan Target is a corporation duly organized and validly existing under the laws of Japan and has all corporate power necessary to engage in all transactions in which it has been involved, as well as any general business transactions in the future that may be desired by its directors.

The Japan Target is in good standing with Japan.

The Company is the sole member and beneficially owns 100% of the Japan Target.

There is no authorized capital of the Japan Target other than 1,000,000 Yen.

All the terms and conditions of the above referenced Agreement shall remain in full force and effect.

In the event that any provision of this Addendum or Agreement is determined to be unenforceable for any reason, the remaining provisions shall remain in full force and effect and the unenforceable provision(s) shall be interpreted and rewritten to give effect to the Parties' economic intentions.

The parties hereby agree that signatures transmitted and received via facsimile or other electronic means shall be treated for all purposes of this Addendum as original signatures and shall be deemed valid, binding and enforceable by and against both parties.

BOTH PARTIES HERETO REPRESENT THAT THEY HAVE READ THIS ADDENDUM, UNDERSTAND IT, AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS STATED HEREIN, AND ACKNOWLEDGE RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS ADDENDUM.

IN WITNESS WHEREOF, each of the Parties hereto has caused its/his name to be hereunto subscribed as of the day and year first above written.

Company:
Power Clouds Pte Limited

By:
Name: Roberto Forlani
Title: Chief Executive Officer & Director

Seller:

Roberto Forlani

Purchaser:
World Assurance Group Inc

By: _____
Name: Fabio Galdi
Title: Chairman and CEO

_____
Mr. Fabio Galdi

Japan Target
Power Clouds GK

By: _____
Name: AKIYOSHI AKASAKI
Title: DIRECTOR

Purchaser:
World Assurance Group Inc

By: _____
Name: Fabio Galdi
Title: Chairman and CEO

_____
Mr. Fabio Galdi

Japan Target:
Power Clouds GK

By: _____
Name:
Title:

WORLD ASSURANCE GROUP, INC.
PROMISSORY NOTE

Issuance Date: March 25, 2015

$100,000 DUE: March 25, 2016

FOR VALUE RECEIVED, World Assurance Group, Inc., a Nevada corporation whose principal office is located at 375 Park Ave., Suite 1775, New York, NY (the "Company"), promises to pay to the order of **Mr. Roberto Forlani** (the "Payee"), at the office of the Payee or at such other place as Payee may designate in writing, the principal sum of One Hundred Thousand Dollars ($100,000) (the "Principal Amount") on the terms set forth below. No interest shall accrue. All payments hereunder shall be made in U.S. currency and without setoff, deduction or counterclaim.

1. Definitions.

The following terms shall have the meanings herein specified:

"Event of Default" means an event specified in Section 3 hereof.

"Holder" means the Payee, and each endorsee, pledgee, assignee, owner and holder of this Note, as such; and any consent, waiver or agreement in writing by the then Holder with respect to any matter or thing in connection with this Note, whether altering any provision hereof or otherwise, shall bind all subsequent Holders. Notwithstanding the foregoing, the Company may treat the registered holder of this Note as the Holder for all purposes.

"Issuance Date" shall have the meaning set forth in the heading paragraph above.

"Person" means an individual, trust, partnership, firm, association, corporation or other organization or a government or governmental authority.

2. Payment of this Note - Principal and Interest.

(a) **Payment after Milestone Deadline.** All principal and interest, if any, shall be due and payable on March 25, 2016

and, at any time thereafter, the Holder may proceed to collect such principal and accrued interest.

(b) **Prepayment.** The Company may prepay this Note at any time without penalty.

3. Events of Default.

The existence of any of the following conditions shall constitute an Event of Default:

(a) Nonpayment of the Note in accordance with Section 2.a above, if such breach remains unpaid and uncured for a period of ten (10) business days.

(b) Commencement of proceedings under any bankruptcy or insolvency law or other law for the reorganization, arrangement, composition or similar relief or aid of debtors or creditors if such proceeding remains undismissed and unstayed for a period of 60 days following notice to the Company by the Holder.

(b) If the Company shall dissolve, liquidate or wind up its affairs or sell substantially all of its assets, unless the provisions of Section 4 of this Note are met, in which case there is no Event of Default.

(c) Attachment or similar process of execution is levied against a material portion of the Company's assets and such process is not terminated and any orders issued pursuant thereto canceled within 90 calendar days.

4. **Reorganization, Reclassification, Consolidation, Merger or Sale.** If any reorganization of the capital stock of the Company, or any consolidation or merger of the Company with another corporation, or the sale of all or substantially all of its assets to another corporation shall be effected, appropriate provisions shall be made with respect to the rights and interests of the Holder of this Note to the end that the provisions hereof shall thereafter be applicable to the surviving corporation. The Company will not effect any such consolidation, merger or sale unless, prior to the consummation thereof, the surviving corporation (if other than the Company) resulting from such consolidation or the corporation purchasing such assets shall assume by written instrument, executed and mailed or delivered to the registered Holder hereof at the last address of such Holder appearing on the books of the Company, the obligation to deliver to such Holder such assets as, in

accordance with the foregoing provisions, such Holder may be entitled to receive.

5. Transfer. Transfer of this Note shall be subject to prior delivery by the proposed transferee to the Company of an opinion of counsel that such transfer is in compliance with all federal and all other applicable laws. In order to transfer this Note, the Holder, or its duly authorized attorney, shall surrender this Note at the office of the Company pursuant to Section 10 herein, accompanied by an assignment duly executed by the Holder hereof.

6. Loss or Mutilation of Note. Upon receipt by the Company of evidence satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, together with an indemnity reasonably satisfactory to the Company, in the case of loss, theft, or destruction, or the surrender and cancellation of this Note, in the case of mutilation, the Company shall execute and deliver to the Holder a new Note of like tenor and denomination as this Note.

7. Holder not Shareholder. This Note does not confer upon the Holder any right to vote or to consent or to receive notice as a shareholder of the Company, as such, in respect of any matters whatsoever, or any other rights or liabilities as a shareholder, prior to the conversion hereof.

8. Waivers. The failure of Holder to enforce at any time any of the provisions of this Note shall not, absent an express written waiver signed by Holder specifying the provision being waived, be construed to be a waiver of any such provision, nor in any way to affect the validity of this Note or any part hereof or the right of Holder thereafter to enforce each and every such provision. No waiver of any breach of this Note shall be held to be a waiver of any other or subsequent breach. The Company waives presentment, demand, notice of dishonor, protest and notice of nonpayment and protest.

9. Taxes. The Company agrees that it will pay, when due and payable, any and all stamp, original issue or similar taxes which may be payable in respect of the issue of this Note. The Company shall not be required to pay any stamp, original issue or similar tax which may be payable in respect of any transfer involved in the transfer and delivery of this Note to a person other than of the Payee.

10. Notices. All notices or other communications to a party

required or permitted hereunder shall be in writing and shall be delivered personally or by facsimile (receipt confirmed electronically) to such party (or, in the case of an entity, to an executive officer of such party) or shall be sent by a reputable express delivery service or by certified mail, postage prepaid with return receipt requested, addressed as follows:

if to Payee to:
Roberto Forlani
Address: St. Principatele, Unite 38, Sector 4
Bucharest, Romania

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if to the Company to:
World Assurance Group, Inc.
Attn: Fabio Galdi
375 Park Ave., Suite 2607
New York, NY

Any party may change the above specified recipient and/or mailing address by notice to all other parties given in the manner herein prescribed. All notices shall be deemed given on the day when actually delivered as provided above (if delivered personally or by facsimile, provided that any such facsimile is received during regular business hours at the recipient's location) or on the day shown on the return receipt (if delivered by mail or delivery service).

11. Headings. The titles and headings to the Sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Note. This Note shall be construed without regard to any presumption or other rule requiring construction hereof against the party causing this Note to be drafted.

12. Applicable Law and Jurisdiction. The legality, validity, enforceability and interpretation of this Note and the relationship of the parties hereunder shall be governed by the laws of the State of Nevada, without giving effect to the principles of conflict of laws, except with respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Agreement, and as to those matters the law of the jurisdiction under which the respective entity derives its powers shall govern. Any claim, cause of action, suit or demand allegedly arising out of or related to this Note, or the relationship of

the parties, shall be brought exclusively in the state or federal courts located in the State of Nevada, and the parties irrevocably consent to the exclusive jurisdiction and venue of such courts and waive any objections they may have at any time to such exclusive jurisdiction and venue.

13. Survival Of Representations And Warranties; Attorneys Fee. This Note shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. If this Note is not paid when due or if the Company breaches any provisions of this Note, in addition to all other amounts due herein, the Company promises to pay all costs of collection and all reasonable attorney fees and court costs incurred by Holder.

14. Assignment. This Note may not be assigned by either party hereto without the prior written consent of the other (except that the Company may without the prior written consent of the Holder assign this Note in the event of a merger, acquisition, reorganization or the sale of all or substantially all of its assets to another corporation to the surviving entity of such merger, acquisition, reorganization or sale).

IN WITNESS WHEREOF, World Assurance Group, Inc. has caused this Promissory Note to be signed this 25th Day of March, 2015 in its name by the signature of its duly authorized representative.

World Assurance Group, Inc.

/s/ Fabio Galdi

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By: Fabio Galdi
Its: Chief Executive Officer