

SHARE EXCHANGE AGREEMENT

This **Share Exchange Agreement**, dated as of June 15, 2016, (this “**Agreement**”) by and among WGE Holdings Corp., a Nevada corporation (“**WGE**”), and the stockholders of Far East Ventures Holdings, Ltd, a British Virgin Islands corporation (“**Far East**”), set forth on Schedule I hereto (the “**Far East Shareholders**”). For purposes of this Agreement, WGE and the Far East Shareholders are sometimes collectively referred to as the “**Parties**” and individually as a “**Party**.”

WHEREAS, the Far East Shareholders own one hundred (100) shares of Far East as set forth on Schedule I, which represents 100% of the issued and outstanding shares of Far East (such shares being hereinafter referred to as the “**Far East Shares**”); and

WHEREAS, (i) the Far East Shareholders believe it is in their respective best interests for the Far East Shareholders to exchange 100% of the Far East Shares for 194,100,000 shares of common stock of WGE (such shares being hereinafter referred to as the “**WGE Shares**”) which shall represent 95.42% of the outstanding shares on a fully diluted basis after giving effect to the issuance of the WGE Shares, the Additional Issuance and the Cancellation (as such terms are hereinafter defined); and (ii) WGE believes it is in its best interest and the best interest of its stockholders to acquire the Far East Shares in exchange for the WGE Shares, all upon the terms and subject to the conditions set forth in this Agreement (the “**Share Exchange**”); and

WHEREAS, it is the intention of the parties that upon the Closing (as hereinafter defined): (i) Far East shall become a wholly owned subsidiary of WGE; and (ii) WGE shall assume ownership and title to all assets, interests and liabilities of Far East; and

NOW, THEREFORE, in consideration of the mutual terms, conditions and other agreements set forth herein, the parties hereto agree as follows:

ARTICLE I **EXCHANGE OF FAR EAST SHARES FOR WGE SHARES**

Section 1.1 Agreements to Exchange Far East Shares for WGE Shares. On the Closing Date (as hereinafter defined) and upon the terms and subject to the conditions set forth in this Agreement, the Far East Shareholders shall assign, transfer, convey and deliver the Far East Shares to WGE and, in consideration and exchange for the Far East Shares, WGE shall issue, transfer, convey and deliver the WGE Shares to the Far East Shareholders and/or its designees as set forth on Schedule II.

Section 1.2 Closing and Actions at Closing. The closing of the Share Exchange (the “**Closing**”) shall take place remotely via the exchange of documents and signatures at such time and date as the parties hereto shall agree orally or in writing (the “**Closing Date**”).

Section 1.3 Effect of Share Exchange on Issued and Outstanding Far East Common Stock. After Closing and contingent upon the satisfaction of the terms and conditions set forth in this Agreement each outstanding share of common stock of Far East shall be cancelled, extinguished and converted into and become the right to receive their pro rata portion of the WGE Shares which shall be equal to the number of shares of Far East Common Stock held by each Far East

Shareholder multiplied by the Exchange Ratio, rounded, if necessary, up to the nearest whole share of restricted common stock of WGE.

Section 1.4 Restrictions on WGE Shares Issued Pursuant to this Agreement. The WGE shares to be issued by WGE pursuant to this Agreement **have not been registered** and are being issued pursuant to a specific exemption under the Securities Act, as well as under certain state securities laws for transactions by an issuer not involving any public offering or in reliance on limited federal preemption from such state securities registration laws, based on the suitability and investment representations made by the Far East Shareholders to WGE. The WGE Shares to be issued by WGE pursuant to this Agreement must be held and may not be sold, transferred, or otherwise disposed of for value unless such securities are subsequently registered under the Securities Act or an exemption from such registration is available, and that the certificates representing the Shares of WGE Common Stock issued in the Share Exchange will bear a legend in substantially the following form so restricting the sale of such securities:

The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended (the “Securities Act”), and are “restricted securities” within the meaning of Rule 144 promulgated under the Securities Act. The securities have been acquired for investment and may not be sold or transferred without complying with Rule 144 in the absence of an effective registration or other compliance under the Securities Act.

Section 1.5 [Intentionally Deleted].

Section 1.6 Cancellation of Shares. Immediately after the Closing, WGE shall complete the cancellation of an aggregate of 12,000,000 shares of common stock of WGE held by the WGE Shareholders and pursuant to the Court Order dated June 2, 2016 (the “**Cancellation**”).

ARTICLE II REPRESENTATIONS AND WARRANTIES OF WGE

WGE and the WGE Shareholders represent, warrant and agree that all of the statements in the following subsections of this Article II are true and complete as of the date hereof.

Section 2.1 Corporate Organization.

A. WGE is a corporation duly organized, validly existing and in good standing under the laws of Nevada, and has all requisite corporate power and authority to own its properties and assets and governmental licenses, authorizations, consents and approvals to conduct its business as now conducted and is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its activities makes such qualification and being in good standing necessary, except where the failure to be so qualified and in good standing will not have a Material Adverse Effect on the activities, business, operations, properties, assets, condition or results of operation of WGE. “Material Adverse Effect” means, when used with respect to WGE, any event, occurrence, fact, condition, change or effect, which, individually or in the aggregate, would reasonably be expected to be materially adverse to the business, operations, properties, assets, condition (financial or otherwise), or operating results of WGE, or materially impair the ability of WGE to perform its obligations under this Agreement, excluding any

change, effect or circumstance resulting from (i) the announcement, pendency or consummation of the transactions contemplated by this Agreement; or (ii) changes in the U.S. securities markets generally.

B. Copies of the Articles of Incorporation and Bylaws of WGE with all amendments thereto, as of the date hereof (the “**WGE Charter Documents**”), have been, or will be upon request, furnished to Far East, and such copies are accurate and complete as of the date hereof. The minute books of WGE are current as required by law, contain the minutes of all meetings of the WGE Board and its stockholders from its date of incorporation to the date of this Agreement, and adequately reflect all material actions taken by the WGE Board and its stockholders. WGE is not in violation of any of the provisions of the WGE Charter Documents.

Section 2.2 Capitalization of WGE.

A. The authorized capital stock of WGE consists of: (i) 1,000,000,000 shares of common stock, par value \$0.001, of which 15,301,413 shares of common stock are issued and outstanding immediately prior to the Share Exchange; and (ii) 51 shares of preferred stock, par value \$0.001 of which no shares are issued and outstanding. There are no outstanding warrants, options or other securities convertible into common stock and no agreements have been entered into to issue such securities. The Company has not granted to any person any registration rights or preemptive rights.

B. All of the issued and outstanding shares of common stock of WGE immediately prior to this Share Exchange are, and all shares of common stock of WGE when issued in accordance with the terms hereof will be, duly authorized, validly issued, fully paid and non-assessable, will have been issued in compliance with all applicable U.S. federal and state securities laws and state corporate laws, and will have been issued free of preemptive rights of any security holder. The issuance of all of the shares of WGE described in this Section 2.2 have been, or will be, as applicable, in compliance with U.S. federal and state securities laws and state corporate laws and no stockholder of WGE has any right to rescind or bring any other claim against WGE for failure to comply with the Securities Act, or state securities laws.

Section 2.3 Outstanding Agreements. WGE is not a party to any material agreements.

Section 2.4 Authorization, Validity and Enforceability of Agreements. WGE has all corporate power and authority to execute and deliver this Agreement and all agreements, instruments and other documents to be executed and delivered in connection with the transactions contemplated by this Agreement (collectively the “**Agreements**”) to perform its obligations hereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of the Agreements by WGE and the consummation by WGE of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action of WGE, and no other corporate proceedings on the part of WGE are necessary to authorize the Agreements or to consummate the transactions contemplated hereby and thereby. The Agreements constitute the valid and legally binding obligation of WGE and is enforceable in accordance with its terms, except as such enforcement may be limited by general equitable principles, or by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors rights generally. WGE does not need to give any notice to, make any

filings with, or obtain any authorization, consent or approval of any government or governmental agency or other party in order for it to consummate the transactions contemplated by any of the Agreements, resulting from the issuance of the WGE Shares in connection with the Share Exchange.

Section 2.5 No Conflict or Violation. Neither the execution and delivery of the Agreements by WGE, nor the consummation by WGE of the transactions contemplated thereby will: (i) contravene, conflict with, or violate any provision of the WGE Charter Documents; (ii) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, court, administrative panel or other tribunal to which WGE is subject; (iii) conflict with, result in a breach of, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which WGE is a party or by which it is bound, or to which any of its assets or properties are subject; or (iv) result in or require the creation or imposition of any encumbrance of any nature upon or with respect to any of WGE's assets, including without limitation, the WGE Shares.

Section 2.6 Litigation. There is no action, suit, proceeding or investigation ("Action") pending or, to the knowledge of WGE, currently threatened against WGE or any of its affiliates, that may affect the validity of this Agreement or the right of WGE to enter into this Agreement or to consummate the transactions contemplated hereby or thereby. There is no Action pending or, to the knowledge of WGE, currently threatened against WGE or any of its affiliates, before any court or by or before any governmental body or any arbitration board or tribunal, nor is there any judgment, decree, injunction or order of any court, governmental department, commission, agency, instrumentality or arbitrator against or relating to WGE or any of its affiliates. Neither WGE nor any of its affiliates is a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality with the exception of the current Court Orders (1) an injunction against all prior involved parties and the corporation itself and (2) the Re-appointment of a Receiver in Nevada's 8th Judicial District. There is no Action by WGE or any of its affiliates currently pending or which WGE or any of its affiliates intends to initiate.

Section 2.7 Compliance with Laws. WGE has been and is in compliance with, and has not received any notice of any violation of any, applicable law, order, ordinance, regulation or rule of any kind whatsoever, including without limitation the Securities Act, the Exchange Act, the applicable rules and regulations of the SEC or the applicable securities laws and rules and regulations of any state.

Section 2.8 Financial Statements. WGE's financial statements (the "**Financial Statements**") fairly present the financial condition and operating results of WGE as of the dates, and for the periods, indicated therein, subject to normal year-end audit adjustments. WGE has no material liabilities (contingent or otherwise). WGE is not a guarantor or indemnitor of any indebtedness of any other person, entity or organization.

Section 2.9 Books, Financial Records and Internal Controls. All the accounts, books, registers, ledgers, WGE Board minutes and financial and other records of whatsoever kind of WGE have been fully, properly and accurately kept and completed; there are no material inaccuracies or discrepancies of any kind contained or reflected therein; and they give and reflect a true and fair view of the financial, contractual and legal position of WGE. WGE maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate actions are taken with respect to any differences.

Section 2.10 No Disagreements with Accountants and Lawyers. There are no disagreements of any kind presently existing, or anticipated by WGE to arise, between WGE and any accountants and/or lawyers formerly or presently engaged by WGE. WGE is current with respect to fees owed to its accountants and lawyers.

Section 2.11 Absence of Undisclosed Liabilities. Except as specifically disclosed herein: (A) there has been no event, occurrence or development that has resulted in or could result in a Material Adverse Effect; (B) WGE has not incurred any liabilities, obligations, claims or losses, contingent or otherwise, including debt obligations, other than professional fees to be paid prior to Closing; (C) WGE has not declared or made any dividend or distribution of cash or property to its shareholders, purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock, or issued any equity securities other than with respect to transactions contemplated hereby; (D) WGE has not made any loan, advance or capital contribution to or investment in any person or entity; (E) WGE has not discharged or satisfied any lien or encumbrance or paid any obligation or liability (absolute or contingent), other than current liabilities paid in the ordinary course of business; (F) WGE has not suffered any losses or waived any rights of material value, whether or not in the ordinary course of business, or suffered the loss of any material amount of prospective business; and (G) except for the Share Exchange, WGE has not entered into any transaction other than in the ordinary course of business, or entered into any other material transaction, whether or not in the ordinary course of business.

Section 2.12 No Undisclosed Events or Circumstances. No event or circumstance has occurred or exists with respect to WGE or its respective business, prospects, operations or financial condition, which, under applicable law, rule or regulation, requires public disclosure or announcement by WGE but which has not been so publicly announced or disclosed. WGE has not provided to Far East, or the Far East Shareholders, any material non-public information or other information which, according to applicable law, rule or regulation, was required to have been disclosed publicly by WGE but which has not been so disclosed, other than with respect to the transactions contemplated by this Agreement and/or the Share Exchange.

Section 2.13 Disclosure. This Agreement and any certificate attached hereto or delivered in accordance with the terms hereof by or on behalf of WGE or the WGE Shareholders in connection with the transactions contemplated by this Agreement, when taken together, do not

contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained herein and/or therein not misleading.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF FAR EAST

Far East represents, warrants and agrees that all of the statements in the following subsections of this Article III, pertaining to Far East, are true and complete as of the date hereof.

Section 3.1 Incorporation. Far East is a company duly incorporated, validly existing, and in good standing under the laws of the British Virgin Islands and has the corporate power and is duly authorized under all applicable laws, regulations, ordinances, and orders of public authorities to carry on its business in all material respects as it is now being conducted. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any provision of Far East's Articles of Incorporation or Bylaws, or similar documents. Far East has taken all actions required by law, its Articles of Incorporation or Bylaws, or otherwise to authorize the execution and delivery of this Agreement. Far East has full power, authority, and legal capacity and has taken all action required by law, its Articles of Incorporation or Bylaws, and otherwise to consummate the transactions herein contemplated.

Section 3.2 Authorized Shares. The authorized capital stock of Far East consists of: (i) 30,000 shares of common stock, par value \$1.00, of which 100 shares of common stock are issued and outstanding immediately prior to the Share Exchange. The issued and outstanding shares are validly issued, fully paid, and non-assessable and not issued in violation of the preemptive or other rights of any person. As of the date of this Agreement, there are no outstanding and unexercised warrants or Far East's Preferred Stock.

Section 3.3 Subsidiaries and Predecessor Corporations. Far East has no subsidiaries or predecessor corporations.

Section 3.4 Financial Statements. Far East has kept all books and records since inception and such financial statements are true and accurate and present fairly as of their respective dates the financial condition of Far East.

Section 3.5 Information. The information concerning Far East set forth in this Agreement is complete and accurate in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to make the statements made, in light of the circumstances under which they were made, not misleading.

Section 3.6 Absence of Certain Changes or Events. As of the date of this Agreement, (a) there has not been any material adverse change in the business, operations, properties, assets, or condition (financial or otherwise) of Far East; and (b) Far East has not: (i) declared or made, or agreed to declare or make, any payment of dividends or distributions of any assets of any kind whatsoever to stockholders or purchased or redeemed, or agreed to purchase or redeem, any of its shares; (ii) made any material change in its method of management, operation or accounting; (iii) entered into any other material transaction other than in the ordinary course of its business; or (iv) made any increase in or adoption of any profit sharing, bonus, deferred compensation,

insurance, pension, retirement, or other employee benefit plan, payment, or arrangement made to, for, or with its officers, directors, or employees.

Section 3.7 Litigation and Proceedings. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of Far East after reasonable investigation, threatened by or against Far East or affecting Far East or its properties, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. Far East does not have any knowledge of any material default on its part with respect to any judgment, order, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality.

Section 3.8 No Conflict With Other Instruments. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the breach of any term or provision of, constitute a default under, or terminate, accelerate or modify the terms of any indenture, mortgage, deed of trust, or other material agreement, or instrument to which Far East is a party or to which any of its assets, properties or operations are subject.

Section 3.9 Compliance With Laws and Regulations. To the best of its knowledge, Far East has complied with all applicable statutes and regulations, except to the extent that noncompliance would not materially and adversely affect the business, operations, properties, assets, or condition of Far East or except to the extent that noncompliance would not result in the occurrence of any material liability for Far East. This compliance includes, but is not limited to, the filing of all reports to date with federal and state securities authorities.

Section 3.10 Approval of Agreement. The Board of Directors of Far East has authorized the execution and delivery of this Agreement by Far East and has approved this Agreement and the transactions contemplated hereby.

Section 3.11 Valid Obligation. This Agreement and all agreements and other documents executed by Far East in connection herewith constitute the valid and binding obligation of Far East, enforceable in accordance with its or their terms, except as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and subject to the qualification that the availability of equitable remedies is subject to the discretion of the court before which any proceeding therefore may be brought.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF Far East SHAREHOLDERS

Each of the Far East Shareholders hereby severally and not jointly represent and warrant to WGE:

Section 4.1 Authority. Each Far East Shareholder has the right, power, authority and capacity to execute and deliver this Agreement to which such Far East Shareholder is each a party, to consummate the transactions contemplated by this Agreement, and to perform such Far East Shareholders' obligations under this Agreement. This Agreement has been duly and validly authorized and approved, executed and delivered by such Far East Shareholders. Assuming this Agreement has been duly and validly authorized, executed and delivered by the parties thereto other than such Far East Shareholders, this Agreement is duly authorized, executed and delivered

by such Far East Shareholders and constitutes the legal, valid and binding obligations of such Far East Shareholders, enforceable against such Far East Shareholders in accordance with their respective terms, except as such enforcement is limited by general equitable principles, or by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors rights generally.

Section 4.2 No Conflict. Neither the execution or delivery by such Far East Shareholders of this Agreement to which such Far East Shareholders are each a party nor the consummation or performance by such Far East Shareholders of the transactions contemplated hereby or thereby will, directly or indirectly, (a) contravene, conflict with, or result in a violation of any provision of the organizational documents of such Far East Shareholders (if any of such Far East Shareholders is not a natural person); (b) contravene, conflict with, constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or acceleration of, any agreement or instrument to which any of such Far East Shareholders is a party or by which the properties or assets of such Far East Shareholders is bound; or (c) contravene, conflict with, or result in a violation of, any law or order to which any of such Far East Shareholders, or any of the properties or assets of such Far East Shareholders, may be subject.

Section 4.3 Litigation. There is no pending Action against such Far East Shareholders that involves the Far East Shares or that challenges, or may have the effect of preventing, delaying or making illegal, or otherwise interfering with, any of the transactions contemplated by this Agreement or the business of Far East and, to the knowledge of such Far East Shareholders, no such Action has been threatened, and no event or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such Action.

Section 4.4 Ownership of Shares. Such Far East Shareholders are both the record and beneficial owners of the Far East Shares. Such Far East Shareholders are not the record or beneficial owners of any other shares of Far East. Such Far East Shareholders have and shall transfer at the Closing, good and marketable title to the Far East Shares, free and clear of all liens, claims, charges, encumbrances, pledges, mortgages, security interests, options, rights to acquire, proxies, voting trusts or similar agreements, restrictions on transfer or adverse claims of any nature whatsoever, excepting only restrictions on future transfers imposed by applicable law.

Section 4.5 Pre-emptive Rights. Such Far East Shareholders have no pre-emptive rights or any other rights to acquire any shares of Far East that have not been waived or exercised.

ARTICLE V

CONDITIONS TO OBLIGATIONS OF THE FAR EAST SHAREHOLDERS

The obligations of Far East to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived by Far East or the Far East Shareholders, as the case may be, in their sole discretion:

Section 5.1 Representations and Warranties of WGE. All representations and warranties made by WGE in this Agreement shall be true and correct in all material respects on and as of the Closing Date.

Section 5.2 Agreements and Covenants. WGE shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with on or prior to the Closing Date.

Section 5.3 Consents and Approvals. All consents, waivers, authorizations and approvals of any governmental or regulatory authority, domestic or foreign, and of any other person, firm or corporation, required in connection with the execution, delivery and performance of this Agreement shall be in full force and effect on the Closing Date.

Section 5.4 No Violation of Orders. No preliminary or permanent injunction or other order issued by any court or governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any government or governmental or regulatory authority, which declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated hereby, or which materially and adversely affects the assets, properties, operations, prospects, net income or financial condition of WGE shall be in effect; and no action or proceeding before any court or governmental or regulatory authority, domestic or foreign, shall have been instituted or threatened by any government or governmental or regulatory authority, domestic or foreign, or by any other person or entity, which seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or which challenges the validity or enforceability of this Agreement.

Section 5.5 Documents. WGE must have caused the following documents to be delivered to Far East:

- A. share certificates evidencing the WGE Shares registered in the name of the Far East Shareholders;
- B. this Agreement duly executed;
- C. such other documents as Far East or the Far East Shareholders may reasonably request for the purpose of (A) evidencing the accuracy of any of the representations and warranties of WGE, (B) evidencing the performance of, or compliance by WGE with any covenant or obligation required to be performed or complied with by WGE, (C) evidencing the satisfaction of any condition referred to in this Article V, or (D) otherwise facilitating the consummation or performance of any of the transactions contemplated by this Agreement.

Section 5.6 No Material Adverse Effect. There shall not have been any event, occurrence or development that has resulted in or could result in a Material Adverse Effect on or with respect to WGE.

Section 5.7 Additional Issuance. Concurrently with the Closing, WGE shall issue an aggregate of 6,000,000 shares (the “Additional Issuance”) to certain parties in connection with certain advisory services.

Section 5.8 No Assets, Liabilities or Agreements. As of the Closing, WGE shall have no assets, liabilities of any nature nor any contractual or other obligations to the knowledge of WGE.

ARTICLE VI CONDITIONS TO OBLIGATIONS OF WGE

The obligations of WGE to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived by WGE in its sole discretion:

Section 6.1 Representations and Warranties of Far East and the Far East Shareholders. All representations and warranties made by Far East and the Far East Shareholders on behalf of themselves individually in this Agreement shall be true and correct on and as of the Closing Date.

Section 6.2 Agreements and Covenants. Far East and the Far East Shareholders shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by each of them on or prior to the Closing Date.

Section 6.3 Consents and Approvals. All consents, waivers, authorizations and approvals of any governmental or regulatory authority, domestic or foreign, and of any other person, firm or corporation, required in connection with the execution, delivery and performance of this Agreement, shall have been duly obtained and shall be in full force and effect on the Closing Date.

Section 6.4 No Violation of Orders. No preliminary or permanent injunction or other order issued by any court or other governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any government or governmental or regulatory authority, domestic or foreign, that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated hereby, or which materially and adversely affects the assets, properties, operations, prospects, net income or financial condition of Far East shall be in effect; and no action or proceeding before any court or government or regulatory authority, domestic or foreign, shall have been instituted or threatened by any government or governmental or regulatory authority, domestic or foreign, or by any other person or entity, which seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or which challenges the validity or enforceability of this Agreement.

Section 6.5 Documents. Far East and the Far East Shareholders must deliver to WGE at the Closing:

A. this Agreement to which the Far East and the Far East Shareholders are each a party, duly executed; and

B. such other documents as WGE may reasonably request for the purpose of (A) evidencing the accuracy of any of the representations and warranties of Far East and the Far East

Shareholders, (B) evidencing the performance of, or compliance by Far East and the Far East Shareholders with, any covenant or obligation required to be performed or complied with by Far East and the Far East Shareholders, as the case may be, (C) evidencing the satisfaction of any condition referred to in this Article VI, or (D) otherwise facilitating the consummation or performance of any of the transactions contemplated by this Agreement.

Section 6.6 No Claim Regarding Stock Ownership or Consideration. There must not have been made or threatened by any person, any claim asserting that such person (a) is the holder of, or has the right to acquire or to obtain beneficial ownership of the Far East Shares, or any other stock, voting, equity, or ownership interest in, Far East, or (b) is entitled to all or any portion of the WGE Shares.

Section 6.7 Appointment of New Executive Officers. Immediately following the Closing and as a condition thereof, Far East's current officers and directors shall be appointed and become the new officers and directors of WGE and the current officers and directors shall present such documentation necessary to resign from any such positions held.

Section 6.8 Discharge of Receiver. Upon completion of all obligations by WGE and Far East, the Receiver shall file a motion with the Court in Nevada's 8th Judicial District noticing the Court of the business transaction, further requesting an Order of Court with the Court's acknowledgement of the business transaction and noticing the Court of the Receiver's discharge.

ARTICLE VII SURVIVAL AND INDEMNIFICATION

Section 7.1 Survival of Provisions. The respective representations, warranties, covenants and agreements of each of the parties to this Agreement (except covenants and agreements which are expressly required to be performed and are performed in full on or before the Closing Date) shall expire on the first day of the three-year anniversary of the Closing Date (the "**Survival Period**"). The right to indemnification, payment of damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of damages, or other remedy based on such representations, warranties, covenants, and obligations.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.1 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns; provided that no party shall assign or delegate any of the obligations created under this Agreement without the prior written consent of the other parties.

Section 8.2 Fees and Expenses. Except as otherwise expressly provided in this Agreement, all legal and other fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by each Party, as incurred respectively.

Section 8.3 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made if in writing and delivered personally or 7 days after being sent by registered or certified mail (postage prepaid, return receipt requested) to the parties at the following addresses:

If to the Far East Shareholders, to:

21F Tung Hip Commercial Centre
244 Des Voeux rd. Central
Hong Kong, SAR
Attention: Nils Ollquist

With a copy to (which copy shall not constitute notice):

TroyGould PC
1801 Century Park East, 16th Floor
Los Angeles, California 90067 USA
Attention: David L. Ficksman, Esq.

If to WGE, to:

Somerset Capital
Charles@charlesjvanstrompc.com
Attention: Charles Vanstrom

And to:

Somerset Capital Ltd.
Attention: Robert L. Stevens
robert@somerset.vc
387 Corona Street, Suite 555
Denver, Colorado 80218

or to such other persons or at such other addresses as shall be furnished by any party by like notice to the others, and such notice or communication shall be deemed to have been given or made as of the date so delivered or mailed. No change in any of such addresses shall be effective insofar as notices under this Section 8.3 are concerned unless notice of such change shall have been given to such other party hereto as provided in this Section 8.3.

Section 8.4 Entire Agreement. This Agreement, together with the exhibits hereto, represents the entire agreement and understanding of the parties with reference to the transactions set forth herein and no representations or warranties have been made in connection with this Agreement other than those expressly set forth herein or in the exhibits, certificates and other documents

delivered in accordance herewith. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement and all prior drafts of this Agreement, all of which are merged into this Agreement. No prior drafts of this Agreement and no words or phrases from any such prior drafts shall be admissible into evidence in any action or suit involving this Agreement.

Section 8.5 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible so as to be valid and enforceable.

Section 8.6 Titles and Headings. The Article and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

Section 8.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Fax and PDF copies shall be considered originals for all purposes.

Section 8.8 Convenience of Forum; Consent to Jurisdiction. The parties to this Agreement, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent and subject themselves to the jurisdiction of, the courts of the State of Nevada, and/or the U.S. District Court for the District of Nevada, in respect of any matter arising under this Agreement. Service of process, notices and demands of such courts may be made upon any party to this Agreement by personal service at any place where it may be found or giving notice to such party as provided in Section 8.3.

Section 8.9 Enforcement of the Agreement. The parties hereto agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereto, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 8.10 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Nevada without giving effect to the choice of law provisions thereof.

Section 8.11 Amendments and Waivers. Except as otherwise provided herein, no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any

prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent occurrence.

[REST OF PAGE DELIBERATELY LEFT BLANK]

[SIGNATURE PAGE TO SHARE EXCHANGE AGREEMENT]

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

WGE Holdings Corp. (“WGE”)

/s/ CHARLES J. VANSTROM

Name: Charles J. Vanstrom

Charles J. Vanstrom, P.C.

Title: Receiver

FAR EAST SHAREHOLDERS

/s/ JAN VERKADE

Jan Verkade

/s/ NILS OLLQUIST

Nils Ollquist

/s/ HU ZENGLI

Hu Zengli

SCHEDULE I

FAR EAST SHAREHOLDERS

Beneficial Owner	Title of Class	Amount and Nature of Beneficial Ownership (#)	Percent of Class (%)
Jan Verkade	Common	40	40%
Nils Ollquist	Common	20	20%
Hu Zengli	Common	40	40%
Total	Common	100	100%

SCHEDULE II

FAR EAST ISSUEES

Beneficial Owner	Number of Shares	Address
Jan Verkade (six certificates: 5 for 1M shares, 1 for 43.5M shares)	48.5mm	House 1, Bernard Garden, 11 Hing Keng Shek DD219, Lot 220, Sai Kung N.T. Hong Kong
Brett Morley	19.5mm	House G, Ocean View Lodge 28 Hang Hau Wing rd, Clearwater Bay rd Clearwater Bay, NT, Hong Kong SAR
West Century Investments	48.5mm	21F Tung Hip Commercial Centre 244 Des Voeux rd Central Hong Kong SAR
George Martin	38.8mm	
Nils Ollquist	38.8mm	21F Tung Hip Commercial Centre 244 Des Veoux rd Central Hong Kong SAR