

Disclosure Statement Pursuant to the Pink Basic Disclosure Guidelines

VIRATECH CORP., a Nevada Corporation

710, Damac Executive Heights, Tecom
PO BOX 487889
Dubai, UAE 00000
210.429.7737

3559 - Special Industry Machinery

Current Reporting of Material Corporate Events

As of **March 8, 2023**, the number of shares outstanding of our:

Common Stock:	1,499,338,547
Series A Preferred Stock:	9,003,773
Series B Preferred Stock:	3,500,000

For a description of the rights, preferences, and privileges of the Series A and Series B Preferred Stock please see the section captioned “Amended & Restated Articles of Incorporation” below.

Amended & Restated Articles of Incorporation.

On March 8, 2023, Viratech Corp., a Nevada corporation (the “Company”) filed a Certificate of Amendment together with Amended & Restated Articles of Incorporation (“Restated Articles”) with the Secretary of State of the State of Nevada to consolidate and clarify the previously filed Articles of Incorporation, as amended. The Restated Articles include provisions amended the Company’s total authorized shared to Three Billion (3,000,000,000), consisting of (a) Two Billion Five Hundred Million (2,500,000,000) shares of Common Stock, par value \$0.0001 per share (the “Common Stock”) and (b) Five Hundred Million (500,000,000) shares of preferred stock, par value \$0.0001 per share (the “Preferred Stock”), issuable in one or more Series as hereinafter provided. with the rights and preferences for such Preferred Stock being designated, from time to time, by the Company’s Board of Directors.

Further, the Restated Articles amended and restates the rights, preferences, and privileges of the Company’s previously designated Series A and Series B Preferred Stock. The Company is authorized to issue Ten Million (10,000,000) Series A Preferred Shared the designations, powers, preferences, rights, and restrictions granted or imposed upon the Series A Preferred Shares and holders thereof, in part, are as follows: the Series A Preferred Stock ranks senior to all other classes of stock, is convertible at a ratio of 1:50, and votes by multiplying the number of shares of Series A Preferred Stock held by such holder by 500.

Additionally, the Company is authorized to issue Ten Million (10,000,000) Series B Preferred Shares he designations, powers, preferences, rights, and restrictions granted or imposed upon the Series B Preferred Shares and holders thereof are, in part, as follows: the Series B Preferred Stock ranks junior to all other classes of Preferred Stock, is convertible at a ratio of 1:25, and votes by multiplying the number of shares of Series A Preferred Stock held by such holder by 50.

The Series A and Series B Preferred Stock carry other rights preferences and privileges customary with series of preferred stock of this nature, for additional information pertaining to the Restated Articles please see Exhibit A, hereto.

Entry Into, or Termination of, a Material Definitive Agreement, and Sales of Equity Securities.

On March 8, 2023, the Company entered into an Asset Purchase Agreement (“Purchase Agreement”), between the Company and Blackwell Properties, LLC, a Dubai limited liability company, (“Blackwell”) and Charandeep Gopishetty, an individual (“Gopishetty”) and the sole-officer, director, and shareholder of Blackwell (collectively, Blackwell and Gopishetty are hereinafter referred to as the “Seller”) pursuant to which Corporation acquired various assets from Seller in exchange for 9,000,000 restricted shares of the Company’s Series A Preferred Stock (the “Shares”) to be issued to Seller, or his assigns, concurrently with the closing of the Purchase Agreement. The Shares convert at a ratio of 1-for-50, meaning each share of Series A Preferred Stock converts into 50 shares of Common Stock, and the Shares carry voting rights equal to 500 times the number of shares of Common Stock into which shares of Series A Preferred Stock is then convertible, thus giving Seller voting control of the Company (see “Change in Control” Section below).

Additionally, each of the Company and Seller made customary representations, warranties, covenants, and indemnities in connection with the Purchase Agreement, a true and correct copy of the Purchase Agreement is attached hereto as Exhibit B.

Change in Control.

On March 7, 2023, the Company received notice of resignation from Mr. Henry Chang Manayan (“Mr. Manayan”) sole-officer and director of the Company (the “Resignation”), Mr. Manayan stated that his resignation was not the result of any disagreements between himself and the Company relating to the Company’s operations, policies, or practices.

Effective immediately upon the resignation of Mr. Manayan, the Company appointed Mr. Charandeep Gopishetty (“Mr. Gopishetty”) to serve as President, Chief Executive Officer, Treasurer, Chief Financial Officer, and Director of the Company to serve until the next annual meeting of the Company or until his respective successor is duly appointed. Mr. Gopishetty accepted the appointments, effective as of March 7, 2023.

Mr. Gopishetty has 5+ years of experience in software development using Python, HTML, CSS, JavaScript, and JQuery with strong experience in leading software development teams and managing complex software projects from start to finish. Additionally, he has excellent problem-solving skills with a strong ability to analyze complex systems and identify issues and solutions and the ability to work independently and in a team environment with excellent communication and interpersonal skills. Since, April 2021 he has been Project Lead, Cognitive Apps Software Solutions Inc., Canada where he managed the software development projects from start to finish, ensuring that they are completed on time, within budget, and to the highest quality standards. He led a team of developers, providing technical guidance, training, and support to ensure that all team members are working efficiently and effectively, working closely with clients to understand their requirements and develop software solutions that meet their needs. Prior to Cognitive Apps, from February 2017 - January 2021, Mr. Gopishetty was a Team Leader with Amazon, Germany, where he led software development projects, ensuring timely delivery of high-quality software products, collaborated with cross-functional teams, including product managers, designers, and quality assurance engineers, to deliver high-quality software products.

DISCLOSURE CERTIFICATION

I, Charandeep Gopishetty, certify that I have reviewed this Material Corporate Event of Viratech Corp.

/s/ Charandeep Gopishetty

By: Charandeep Gopishetty

Its: Chief Executive Officer

EXHIBIT A to Disclosure Statement Pursuant to the Pink Basic Disclosure Guidelines

**AMENDED AND
RESTATED ARTICLES
OF
INCORPORATION
OF
VIRATECH CORP.**



FRANCISCO V. AGUILAR
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of	Business Number
<i>FV Aguilar</i>	E0534042006-9
Secretary of State	Filing Number
State Of Nevada	20233012303
	Filed On
	03/08/2023 11:24:22 AM
	Number of Pages
	10

Profit Corporation:
Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390)
Certificate to Accompany Restated Articles or Amended and
Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

1. Entity information	Name of entity as on file with the Nevada Secretary of State : VIRATECH CORP. Entity or Nevada Business Identification Number (NVID) : NV20061153665
2. Restated or Amended and Restated Articles (Select one): (If amending and restating only, complete section 1, 2 and 6.)	☐ Certificate to Accompany Restated Articles or Amended and Restated Articles ☐ Restated Articles - No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on: _____ The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificate. ☐ Amended and Restated Articles * Restated or Amended and Restated Articles must be included with this filing type.
3. Type of amendment filing being completed: (Select only one box): (If amending, complete section 1,3,5 and 6.)	☐ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.380 - Before Issuance of Stock) The undersigned declare that they constitute at least two-thirds of the following: (Check only one box) ☐ incorporators ☐ board of directors The undersigned affirmatively declare that to the date of this certificate, no stock of the corporation has been issued ☒ Certificate of Amendment to Articles of Incorporation (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock) The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: _____ ☐ Officer's Statement (foreign qualified entities only) - Name in home state, if using a modified name in Nevada: _____ Jurisdiction of formation: _____ Changes to takes the following effect: ☐ The entity name has been amended. ☐ Dissolution ☐ The purpose of the entity has been amended. ☐ Merger ☐ The authorized shares have been amended. ☐ Conversion ☐ Other: (specify changes) _____ _____ * Officer's Statement must be submitted with either a certified copy of or a certificate evidencing the filing of any document, amendatory or otherwise, relating to the original articles in the place of the corporations creation.



FRANCISCO V. AGUILAR
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
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Profit Corporation:
Certificate of Amendment (PURSUANT TO NRS 78.380 & 78.385/78.390)
Certificate to Accompany Restated Articles or Amended and
Restated Articles (PURSUANT TO NRS 78.403)
Officer's Statement (PURSUANT TO NRS 80.030)

4. Effective date and Time: (Optional)

Date: **03/08/2023**

Time:

(must not be later than 90 days after the certificate is filed)

5. Information Being Changed: (Domestic corporations only)

Changes to takes the following effect:

- ☐ The entity name has been amended.
- ☐ The registered agent has been changed. (attach Certificate of Acceptance from new registered agent)
- ☐ The purpose of the entity has been amended.
- ☒ The authorized shares have been amended.
- ☐ The directors, managers or general partners have been amended.
- ☐ IRS tax language has been added.
- ☒ Articles have been added.
- ☐ Articles have been deleted
- ☐ Other.
The articles have been amended as follows: (provide article numbers, if available)

Articles Added: see submitted amended articles

(attach additional page(s) if necessary)

6. Signature:
(Required)

X Charan Deep Gopishetty

Officer

Signature of Officer, Incorporator or Authorized Signer

Title

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

Please include any required or optional information in space below:
(attach additional page(s) if necessary)

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

VIRATECH CORP.

Filed in the Office of	Business Number
<i>F. H. Aguilar</i>	E0534042006-9
Secretary of State	Filing Number
State Of Nevada	20233012303
	Filed On
	03/08/2023 11:24:22 AM
	Number of Pages
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Viratech Corp., a company incorporated under the laws of the state of Nevada on July 18, 2006, hereby amends and restates its Articles of Incorporation, to embody in one document its original articles and the subsequent amendments thereto, pursuant to Section 78.207, Section 78.390, and Section 78.403 of the Nevada Revised Statutes.

- A. The original Articles of Incorporation of the Corporation were filed with the Nevada Secretary of State on July 18, 2006, pursuant to Nevada Revised Statutes ("NRS") Chapter 78.
- B. Thereafter, from August 28, 2006, to August 16, 2012, there were a total of eight (8) Certificates of Amendment filed with the Nevada Secretary of State amending the Corporation's Articles of Incorporation.
- C. Presently, the Corporation is authorized to issue 2,000,000,000 shares of its common stock (the "Common Stock"), par value \$0.0001, and 20,000,000 shares of preferred stock (the "Preferred Stock"), par value \$0.0001. Of the Preferred Stock, the Corporation has designated 2,000,000 shares as Series A Preferred Stock ("Series A Preferred Stock"), par value \$0.0001, and 7,000,000 shares as Series B Preferred Stock ("Series B Preferred Stock"), par value \$0.0001.
- C. The following Amended and Restated Articles of Incorporation have been duly adopted in accordance with the provisions of the NRS by the Board of Directors and shareholders of the Corporation.
- D. The Corporation's existing Articles of Incorporation, as amended, are hereby amended and restated in their entirety to read as follows:

ARTICLE I – NAME

- 1.1 Name. The name of the corporation is **Viratech Corp.**

ARTICLE II – DURATION

- 2.1 Duration. The Corporation shall continue in existence perpetually unless sooner dissolved according to law.

ARTICLE III – PURPOSE; REGISTERED AGENT

- 3.1 Purpose. The purpose for which the Corporation is organized is to engage in any lawful activity within or outside of the State of Nevada.

- 3.2 Corporate Offices. The Corporation may also maintain offices at such other places within or outside of the State of Nevada as it may from time to time determine. Corporate business of every kind and nature may be conducted, and meetings of directors and shareholders may be held outside the State of Nevada with the same effect as if held in the State of Nevada.

- 3.3 Registered Agent. The address, including street, number, city, and county, of the registered office of the Corporation in the State of Nevada is 429 W. Plumb Lane, Reno, Nevada, USA, and the name of the registered agent of the Corporation in the State of Nevada at such address is FRED V. SCHIEMANN. The Corporation hereby designates FRED V. SCHIEMANN to accept service of process within the State of Nevada on behalf of the Corporation.

ARTICLE IV – BOARD OF DIRECTORS

- 4.1 Board of Directors. The Board of Directors of the Corporation shall consist of such number of persons, not less than one, as shall be determined in accordance with the bylaws from time to time.

ARTICLE V - CAPITAL STOCK

5.1 Authorized Capital Stock. The aggregate number of shares which this Corporation shall have authority to issue is Three Billion (3,000,000,000) shares, consisting of (a) Two Billion Five Hundred Million (2,500,000,000) shares of Common Stock, par value \$0.0001 per share (the "Common Stock") and (b) Five Hundred Million (500,000,000) shares of preferred stock, par value \$0.0001 per share (the "Preferred Stock"), issuable in one or more Series as hereinafter provided. A description of the classes of shares and a statement of the relative rights, voting power, and preferences granted to, and restrictions imposed upon the shares of each Series are as follows:

5.2 Common Stock. Each share of Common Stock shall have, for all purposes, one (1) vote per share. Subject to the preferences applicable to Preferred Stock outstanding at any time, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, property or shares of stock of the Corporation as may be declared thereon by the Board of Directors from time to time out of assets or funds of the Corporation legally available, therefore. The holders of Common Stock issued and outstanding have and possess the right to receive notice of shareholders' meetings and to vote upon the election of directors or upon any other matter as to which approval of the outstanding shares of Common Stock or approval of the common shareholders is required or requested.

5.3 Preferred Stock. The Shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors is authorized, by resolution adopted and filed in accordance with law, to provide for the issue of such series of shares of Preferred Stock. Each series of shares of Preferred Stock:

- (a) may have such voting powers, full or limited, or may be without voting powers;
- (b) may be subject to redemption at such time or times and at such prices as determined by the Board of Directors;
- (c) may be entitled to receive dividends (which may be cumulative or non-cumulative) at such rate or rates, on such conditions and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or series of stock;
- (d) may have such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation;
- (e) may be made convertible into, or exchangeable for, shares of any other class or classes or of any other series of the same or any other class or classes of stock of the Corporation or such other corporation or other entity at such price or prices or at such rates of exchange and with such adjustments;
- (f) may be entitled to the benefit of a sinking fund to be applied to the purchase or redemption of shares of such series in such amount or amounts;
- (g) may be entitled to the benefit of conditions and restrictions upon the creation of indebtedness of the Corporation or any subsidiary, upon the issue of any additional shares (including additional shares of such series or of any other series) and upon the payment of dividends or the making of other distributions on, and the purchase, redemption or other acquisition by the Corporation or any subsidiary of, any outstanding shares of the Corporation; and
- (h) may have such other relative, participating, optional or other special rights, qualifications, limitations, or restrictions thereof, in each case as shall be stated in said resolution or resolutions providing for the issue of such shares of Preferred Stock. Shares of Preferred Stock of any series that have been redeemed or repurchased by the Corporation (whether through the operation of a sinking fund or otherwise) or that, if convertible or exchangeable, have been converted or exchanged in accordance with their terms shall be retired and have the status of authorized and unissued shares of Preferred Stock of the same Series And may be reissued as a part of the series of which they were originally a part or may, upon the filing of an appropriate certificate with the Secretary of State of the State of Nevada be reissued as part of a new series of shares of Preferred Stock to be created by resolution or resolutions of the Board of Directors or as part of any other series of shares of Preferred Stock, all subject to the conditions or restrictions on issuance set forth in the resolution or resolutions adopted by the Board of Directors providing for the issue of any series of shares of Preferred Stock.

5.4 Series A Preferred Shares. The total number of shares of Series A Preferred Shares this Corporation is authorized to issue is Ten Million (10,000,000), with a stated par value of \$0.0001 per share. The

designations, powers, preferences, rights, and restrictions granted or imposed upon the Series A Preferred Shares and holders thereof are as follows:

5.4.1 Liquidation Preference.

(a) Priority. In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Company to the holders of any Junior Stock by reason of their ownership of such stock an amount per share for each share of Series A Preferred Stock held by them equal to the sum of the Liquidation Preference. If upon the liquidation, dissolution, or winding up of the Company, the assets of the Company legally available for distribution to the holders of the Series A Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section then the entire remaining assets of the Company legally available for distribution shall be distributed with equal priority and pro rata among the holders of the Series A Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section.

(b) Remaining Assets. After the payment to the holders of Series A Preferred Stock of the full preferential amounts specified above, the entire remaining assets of the Company legally available for distribution by the Company shall be distributed with equal priority and pro rata among the holders of the Junior Stock in proportion to the number of shares of Junior Stock, and the terms of such Junior stock, held by them.

(c) Valuation of Non-Cash Consideration. If any assets of the Company distributed to shareholders in connection with any liquidation, dissolution, or winding up of the Company are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors. In the event of a merger or other acquisition of the Company by another entity, the Distribution date shall be deemed to be the date such transaction closes.

5.4.2 Conversion Ratio. The "Conversion Ratio" per share of the Series A Preferred Stock in connection with any Conversion shall be at a ratio of 1:50, meaning every (1) one Series A Preferred Share shall convert into 50 shares of Common Stock of the Company (the "Conversion"). Holders of Series A Preferred Shares shall have the right, exercisable at any time and from time to time (unless otherwise prohibited by law, rule, or regulation), to convert any or all their shares of the Series A Preferred Shares into Common Stock at the Conversion Ratio.

(a) Taxes. The Company shall not be required to pay any tax which may be payable in respect to any transfer involved in the issue and delivery of shares of Common Stock upon conversion in a name other than that in which the shares of the Series A Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the person requesting such issue or delivery has paid to the Company the amount of any such tax, or has established, to the satisfaction of the Company, that such tax has been paid. The Company shall withhold from any payment due whatsoever in connection with the Series A Preferred Stock any and all required withholdings and/or taxes the Company, in its sole discretion deems reasonable or necessary, absent an opinion from holder's accountant or legal counsel, acceptable to the Company in its sole determination, that such withholdings and/or taxes are not required to be withheld by the Company.

(b) Fractional Shares. If any Conversion of Series A Preferred Stock would result in the issuance of a fractional share of Common Stock (aggregating all shares of Series A Preferred Stock being converted pursuant to each Conversion), such fractional share shall be rounded up to the nearest whole share and the holder shall be entitled to receive, in lieu of the final fraction of a share, one additional whole share of Common Stock.

(c) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the Company will within a reasonable time period make a good faith effort to take such corporate action as may, in

the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(d) Effect of Conversion. On any conversion date, all rights of any holder with respect to the shares of the Series A Preferred Stock so converted, including the rights, if any, to receive distributions of the Company's assets (including, but not limited to, the Liquidation Preference) or notices from the Company, will terminate, except only for the rights of any such holder to receive certificates (if applicable) for the number of shares of Common Stock into which such shares of the Series A Preferred Stock have been converted.

5.4.3 Voting. The holder of each share of Series A Preferred Stock shall have such number of votes as is determined by multiplying (a) the number of shares of Series A Preferred Stock held by such holder; and (b) by 500. Such voting calculation is hereby authorized by the Company and the Company acknowledges such calculation may result in the total number of possible votes cast by the Series A Holders and all other classes of the Company's common stock in any given voting matter exceeding the total aggregate number of shares which this Company shall have authority to issue. With respect to any shareholder vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the Bylaws of this Corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. The holders of Series A Preferred Stock shall vote together with all other classes and series of common and preferred stock of the Company as a single class on all actions to be taken by the Common Stock shareholders of the Company, except to the extent that voting as a separate class or series is required by law. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Series A Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

5.4.4 Redemption. The Series A Preferred Stock shall have no redemption rights.

5.4.5 Protective Provisions. In addition to any other rights provided by law, at any time any shares of Series A Preferred Stock are outstanding, as a legal party in interest, the Company, through action directly initiated by the Company's Board of Directors or indirectly initiated by the Company's Board of Directors through judicial action or process, including any action by the shareholders of the Company's Common Stock, shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, take any of the following actions without first obtaining the affirmative written consent of 100% of the Series A holders:

(a) Increase or decrease (other than by redemption or conversion) the total number of authorized shares of Series A Preferred Stock;

(b) Effect an exchange, reclassification, or cancellation of all or a part of the Series A Preferred Stock, but excluding a stock split or reverse stock split of the Company's Common Stock or Preferred Stock;

(c) Effect an exchange, or create a right of exchange, of all or part of the shares of another class of shares into shares of Series A Preferred Stock;

(d) Alter or change the rights, preferences, or privileges of the shares of Series A Preferred Stock so as to affect adversely the shares of such series, including the rights set forth herein;

(e) Amend, alter, or repeal any provision of the Articles of Incorporation or Bylaws of the Company; or,

(f) Designate any new class of preferred stock, nor sell or issue in any way, shape or form, any additional shares of preferred stock other than shares in those classes of preferred stock already so designated as of the date hereof, including but not limited to, any shares of preferred stock which are, as of the date hereof authorized but of which no shares are issued or outstanding.

For clarification, issuances of additional authorized shares of Series A Preferred under the terms herein shall not require the authorization or approval of the existing shareholders of any other class of preferred Stock.

5.5 Series B Preferred Shares. The total number of shares of Series B Preferred Shares this Corporation is authorized to issue is Ten Million (10,000,000), with a stated par value of \$0.0001 per share. The designations, powers, preferences, rights, and restrictions granted or imposed upon the Series B Preferred Shares and holders thereof are as follows:

5.5.1 Liquidation Preference.

(a) Priority. The Series B Preferred Stock shall rank junior to the Series A Preferred Stock with respect to the payment of dividends, the distribution of assets upon liquidation, dissolution, or winding up.

(b) Remaining Assets. After the payment to the holders of Series B Preferred Stock of the full preferential amounts specified above, the entire remaining assets of the Company legally available for distribution by the Company shall be distributed with equal priority and pro rata among the holders of the Junior Stock in proportion to the number of shares of Junior Stock, and the terms of such Junior stock, held by them.

(c) Valuation of Non-Cash Consideration. If any assets of the Company distributed to shareholders in connection with any liquidation, dissolution, or winding up of the Company are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors. In the event of a merger or other acquisition of the Company by another entity, the Distribution date shall be deemed to be the date such transaction closes.

5.5.2 Conversion Ratio. The "Conversion Ratio" per share of the Series B Preferred Stock in connection with any Conversion shall be at a ratio of 1:25, meaning every (1) one Series B Preferred Share shall convert into 25 shares of Common Stock of the Company (the "Conversion"). Holders of Series B Preferred Shares shall have the right, exercisable at any time and from time to time (unless otherwise prohibited by law, rule, or regulation), to convert any or all their shares of the Series B Preferred Shares into Common Stock at the Conversion Ratio.

(a) Taxes. The Company shall not be required to pay any tax which may be payable in respect to any transfer involved in the issue and delivery of shares of Common Stock upon conversion in a name other than that in which the shares of the Series B Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the person requesting such issue or delivery has paid to the Company the amount of any such tax, or has established, to the satisfaction of the Company, that such tax has been paid. The Company shall withhold from any payment due whatsoever in connection with the Series B Preferred Stock any and all required withholdings and/or taxes the Company, in its sole discretion deems reasonable or necessary, absent an opinion from holder's accountant or legal counsel, acceptable to the Company in its sole determination, that such withholdings and/or taxes are not required to be withheld by the Company.

(b) Fractional Shares. If any Conversion of Series B Preferred Stock would result in the issuance of a fractional share of Common Stock (aggregating all shares of Series B Preferred Stock being converted pursuant to each Conversion), such fractional share shall be rounded up to the nearest whole share and the holder shall be entitled to receive, in lieu of the final fraction of a share, one additional whole share of Common Stock.

(c) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Series B Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Series B Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series B Preferred Stock, the Company will within a reasonable time period make a good faith effort to take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(d) Effect of Conversion. On any conversion date, all rights of any holder with respect to the shares of the Series B Preferred Stock so converted, including the rights, if any, to receive distributions of the Company's assets (including, but not limited to, the Liquidation Preference) or notices from the Company, will terminate, except only for the rights of any such holder to receive certificates (if applicable) for the number of shares of Common Stock into which such shares of the Series B Preferred Stock have been converted.

5.5.3 Voting. The holder of each share of Series B Preferred Stock shall have such number of votes as is determined by multiplying (a) the number of shares of Series B Preferred Stock held by such holder; and (b) by 50. Such voting calculation is hereby authorized by the Company and the Company acknowledges such calculation may result in the total number of possible votes cast by the Series B Holders and all other classes of the Company's common stock in any given voting matter exceeding the total aggregate number of shares which this Company shall have authority to issue. With respect to any shareholder vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the Bylaws of this Corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. The holders of Series B Preferred Stock shall vote together with all other classes and series of common and preferred stock of the Company as a single class on all actions to be taken by the Common Stock shareholders of the Company, except to the extent that voting as a separate class or series is required by law. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Series B Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

5.5.4 Redemption. The Series B Preferred Stock shall have no redemption rights.

5.5.5 Protective Provisions. In addition to any other rights provided by law, at any time any shares of Series B Preferred Stock are outstanding, as a legal party in interest, the Company, through action directly initiated by the Company's Board of Directors or indirectly initiated by the Company's Board of Directors through judicial action or process, including any action by the shareholders of the Company's Common Stock, shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, take any of the following actions without first obtaining the affirmative written consent of 100% of the Series B holders:

(a) Increase or decrease (other than by redemption or conversion) the total number of authorized shares of Series B Preferred Stock;

(b) Effect an exchange, reclassification, or cancellation of all or a part of the Series B Preferred Stock, but excluding a stock split or reverse stock split of the Company's Common Stock or Preferred Stock;

(c) Effect an exchange, or create a right of exchange, of all or part of the shares of another class of shares into shares of Series B Preferred Stock;

(d) Alter or change the rights, preferences, or privileges of the shares of Series B Preferred Stock so as to affect adversely the shares of such series, including the rights set forth herein;

(e) Amend, alter, or repeal any provision of the Articles of Incorporation or Bylaws of the Company; or,

(f) Designate any new class of preferred stock, nor sell or issue in any way, shape or form, any additional shares of preferred stock other than shares in those classes of preferred stock already so designated as of the date hereof, including but not limited to, any shares of preferred stock which are, as of the date hereof authorized but of which no shares are issued or outstanding.

For clarification, issuances of additional authorized shares of Series B Preferred under the terms herein shall not require the authorization or approval of the existing shareholders of any other class of preferred Stock.

PROVIDED, HOWEVER, that the Company may, by any means authorized by law and without any vote of the holders of shares of the Series A and Series B Preferred Stock, make technical, corrective, administrative or similar changes that do not, individually or in the aggregate, adversely affect the rights or preferences of the Holders of shares of the Series A and Series B Preferred Stock. The Company may also designate and issue additional series of preferred stock from time to time in the sole discretion of the Company's Board of Directors, which such rights, privileges, preferences, and limitations shall be determined by the Company's Board of Directors in its sole discretion, and which designations and issuances shall not require the approval of the holders of the Series A and Series B Preferred Stock.

ARTICLE VI - NO FURTHER ASSESSMENTS

6.1 Further Assessments. The capital stock, after the amount of the subscription price determined by the Board of Directors has been paid in money, property, or services, as the Directors shall determine, shall be subject to no further assessment to pay the debts of the Corporation, and no stock issued as fully paid up shall ever be assessable or assessed, and these Articles of Incorporation shall not and cannot be amended, regardless of the vote therefore, so as to amend, modify or rescind this Article 6.

ARTICLE VII - NO PREEMPTIVE RIGHTS

7.1 Preemptive Rights. Except as otherwise set forth herein, none of the shares of the Corporation shall carry with them any preemptive right to acquire additional or other shares of the Corporation and no holder of any stock of the Corporation shall be entitled, as of right, to purchase or subscribe for any part of any unissued shares of stock of the Corporation or for any additional shares of stock, of any class or series, which may at any time be issued, whether now or hereafter authorized, or for any rights, options, or warrants to purchase or receive shares of stock or for any bonds, certificates of indebtedness, debentures, or other securities.

ARTICLE VIII - NO CUMULATIVE VOTING

8.1 Cumulative Voting. There shall be no cumulative voting of shares.

ARTICLE IX - ELECTION NOT TO BE GOVERNED BY PROVISIONS OF NRS 78.411 TO 78.444

9.1 NRS Election. The Corporation, pursuant to NRS 78.434, hereby elects not to be governed by the provisions of NRS 78.411 to 78.444, inclusive.

ARTICLE X - INDEMNIFICATION OF OFFICERS AND DIRECTORS

10.1 Indemnification of Officers and Directors. The Corporation shall indemnify its directors, officers, employees, fiduciaries, and agents to the fullest extent permitted under the Nevada Revised Statutes.

10.2 Indemnification Rights. Every person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person for whom he is the legal representative is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the State of Nevada from time to time against all expenses, liability and loss (including attorney's fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right that may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any By-Law, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

10.3 Changes to Indemnification Rights; Insurance. Without limiting the application of the foregoing, the Board of Directors may adopt By-Laws from time to time with respect to indemnification to provide at all times the fullest indemnification permitted by the law of the State of Nevada and may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

10.4 Exemption for Private Property. The private property of the Stockholders, Directors and Officers shall not be subject to the payment of corporate debts to any extent whatsoever.

10.5 No Personal Liability. No director, officer or shareholder shall have any personal liability to the Corporation or its stockholders for damages for breach of fiduciary duty as a director or officer, except that this provision does not eliminate nor limit in any way the liability of a director or officer for:

- (a) Acts or omissions which involve intentional misconduct, fraud, or a knowing violation of law; or
- (b) The payment of dividends in violation of Nevada Revised Statutes (N.R.S.) 78.300.

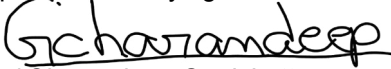
ARTICLE XI - AMENDMENT OF ARTICLES OF INCORPORATION

11.1 Amendments. The Articles of Incorporation of the Corporation may be amended from time to time by a majority vote of all shareholders voting by written ballot in person or by proxy held at any general or special meetings of shareholders upon lawful notice.

E. The foregoing Amended and Restated Articles of Incorporation have been duly approved by the Board of Directors in accordance with Section 78.207, Section 78.390, and Section 78.403 of the Nevada Revised Statutes.

F. The foregoing Amended and Restated Articles of Incorporation have been duly approved by the required written consent of Shareholders in accordance with Sections 78.209 and 78.390 of the NRS. The number of shares voting in favor of the Amended and Restated Articles of Incorporation were 3,525,000,000 shares, representing 65.56% of the issued and outstanding voting stock of the Corporation. The percentage of vote required was more than 50%.

The undersigned authorized officer of the Corporation has executed these Amended and Restated Articles of Incorporation, certifying that the facts herein stated are true, this 8th day of March 2023.



By: /s/ Charandeep Gopishetty

Charandeep Gopishetty, Secretary

EXHIBIT B to Disclosure Statement Pursuant to the Pink Basic Disclosure Guidelines

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of March 8, 2023 (the "Execution Date") by and among, on one hand, Viratech Corp., a Nevada corporation ("Buyer"), and Blackwell Properties, LLC, a Dubai limited liability company, ("Blackwell") and Charandeep Gopishetty, an individual ("Gopishetty") and the sole-officer, director, and shareholder of Blackwell (collectively, Blackwell and Gopishetty are hereinafter referred to as the "Seller"). Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties" to this Agreement. The capitalized terms used herein and not otherwise defined herein have the meanings given to such terms as set forth in Appendix A hereto.

RECITALS

WHEREAS, Blackwell Properties, LLC, is the alter-ego of Charandeep Gopishetty, it does not conduct any business activities and was formed specifically to hold various assets, which are used in the 20 years of experience with turnkey solutions from acquiring land to completion of projects, acquisition of buildable land in major residential areas in Dubai and the execution of exclusive MOU's with land owners in Dubai, UAE, the purchase of 3, 3-D printers for phase one of the house building project, the foregoing assets allow the Seller to stand out from the handful of competitors that will attempt to enter the 3D construction printing market of UAE (collectively, Blackwell Properties' assets, all related proprietary and non-proprietary technology, know-how, and all other facets of Seller's operations are referred to hereinafter as the "Acquired Assets"); and,

WHEREAS, upon the terms and subject to the conditions set forth herein, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain software, certifications, and other assets used in the operation of the Acquired Assets, as set forth in Section 1.1 (other than the Excluded Assets), in exchange for the consideration set forth herein, on the terms and subject to the conditions set forth herein (the "Asset Purchase"); and,

WHEREAS, Seller acknowledges that any and all rights, title and/or privilege, are being forever discharged, sold and transferred to Buyer; and,

WHEREAS, prior to Closing, Seller's management shall enter into certain agreements relating to the continued operation of the Acquired Assets and shall assume certain management and board positions with the Buyer; and,

WHEREAS, the foregoing recitals are true and accurate and express the intentions of the Parties hereto and are hereby incorporated by this reference into the Agreement; and,

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

ARTICLE I DEFINITIONS AND INTERPRETATION

1.1 Definitions and Interpretation. Unless otherwise expressly provided to the contrary in this Agreement (a) capitalized terms used herein shall have the meanings set forth in Section 1.2, unless the context otherwise requires and (b) this Agreement shall be interpreted in accordance with the provisions set forth in Section 1.3.

1.2 Definitions. Subject to Section 1.3 below, the following terms shall have the following definitions when used in the Agreement:

(1) “Acquired Assets” means all of the following assets, properties, interests and other rights of Seller to the extent that such assets, properties and rights exist as of the Closing Date: (i) all Permits; (ii) all Books and Records set forth on Schedule 1.1, to the extent transferrable under applicable Law (the “Acquired Records”); (iii) all information technology hardware set forth on Schedule 1.1; and (iv) the other assets set forth on Schedule 1.1.

(2) “Affiliate” means, as to any Party, any Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Party. For purposes of this definition, an entity shall be deemed to be “controlled by” a Person if the Person possesses, directly or indirectly, power either to (a) vote fifty percent (50%) or more of the securities (including convertible securities) of such entity having ordinary voting power or (b) direct or cause the direction of the management or policies of such entity whether by contract or otherwise; and, as to a Party who is a natural Person, such Person’s spouse, siblings and lineal descendants.

(3) “Bill of Sale, Assignment and Assumption Agreement” means the agreement substantially in the form set forth in **Exhibit A**.

(4) “Books and Records” means all books, files, papers, ledgers, correspondence, databases, information systems, programs, materials, documents and records, including, without limitation, as applicable, all records and documents relating to the Acquired Assets and the Assumed Liabilities (including, without limitation, the purchasing, sales and return materials authorization records, testing records for all the products, vendor and pricing lists, accounting, financial and business records, billing records, product documentation, inventory records, product specifications, research and development records, patent disclosures, patent files histories, manuals, marketing requirement documents, end user documentation, packaging materials, brochures, user manuals, graphics and artwork), on whatever medium.

(5) “Business Day” means any day other than a Saturday, a Sunday, or a day on which commercial banks in New York, NY are closed.

(6) “Buyer Indemnified Party” means Buyer, its Affiliates and their respective successors and assigns, and the officers, directors, employees and stockholders of Buyer and its Affiliates.

(7) “Closing” means the closing of the transactions contemplated by this Agreement.

(8) “Code” means the Internal Revenue Code of 1986, as amended.

(9) “Contract” means any note, bond, mortgage, debt instrument, security agreement, contract, license, lease, sublease, covenant, commitment, guarantee, power of attorney, proxy, indenture, purchase and sale order, or other agreement or arrangement, oral or written, to which either Party is currently a party or by which such Party or any of its respective assets or property are currently bound, including any and all amendments, waivers or other changes thereto that is used in the operation Acquired Assets.

(10) “Customer” means Seller’s clients or customers, other than Buyer.

(11) “Customer Contracts” means the Contracts between Seller and its Customers.

(12) “Damages” means all Liabilities, losses, claims, damages, causes of actions, lawsuits, administrative Proceedings (including informal Proceedings), investigations, audits, demands, assessments, adjustments, judgments, settlement payments, deficiencies, penalties, fines, Taxes, and costs and expenses (including, without limitation, reasonable and documented attorneys’ fees).

(13) “Encumbrance” means any claim, lien, pledge, assignment, option, charge, easement, license, restraint, security interest, right-of-way, encumbrance, mortgage, or other right or obligation

(including, without limitation with respect to Intellectual Property Rights, any license, covenant, release, or immunity).

(14) “Excluded Assets” means all assets, properties, or rights of Seller other than the Acquired Assets, which shall be excluded from the Acquired Assets and retained by Seller.

(15) “Excluded Liabilities” means all Liabilities of Seller other than the Assumed Liabilities, including but not limited to, (i) all Liabilities arising out of the ownership or operation, use, possession or condition of the Acquired Assets prior to the Closing; (ii) any Liability arising in connection with any Excluded Asset; (iii) any Liability that arises after the Closing but that arises out of or relates to any breach of, or failure to perform or comply with, any covenant or obligation by Seller that occurred prior to the Closing; (iv) any Liabilities under the material Contracts to which Seller is a Party relating to the Acquired Assets arising under any period prior to Closing; and (v) subject to Section 5.5, all Liabilities for Taxes relating to the Acquired Assets or the Assumed Liabilities for any taxable period beginning before the Closing Date and for Taxes for which Seller is liable pursuant to this Agreement.

(16) “Execution Date” has the meaning given to such term in the Preamble.

(17) “Fraud” means, with respect to a Party, an actual and intentional misrepresentation of a material existing fact with respect to the making of any representation or warranty in Article III or Article IV made by such Party.

(18) “GAAP” means United States generally accepted accounting principles, consistently applied.

(19) “Governmental Authority” or “Governmental Authorities” means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, unit, body or Person and any court or other tribunal and including any arbitrator and arbitration panel); in each of the foregoing cases with the authority to legally bind the applicable party.

(20) “Intellectual Property Rights” means the following subsisting throughout the world: (a) Patent Rights; (b) Trademarks and all goodwill of the business symbolized by the Trademarks; (c) copyrights, works of authorship, copyrightable works (including, but not limited to, Software), designs, data and database rights and registrations and applications for registration thereof, including moral rights of authors; (d) inventions, invention disclosures, and statutory invention registrations, whether or not reduced to practice; (e) trade secrets, know-how, processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans, and Customer and supplier lists and information, and other proprietary information or materials, whether patentable or nonpatentable and whether copyrightable or noncopyrightable; and (f) other intellectual property and proprietary rights relating to any of the foregoing (including remedies against infringement thereof and rights of protection of interest therein under the Laws of all jurisdictions), including, but not limited to, rights to recover for past, present and future violations thereof.

(21) “IRS” means the Internal Revenue Service or any successor agency thereto.

(22) “Knowledge” means the actual knowledge of the Seller after reasonable inquiry; and (ii) with respect to Buyer, the actual knowledge of the Buyer, after reasonable inquiry.

(23) “Law” or “Laws” means all laws, statutes, ordinances, rules, and regulations of any Governmental Authority, including all orders, judgments, injunctions, awards, decisions, or decrees of any court having effect of law.

(24) “Liability” or “Liabilities” means any liability, claim, loss, Damage, deficiency, cost, expense, Tax, debt, obligation, or responsibility, either accrued, absolute, contingent, mature, unmatured or otherwise and whether known or unknown, fixed or unfixed, choate or inchoate, liquidated, or unliquidated, secured, or unsecured.

(25) “Material Adverse Effect” means any fact, event, circumstance or effect that (individually or when considered in the aggregate with all other such facts, events, circumstances or effects) would reasonably be expected to result in, a material adverse effect on, or a material adverse change to, the financial condition, results of operations or technology as currently conducted, or the right or ability of Seller to consummate the transactions contemplated hereby.

(26) “Permits” means all permits, licenses, franchises, accreditations, approvals, authorizations, insurance and other registrations, certificates, variances, and similar rights obtained, or required to be obtained, from Governmental Authorities or, in the case of any accreditations, any private accrediting body.

(27) “Permitted Encumbrances” means (a) Encumbrances that will be released prior to or as of the Closing; (b) Encumbrances set forth on **Schedule 1.3**; and (c) Encumbrances arising under original purchase price conditional sales contracts and equipment operating leases with third parties entered into in the ordinary course of business.

(28) “Person” means any person, limited liability company, partnership, trust, unincorporated organization, corporation, association, joint stock company, business, Governmental Authority, or other entity.

(29) “Proceeding” means any judicial or administrative action, arbitration, claim, demand, hearing, investigation, litigation, proceeding or suit, whether civil, criminal, or administrative, and whether commenced, brought, conducted, or heard by or before any Governmental Authority or arbitrator.

(30) “Representatives”, with respect to any Person, means the directors, officers, employees, consultants, agents, or other representatives thereof (including legal counsel, accountants, financial advisors, investment bankers and brokers).

(31) “Seller” has the meaning given to such term in the Preamble.

(32) “Seller Indemnified Party” means Seller, its Affiliates, and their respective successors and assigns, and the officers, directors, employees, stockholders and members of Seller and its Affiliates.

(33) “Software” means computer software code, applications, utilities, development tools, diagnostics, databases, and embedded systems, whether in source code, interpreted code or object code form.

(34) “Tax” or “Taxes” means any tax or duty or similar governmental fee, levy, assessment or charge of any kind whatsoever imposed by a Governmental Authority, including, without limitation, all income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, unclaimed property, escheat, sales, use, transfer, registration, alternative or add-on minimum, or estimated tax, together with any penalties, additions to tax or additional amounts arising with respect to the foregoing or the obligation to file Tax Returns, and any interest on any of the foregoing.

(35) “Tax Return” means any report, return, statement, claim for refund, election, declaration, or other information with respect to any Tax required to be filed or actually filed with a taxing authority, including any schedule or attachment thereto, and including any amendment thereof.

(36) “Trademarks” means any trademarks (whether or not registered), service marks, trade dress, trade names, logos, Domain Names, URLs, corporate names, doing business as designations (DBAs), and fictitious names, together with all of the goodwill of the business symbolized thereby.

(37) “Transaction Agreements” means this Agreement and each of the other agreements, certificates, documents, and instruments contemplated hereby and thereby, including all Annexes, Schedules, and Exhibits attached hereto and thereto.

(38) “Transfer Taxes” means any transfer, documentary, sales, use, stamp, registration or other similar Taxes and fees, together with any penalties, additions to tax or additional amounts arising with respect to the foregoing or the obligation to file Tax Returns, and any interest on any of the foregoing.

1.3 Interpretations. Unless expressly provided for elsewhere in this Agreement, this Agreement shall be interpreted in accordance with the following provisions:

All references herein to Articles, Sections, Exhibits and Schedules are to Articles and Sections of and Exhibits and Schedules attached to and forming part of this Agreement, unless the contrary is specifically stated;

(1) The headings of the Articles, Sections and subsections of this Agreement and the headings contained in the Exhibits and Schedules hereto are inserted for convenience of reference only and shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof or thereof;

(2) A defined term has its defined meaning throughout this Agreement and each Exhibit and Schedule to this Agreement, regardless of whether it appears before or after the place where it is defined;

(3) In the event of any conflict between the main body of this Agreement and the Exhibits and Schedules hereto, the provisions of the main body of this Agreement shall prevail;

(4) Except where specifically stated otherwise, any reference to any statute, regulation, rule, or agreement shall be a reference to the same as amended, supplemented, or re-enacted from time to time;

(5) Whenever the words “include,” “including,” or “includes” appear in this Agreement, they shall be read as if followed by the words “without limitation” or words having similar import;

(6) Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa;

(7) A reference to any agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated, or replaced, from time to time, except to the extent prohibited by this Agreement or that other agreement or document;

(8) A reference to any party to this Agreement or another agreement or document includes the party’s permitted successors and assigns;

(9) A reference to a writing includes a facsimile transmission of it and any means of reproducing of its words in a tangible and permanently visible form;

(10) A reference to a statute, regulation or law shall include any amendment thereof or any successor thereto and any rules and regulations promulgated there under;

(11) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(12) Unless otherwise specified, all references to a specific time of day in this Agreement shall be based upon Central Standard Time or Central Daylight Savings Time, as applicable on the date in question;

(13) References to “\$” or to “dollars” shall mean the lawful currency of the United States of America;

(14) No action shall be required of the Parties except on a Business Day and in the event an action is required on a day which is not a Business Day, such action shall be required to be performed on the next succeeding day which is a Business Day;

(15) All references to “day” or “days” shall mean calendar days unless specified as a “Business Day;” and,

(16) Time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the time period commences and including the day on which the time period ends and by extending the period to the next Business Day following if the last day of the time period is not a Business Day.

ARTICLE II PURCHASE AND SALE OF ACQUIRED ASSETS

2.1 Acquired Assets. At the Closing, on the terms and subject to the conditions of this Agreement, and on the basis of the representations, warranties, covenants, and agreements herein contained, Seller hereby agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby agrees to purchase, accept, and take from Seller, all of the Acquired Assets, free and clear of any Encumbrances (other than the Assumed Liabilities and Permitted Encumbrances).

2.2 Excluded Assets. Except for the Acquired Assets subject to Section 2.1, Buyer expressly acknowledges and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, the Excluded Assets, if any.

2.3 Excluded Liabilities. Except as expressly set forth in Section 2.4, Buyer shall not assume, whether as a transferee or successor, by contract, operation of law or otherwise, and Seller shall remain liable for, any and all Liabilities or Encumbrances (other than Permitted Encumbrances) of Seller of any kind whatsoever, whether known, unknown, liquidated or contingent, whether presently in existence or arising or asserted hereafter. Buyer shall not assume, whether as a transferee or successor, by contract, operation of law or otherwise, and Seller shall remain liable for, all Excluded Liabilities.

2.4 Assumed Liabilities. Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform, and discharge the liabilities and obligations attributable to Buyer’s ownership or operation of the Acquired Assets after the Closing (as defined below) (collectively, the “Assumed Liabilities”).

2.5 Purchase Price; Restrictions.

(a) Purchase Price. The purchase price (“Purchase Price”) to be paid by Buyer for the Acquired Assets shall be 9,000,000 restricted shares of the Company’s Series A Preferred Stock (the “Shares”) to be issued to Seller, or his assigns, concurrently with the Closing.

(b) Restrictions. The Shares to be issued by Seller 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 Seller to Buyer. The Shares of to be issued by Buyer to Seller 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 the Buyer's Preferred Stock issued pursuant to this Agreement 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.

2.6 Allocation of Purchase Price. The Purchase Price and the Assumed Liabilities (and other relevant items) shall be allocated for Tax purposes among the Acquired Assets in a manner as shall be mutually agreed by the Parties. Buyer and Seller agree to complete and file Form 8594, and any other required reports in accordance with Section 1060 of the Code, with their respective federal income Tax Returns for the Tax year in which the Closing Date occurs (and any amended Form 8594, if necessary) in a manner consistent with any such agreed upon allocation.

2.7 Fair Market Value. The Parties hereby declare that the Purchase Price is consistent with the fair market value and has not been determined in any manner that takes into account, directly, or indirectly, the (i) volume or value of any business generated by either Party; (ii) volume or value of the services to performed by Buyer; or (iii) the gross or net revenues potentially generated by Buyer resulting from the transaction under this Agreement.

ARTICLE III CLOSING

3.1 Time and Place of the Closing. Subject to the terms and conditions of this Agreement, the Closing shall take place remotely via the exchange of signatures on or before March 31, 2023, or at such other time, date or place as Seller and Buyer may mutually determine ("Closing Date"). The Closing shall be deemed effective as of 12:00 a.m. (Pacific Standard Time) on the Closing Date ("Effective Time").

3.2 Closing Deliveries of Seller. In addition to the other covenants set forth in this Agreement, on or prior to the Closing, Seller shall have delivered to Buyer the following:

(a) a certificate of Seller's secretary or an assistant secretary (or equivalent officer) of Seller certifying that attached thereto are true and complete copies of all resolutions adopted by Seller's board of directors and authorizing the execution, delivery and performance of this Agreement and the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby;

(b) If requested, a Uniform Commercial Code, tax and judgment lien search results, dated as of a date reasonably close to the Closing, with respect to any Encumbrances on the Acquired Assets from its jurisdiction of organization and each other jurisdiction in which such Seller is qualified to do business or where any Acquired Assets are located, along with evidence reasonably satisfactory to Buyer that any Encumbrances (other than Permitted Encumbrances) on the Acquired Assets have been released and discharged;

(c) a duly executed counterpart to the Bill of Sale, Assignment, and Assumption Agreement in the form attached hereto as **Exhibit A** ("Bill of Sale"); and

(d) such other bills of sale, deeds, assignments, certificates of title and other documents of transfer as may be reasonably requested by Buyer in order to convey to Buyer good and marketable title to all of the Acquired Assets, free and clear of all Encumbrances, except for the Permitted Encumbrances, and in order to carry out the intentions and purposes of this Agreement and the Transaction Agreements.

3.3 Closing Deliveries of Buyer. In addition to the other covenants set forth in this Agreement, on or prior to the Closing, Buyer shall have delivered to Seller the following:

- (a) the electronic deliver of the shares of Common Stock representing the Purchase Price;
- (b) a certificate of Buyer's secretary or an assistant secretary (or equivalent officer) of Buyer certifying that attached thereto are true and complete copies of all resolutions adopted by Buyer's board of directors and authorizing the execution, delivery and performance of this Agreement and the other Transaction Agreements and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby;

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents and warrants to Buyer as of the date of this Agreement as follows:

4.1 Organization and Corporate Power. Seller is a corporation, duly incorporated, validly existing and in good standing under the Laws of United Arab Emirates (**CLBS #11959256**) and has the requisite corporate power and authority to own, lease and operate all its properties and assets and to carry on its business as it is currently being conducted. Seller is qualified or registered to do business and is in good standing (to the extent such concept or a comparable status is recognized) in each other jurisdiction where the nature of its business requires such qualification or registration, except where the failure to be so qualified, registered or in good standing would not reasonably be expected to result in a Material Adverse Effect.

4.2 Authority for Agreement. Seller has full corporate power and authority to enter and perform its obligations under this Agreement to which Seller is or will be a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Seller of this Agreement and any other transaction agreement to which Seller will be a party and the consummation by Seller of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action. No other corporate action on the part of Seller or any shareholder, officer, director, or other governing body of the foregoing is necessary to approve and authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Seller and assuming the due execution and delivery by Buyer are legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar Laws affecting the enforcement of creditors' rights in general and general principles of equity.

4.3 No Violations to Result. The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby and thereby and the fulfillment by Seller of the terms hereof and thereof, do not and will not: (a) violate or breach in any material respect or constitute a default under (or event which, with the giving of notice or lapse of time, or both, would become a default under), accelerate or permit the acceleration of the performance required by (i) any of the terms of the certificate of incorporation, by-laws or equivalent organizational documents or any resolution adopted by any of the members or managers of Seller, (ii) any material Contract to which Seller is a party relating to the Acquired Assets or (iii) any Law applicable to Seller; except in each case of (ii)

and (iii) as would not reasonably be expected to result in a Material Adverse Effect; (b) give any Person the right to cancel, terminate or modify any material Contract to which Seller is a Party relating to the Acquired Assets; (c) give any Governmental Authority or other Person the right to prohibit any of the transactions contemplated by this Agreement; (d) give any Governmental Authority the right to revoke, withdraw, suspend, cancel, modify, or terminate any requisite permits or licenses; (e) require on the part of Seller to make any notice to, filing with, or consent of, any Governmental Authority with respect to any requisite permits or licenses; or (f) result in the creation or imposition of any Encumbrance upon any of the Acquired Assets. No notice to, filing with or consent of any Person is necessary in connection with, and no "change of control" provision in any material Contract to which Seller is a Party relating to the Acquired Assets is, or will be, triggered by, the authorization, approval, execution, delivery or performance by Seller of this Agreement and the Transaction Agreements or the consummation by Seller of the transactions contemplated hereby or thereby.

4.4 Taxes.

(a) Seller has filed (or has had filed on its behalf) on a timely basis (after giving effect to any extensions of time to file) all Tax Returns required to have been filed with respect to the Acquired Assets, and all such Tax Returns are correct and complete in all material respects. Seller has not requested or been granted any extension of time within which to file any Tax Return with respect to the Acquired Assets, which Tax Return has not since been filed.

(b) All Taxes required to have been paid by Seller with respect to the Acquired Assets (whether or not shown on any Tax Return) have been paid on a timely basis, except with respect to matters contested in good faith. There are no Encumbrances for Taxes on any of the Acquired Assets other than Permitted Encumbrances.

(c) Seller has withheld and paid over all Taxes with respect to the Acquired Assets required to have been withheld and paid over and complied with all information reporting and backup withholding requirements with respect to the Acquired Assets, in connection with amounts paid or owing to any employee, independent contractor, creditor or any other third party.

(d) There is no taxable income relating to the Acquired Assets that will be required under applicable Law to be reported by Buyer or any of its Affiliates for any period after the Closing Date which taxable income was realized (or reflects economic income arising) prior to the Closing Date.

4.5 Assets. Seller has good and marketable title to all of the Acquired Assets, free and clear of Encumbrances other than Permitted Encumbrances. No other Customer of Seller has claimed in writing to Seller any ownership in any of the Acquired Assets. Upon the Closing, Buyer will acquire exclusive, good, and marketable title to the Acquired Assets, free and clear of all Encumbrances of any kind or nature, other than Permitted Encumbrances. The tangible assets included in the Acquired Assets are, in all material respects, in good working order and condition, ordinary wear and tear excepted. True, complete, and correct copies of all leases of personal property and equipment included in the Acquired Assets have been provided or made available to Buyer.

4.6 Litigation. There is no Proceeding pending or to Seller's Knowledge threatened in writing against the Acquired Assets before any Governmental Authority that if determined adversely to Seller would be reasonably expected to have a Material Adverse Effect. To Seller's Knowledge, neither Seller, nor any of its officers, are subject to or in default with respect to any material notice, order, writ, injunction or decree of any Governmental Authority or arbitration tribunal relating to the Acquired Assets. There is no Proceeding by Seller relating to the Acquired Assets pending, or which Seller has commenced meaningful and material preparations to initiate, against any other Person that would be reasonably expected to have a Material Adverse Effect.

4.7 Compliance with Laws.

(a) Seller has complied in all material respects with, is not in material violation of, and has not received any written notices of a material violation with respect to, any Laws applicable to the operations of the Acquired Assets as currently conducted.

(b) Seller maintains all material Permits from any Governmental Authority necessary to carry on the operations of the Acquired Assets as presently conducted. All Permits are in full force and effect (and shall remain in full force and effect immediately after giving effect to the transactions contemplated hereby), and Seller is in material compliance with the terms thereof. Seller has fulfilled and performed all its obligations with respect to the Permits in all material respects and no event has occurred which allows, or after notice or lapse of time would reasonably be expected to allow, revocation or termination thereof or results in any other material impairment of the rights of the holder of any Permit.

(c) Seller and to Seller's Knowledge each officer, director, or employee of Seller: (i) has not been convicted of a criminal offense; and (ii) is not under sanction, exclusion, or investigation (civil or criminal) related the operations of the Acquired Assets.

4.8 Intellectual Property.

(a) Seller is the sole and exclusive owner of, or has, a valid and enforceable right to use and sublicense, all of the Licensed Software (excluding any and all third-party software therein, including but not limited to open-source software), free and clear of any Encumbrances other than Permitted Encumbrances.

(b) To Seller's Knowledge, Seller is not a party to any material Proceeding, nor is any material Proceeding threatened in writing, against Seller, that involves a claim of infringement, unauthorized use, or violation of any Licensed Software, or challenging the ownership, right to use, sell, distribute, license or sublicense, validity, or enforceability of any Licensed Software in any material respect. To Seller's Knowledge, the Licensed Software does not infringe or misappropriate, in any material respect, any Intellectual Property Rights of any Person. To Seller's Knowledge, no third party is infringing upon or misappropriating in any material respect any Licensed Software.

4.9 Brokers. No Person has been retained by or is authorized to act on behalf of Seller who is entitled to any fee or commission as an investment banker, finder, or broker in connection with the transactions contemplated by this Agreement.

4.10 No Further Representations. Seller does not make any representations or warranties to Buyer except as contained in this Agreement, and any and all statements made or information communicated by Seller outside of this Agreement whether verbally or in writing, are deemed to have been superseded by this Agreement, it being intended that no such prior or contemporaneous statements or communications outside of this Agreement shall survive the execution and delivery of this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

As a material inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby Buyer represents and warrants to Seller as of the date of this Agreement as follows:

5.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Nevada and has the requisite corporate power and authority to own, lease and operate all of its properties and assets and to carry on its business as it is now being conducted. Buyer is qualified or registered to do business and is in good standing (to the extent such concept or a comparable status is recognized) in each other jurisdiction where the nature of its business requires such qualification or registration, except where the failure to be so qualified, registered or in good standing would not reasonably be expected to result in a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement.

5.2 Authority for Agreement. Buyer has full corporate power and authority to enter and perform its obligations under this Agreement to which Buyer is or will be a party and to consummate the transactions contemplated hereby and thereby. The board of directors of Buyer has duly and validly authorized the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby. No other corporate action on the part of Buyer or the board of directors of Buyer or any shareholder, officer, director, or other governing body of the foregoing is necessary to approve and authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby. This Agreement to which Buyer is a party has been duly executed and delivered by Buyer and, assuming the due execution and delivery by each other Party hereto and thereto, are legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights in general and general principles of equity.

5.3 No Violations to Result. The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby and thereby and the fulfillment by Seller of the terms hereof and thereof, do not and will not: (a) violate or breach in any material respect or constitute a default under (or event which, with the giving of notice or lapse of time, or both, would become a default under), accelerate or permit the acceleration of the performance required by: (i) any of the terms of the articles of organization, bylaws, operating agreement or equivalent organizational documents, or any resolution adopted by any of the shareholders or directors of Buyer, (ii) any Contract to which Buyer is bound, or (iii) any Law applicable to Buyer; (b) give any Person any rights to accelerate performance or maturity, to declare a default or to exercise any remedy, under any Contract to which Buyer is bound or to cancel, terminate or modify any such Contract; (c) give any Governmental Authority or other Person the right to prohibit any of the transactions contemplated by this Agreement; (d) give any Governmental Authority the right to revoke, withdraw, suspend, cancel, modify or terminate any Permit held by Buyer that is necessary to own the Acquired Assets; (e) require on the part of Buyer to make any notice to, filing with, or consent of, any Governmental Authority with respect to any Permit held by Buyer; or (f) result in the creation or imposition of any Encumbrance upon any of its material assets or the Acquired Assets on or after the Closing Date. No notice to, filing with, or consent of, any Person is, or will be, triggered by, the authorization, approval, execution, delivery or performance by Buyer of this Agreement or the consummation by Buyer of the transactions contemplated hereby or thereby, except where the obligation to make such notice, filing or consent would not reasonably be expected to result in a material adverse effect on the financial condition, business, results of operations or technology of the Buyer or the right or ability of Buyer to consummate the transactions contemplated by this Agreement.

5.4 Litigation. There is no Proceeding pending or to Buyer's Knowledge threatened against, by or affecting Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement.

5.5 Solvency. Buyer is not entering into this Agreement with the intent to hinder, delay or defraud any Person to which any of Buyer or Seller is, or may become, indebted. Immediately after the Closing and after giving effect to this Agreement and the other transactions contemplated hereby and thereby, Buyer will not be rendered insolvent (i.e., its financial condition is such that the sum of its debts is less than the fair value of its assets and the present fair salable value of its assets will be more than the amount required to pay its probable liability on debts as they become absolute and matured, including a reasonable estimate of the amount of all contingent liabilities).

5.8 Due Diligence. Buyer has conducted its own independent investigation, review, and analysis of the Acquired Assets, and acknowledges that it has been provided adequate access to the assets, books and records, and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that it is relying (and will rely) solely on such investigations and inquiries, and the express representations and warranties of Seller set forth in this Agreement for all matters related to this Agreement.

5.9 Brokers. No Person has been retained by or is authorized to act on behalf of Buyer who is entitled to any fee or commission as an investment banker, finder, or broker in connection with the transactions contemplated by this Agreement.

5.10 No Further Representations. Buyer makes no further representations or warranties to Seller except as contained in this Article V, and any and all statements made or information communicated by Buyer or any of its Representatives outside of this Agreement (including by way of the documents provided in response to written diligence requests and any management presentations provided), whether verbally or in writing, are deemed to have been superseded by this Agreement, it being intended that no such prior or contemporaneous statements or communications outside of this Agreement shall survive the execution and delivery of this Agreement.

ARTICLE VI ADDITIONAL AGREEMENTS

6.1 Access to Properties and Records. After the Closing Date, Seller shall provide Buyer and its Representatives with reasonable access, subject to applicable Law, at reasonable times, on reasonable notice and during ordinary business hours to Seller's personnel and such information related to the Acquired Assets in Seller's possession or control as is reasonably necessary for financial reporting, human resources, contract administration, audit, regulatory compliance and accounting matters, the preparation and filing of any Tax Returns, reports or forms, or the defense of any Tax claim or assessment or other litigation, and Buyer and its Representatives shall be permitted to make extracts from, or take copies of, any books, records or other documentation related to the Acquired Assets as may be reasonably necessary for any such purposes; provided, that, the foregoing shall not require Seller to disclose any information of Seller or the Acquired Assets subject to attorney-client privilege or to the extent that such disclosure would contravene any applicable Law. For a period of three (3) years after the Closing Date, Seller shall maintain the books and records in existence as of the Closing Date relating to the Acquired Assets that it retains following the Closing Date.

6.2 Governmental Approvals and Consents. At all times from the Closing Date and running until all Governmental Authority approvals are obtained concerning the transfer of the Acquired Assets from Seller to Buyer, each of Buyer and Seller shall, at their own sole cost and expense, as promptly as possible to make, or cause or be made, all applications, filings and submissions required under any Law applicable to such Acquired Assets, if any.

6.3 Publicity. From and after the Closing Date, unless otherwise required by applicable Law or by stock exchange requirements or market rules, no Party shall make any public announcements in respect of this Agreement or the other Transaction Agreements or the transactions contemplated by this Agreement or the other Transaction Agreements or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement. Buyer and Seller shall mutually determine the form and substance of any press release, publicity or other public communication related to this Agreement or the other Transaction Agreements or the transactions contemplated hereby or thereby. Unless previously approved in writing by Buyer and Seller, no Party shall make any disclosure of this Agreement or the existence, terms and conditions hereof (whether or not in response to an inquiry about the existence or subject matter of this Agreement), other than: (i) to its Representatives in connection with the transactions contemplated by this Agreement, which Representatives shall be subject to customary confidentiality obligations with respect thereto; (ii) internal announcements to their respective employees, which employees shall be subject to customary confidentiality obligations with respect thereto; and (iii) as required by Law.

6.6 Further Assurances. Subject to the other provisions hereof, from and after the Execution Date, at the request of any Party and without further consideration, except as otherwise stated below, each Party agrees to take, or cause to be taken, all actions, and to do, or cause to be done as promptly as practicable, all things reasonably necessary, proper, or advisable to consummate and make effective the Asset Purchase and the transactions contemplated hereby. Without limiting the foregoing, the Parties

shall execute such further documents, deeds, bills of sale, assignments and assurances and take such further actions as may reasonably be required by the other Party or Parties hereto to consummate the Asset Purchase and to vest Buyer with full title to all of the Acquired Assets, free and clear of all Encumbrances, other than Permitted Encumbrances, in accordance with the terms of this Agreement, and, to the fullest extent permitted by Law or contract, to put Buyer in actual possession and operating control of the Acquired Assets.

6.7 Acquired Assets; Failure to Obtain Required Approval. If any Acquired Assets are not assignable or transferable (each, a “Non-Transferable Asset”) without consent of a third party thereto, and if any such consent was not obtained on or prior to the Closing Date, this Agreement and the related instruments of transfer shall not constitute an assignment or transfer of such Non-Transferable Asset, and Buyer or its designee(s) shall not assume Seller’s rights or obligations under such Non-Transferable Asset (and such Non-Transferable Asset shall not be included in the Acquired Assets), and instead the Parties shall use commercially reasonable efforts to obtain any such consent as soon as reasonably practicable after the Closing Date and thereafter shall transfer and assign to Buyer such Non-Transferable Assets for no additional consideration. Following any such assignment or transfer, such Non-Transferable Assets shall be deemed Acquired Assets for purposes of this Agreement.

6.8 Non-Disparagement. Each Party shall not, and shall use its commercially reasonable efforts to cause its directors, managers, officers, employees and Affiliates not to, disparage or make any false or inaccurate statements (whether in oral, written, electronic or other form) to any media source, industry member-company or group, or financial institution regarding the other Party or such other Party’s Affiliates; provided, however, that the foregoing shall not prohibit the making of truthful statements in the course of sworn testimony in Proceedings (including, without limitation, depositions in connection with such Proceedings) or otherwise as required by Law.

ARTICLE VII CONDITIONS TO OBLIGATION TO CLOSE

7.1 Conditions to Obligation of Buyer. The obligation of Buyer to consummate the transactions contemplated hereby is subject to satisfaction or Buyer’s written waiver, at or prior to Closing, of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties set forth herein above shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though then made and as though the Closing Date were substituted for the date of this Agreement throughout such representations and warranties (except to the extent any such representation or warranty speaks as of the date of this Agreement or any other specific date, in which case such representation or warranty shall have been true and correct as of such date), except where the failure of such representations and warranties to be true and correct would not have a material adverse effect on Buyer’s ability to consummate the transactions contemplated hereby.

(b) Performance by Seller. Seller shall have performed and complied in all material respects with all its covenants, agreements, and obligations hereunder through the Closing.

(c) Delivery of Closing Documents. Seller shall have delivered to Buyer each of the items listed in Section 3.2 at or before the Closing.

7.2 Conditions to Obligations of Seller. The obligation of Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction or Seller’s written waiver, at or prior to Closing, of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties set forth in Article VII above shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though then made and as though the Closing Date were substituted for the date of this Agreement throughout such representations and warranties (except to the extent any such representation

or warranty speaks as of the date of this Agreement or any other specific date, in which case such representation or warranty shall have been true and correct as of such date).

(b) Performance by Buyer. Buyer shall have performed and complied in all material respects with all its covenants, agreements, and obligations hereunder through the Closing.

(c) Delivery of Closing Documents. Buyer shall have delivered to Seller each of the items listed in Section 3.3 at or before the Closing.

ARTICLE VIII SURVIVAL AND INDEMNIFICATION

8.1 Indemnification by Seller. Subject to Section 8.6, Seller covenants and agrees to indemnify, protect, and hold each of the Buyer Indemnified Parties harmless from, against and in respect of all Damages suffered, sustained, incurred or paid by any Buyer Indemnified Party, in each case in connection with, resulting from or arising out of: (a) the breach of any representation or warranty made by Seller set forth in this Agreement; (b) the breach of any covenant or agreement on the part of Seller set forth in this Agreement; and (c) any Excluded Asset or Excluded Liability.

8.2 Indemnification by Buyer. Subject to Section 8.6, Buyer covenants and agrees to indemnify, protect and hold each of the Seller Indemnified Parties harmless from, against and in respect of all Damages suffered, sustained, incurred or paid by any Seller Indemnified Party, in each case in connection with, resulting from or arising out of: (a) the breach of any representation or warranty made by Buyer set forth in this Agreement; (b) the breach of any covenant or agreement on the part of Buyer set forth in this Agreement; and (c) any other Liability (other than Excluded Liabilities) attributable to Buyer's ownership or operation of the Acquired Assets after the Closing.

8.3 Indemnification Procedures.

(a) If a claim for Damages is to be made by any Buyer Indemnified Party or Seller Indemnified Party, as the case may be (the "Indemnified Party"), that does not involve a third party, such Indemnified Party shall give written notice (a "Claim Notice") to Buyer or Seller, as the case may be (the "Indemnifying Party"), within a reasonable time after such Indemnified Party becomes aware of any fact, condition or event giving rise to Damages for which indemnification may be sought; however, that any failure on the part of the Indemnified Party to so notify the Indemnifying Party shall not limit any of the obligations of the Indemnifying Party or any of the rights of the Indemnified Party under this Article VII (except to the extent such failure materially prejudices the defense of such claim, demand or Proceeding or the Indemnifying Party forfeits rights or defenses by reason of such failure).

(b) The indemnified party shall give the indemnifying party prompt written notice of the assertion of any third-party claim of which the indemnified party has knowledge, which is covered by the indemnity agreement set forth above. The indemnifying party will undertake the defense thereof by representatives chosen by the indemnifying party, but acceptable to the indemnified party in its reasonable discretion. If the indemnifying party, within a reasonable time after notice of any such claim fails to defend, the indemnified party will have the right to undertake the defense, compromise, or settlement of such claim on behalf of and for the account and risk of the indemnifying party, subject to the right of the indemnifying party to assume the defense of such claim at any time prior to settlement, compromise, or final determination thereof. Anything in this Section 8.4 to the contrary withstanding, if there is a reasonable probability that a claim may materially and adversely affect the Buyer other than as a result of money damages or other payments, the Buyer shall have the right, at the cost and expense of the indemnifying party, to defend, compromise, or settle such claim. After any final judgment or award shall have been rendered by a court, arbitration board or administrative agency of competent jurisdiction, or a settlement shall have been consummated, or the parties shall have arrived at a mutually binding agreement, with respect to each separate third party claim indemnified hereunder, the indemnified party shall forward to the indemnifying party notice of any sums due and owing by the indemnifying party with

respect to such claim and the indemnifying party shall pay such sums to the indemnified party in cash or by certified check, within thirty (30) days after the date of such notice.

8.4 Cooperation. From and after the delivery of a notice of a claim for indemnification under this ARTICLE VIII, Buyer, on the one hand, and Seller, on the other hand, shall reasonably cooperate with and grant the other Parties and their respective Representatives reasonable access, during normal business hours, to the books, records, personnel, and properties of such Party to the extent reasonably related to such claim. Notwithstanding the foregoing, no Party shall have any obligation under this Section 8.4 to make available any information if making such information available would (a) jeopardize any attorney-client privilege, or (b) contravene any applicable Law, fiduciary duty or binding agreement (including any confidentiality agreement to which such Party is a party) (it being understood that each Party shall cooperate in any reasonable efforts and requests for waivers that would enable otherwise required disclosure to occur without contravening such Law, duty or agreement).

8.5 Survival of Representations, Warranties, and Covenants. All representations, warranties, and covenants contained in this Agreement and any certificate delivered pursuant hereto shall survive the Closing for a period of fifteen (15) months after the Closing Date, and shall thereafter expire; provided, however, that (a) the Excluded Representations shall survive for thirty (30) days after the expiration of the applicable statute of limitations and (b) claims based on Fraud shall survive without limitation (as applicable, the "Survival Period"). Except as provided herein, no claim for indemnification for a breach of representation or warranty may be made under this Article VIII after the expiration of the applicable Survival Period. Notwithstanding the foregoing, any representation, warranty, and covenant with respect to which a claim has been duly made under this Article VIII for breach thereof prior to the end of the applicable Survival Period otherwise applicable to such representation, warranty and covenant shall survive until such claim is resolved.

8.6 Limitations on Indemnification. No party shall have any liability under this Agreement unless notice of such claim is given on or before the latter of (i) the second anniversary of the Closing Date or (ii) the second anniversary of the date on which such claim accrued. However, claims may be asserted with respect to Product Liability matters, tax matters, environmental matters, or ERISA matters at any time on or before the date upon which the loss or liability to which any such claim may relate is barred by all applicable statutes of limitation.

8.7 Exclusive Remedies. Subject to Section 9.3, the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from Fraud on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VIII. In furtherance of the foregoing, except with respect to Section 9.3, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VII. Nothing in this Section 8.7 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled pursuant to Section 9.3 or to seek any remedy on account of any Fraud by any Party hereto.

ARTICLE IV MISCELLANEOUS

9.1 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Seller, Buyer and their respective successors and permitted assigns; provided, however, that no Party shall make any assignment of this Agreement or any interest herein without the prior written consent of the other Parties, and any such purported assignment without such prior written consent shall be void and of no force or effect; provided, however, that Buyer may assign all or any of its respective rights and obligations hereunder, upon reasonable written notice to Seller, (i) after the Closing, in connection with a

merger, consolidation or sale of all or substantially all of the assets of Buyer, or (ii) as collateral security to any lender to Buyer. Any such assignment will not relieve the Party making the assignment from any Liability under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, and any reference to a Party shall also be a reference to the successors and permitted assigns thereof.

9.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada applicable to contracts made and to be performed entirely within such State. Each of the Parties hereto (i) hereby submits itself to the exclusive jurisdiction of any federal court located in the State of Nevada or any Nevada state court having subject matter jurisdiction in the event any dispute arises out of this Agreement in either case located in Clark County, Nevada, (ii) agrees that venue will be proper as to Proceedings brought in any such court with respect to such a dispute, (iii) will not attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court, and (iv) agrees to accept service of process at its address for notices pursuant to this Agreement in any such action or Proceeding brought in any such court.

9.3 Specific Performance; Remedies.

(a) Each Party acknowledges that the other Parties shall be irreparably harmed and that there shall be no adequate remedy at Law for any violation by any of them of any of the covenants or agreements contained in this Agreement. It is accordingly agreed that, in addition to, but not in lieu of, any other remedies that may be available upon the breach of any such covenants or agreements, each Party shall have the right to obtain injunctive relief to restrain a breach or threatened breach of, or otherwise to obtain specific performance of, the other Parties' covenants and agreements contained in this Agreement.

(b) Except as otherwise provided herein, all rights and remedies of the Parties under this Agreement shall be cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of any other right or remedy available under this Agreement or applicable Law.

9.4 Severability. Each section, subsection and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant and/or provision hereof. In the event that any provision of this Agreement shall finally be determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect; provided, however, that upon such determination that any term or other provision is unlawful, the Parties hereto shall modify this Agreement so as to effect the original intent of the Parties as closely as possible in a legally valid manner in order that each transaction contemplated hereby is consummated as originally contemplated to the greatest extent possible.

9.5 Amendment. This Agreement may be amended, supplemented, or modified only by execution of a written instrument signed by Buyer and Seller.

9.6 Waiver. Either Buyer (with respect to Buyer), on the one hand, or Seller (with respect to Seller), on the other hand, may to the extent permitted by applicable Law (a) extend the time for the performance of any of the obligations or other acts of Seller or Buyer, as applicable, (b) waive any inaccuracies in the representations and warranties of Seller or Buyer, as applicable, contained herein or in any document delivered pursuant hereto, or (c) waive compliance with any of the agreements of Seller or Buyer, as applicable, contained herein. No such extension or waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party extending the time of performance or waiving any such inaccuracy or non-compliance. No waiver by any Party of any term of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term of this Agreement on any future occasion.

9.7 Notices. All notices, requests, consents, waivers and other communications required or permitted to be given hereunder shall be in writing or by facsimile or by email and shall be deemed to have been duly given (a) if personally delivered, upon delivery or refusal of delivery, (b) if mailed by registered or certified United States mail, return receipt requested, postage prepaid, upon delivery or refusal of

delivery, (c) if sent by a nationally recognized overnight delivery service, upon delivery or refusal of delivery, or (d) if sent by email, upon transmission if during normal business hours on a Business Day or upon the opening of business on the subsequent Business Day if transmitted after normal business hours. All notices, consents, waivers, or other communications required or permitted to be given hereunder shall be addressed to such address as set forth on the signature page hereof or at such other address or addresses as the Party addressed may from time to time designate in writing pursuant to notice given in accordance with this Section 9.7.

9.8 Expenses. Except as otherwise provided hereunder, all costs and expenses of Seller (including, without limitation, financial advisory fees, legal fees and expenses, broker and finder fees, and fees and expenses of accountants) incurred by Seller in connection with the transactions contemplated hereby shall be borne by Seller, and all costs and expenses of Buyer (including, without limitation, financial advisory fees, legal fees and expenses, broker and finder fees, and fees and expenses of accountants) incurred by Buyer in connection with the transactions contemplated hereby shall be borne by Buyer.

9.10 Absence of Third-Party Beneficiary Rights. Except for Article VII (which shall be for the benefit of the Indemnified Parties), no provision of this Agreement is intended, or will be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any Person other than the Parties hereto.

9.11 Mutual Drafting. This Agreement is the mutual product of the Parties, and each provision hereof has been subject to the mutual consultation, negotiation, and agreement of each of the Parties, and shall not be construed for or against any Party hereto, but according to the application of the rules of interpretation of contracts. Each Party waives the application of any Law or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

9.12 Further Representations. Each Party acknowledges and represents that it has been represented by its own legal counsel in connection with the transactions contemplated by this Agreement, with the opportunity to seek advice as to its legal rights from such counsel. Each Party further represents that it is being independently advised as to the Tax or securities consequences of the transactions contemplated by this Agreement and is not relying on any representations or statements made by any other Party as to such Tax and securities consequences.

9.13 Gender. Unless the context clearly indicates otherwise, where appropriate the singular shall include the plural and the masculine shall include the feminine or neuter, and vice versa, to the extent necessary to give the terms defined herein and/or the terms otherwise used in this Agreement the proper meanings.

9.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

9.15 Counterparts. This Agreement may be executed in two or more counterparts, each of which when executed and delivered shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. This Agreement and any document or schedule required hereby may be executed and delivered by facsimile or electronic mail of a ".pdf" data file, which shall be considered legally binding for all purposes.

9.16 Entire Agreement; Amendments. This Agreement, those documents expressly referred to herein, including all appendices, exhibits and schedules hereto, and the other documents of even date herewith, embody the complete agreement and understanding among the Parties and supersede and preempt any prior understandings, agreements, or representations by or among the Parties, written or oral, which may have related to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party hereto has signed, or has caused to be signed by its officer thereunto duly authorized, this Agreement as of the Execution Date.

BUYER:

VIRATECH CORP.

By: Charandeep
Name: Charandeep Gopishetty
Title: CEO

SELLER:

BLACKWELL PROPERTIES, LLC

By: Charandeep
Name: Charandeep Gopishetty
Its: CEO

CHARANDEEP GOPISHETTY

By: Charandeep
Name: Charandeep Gopishetty
An: Individual

EXHIBITS

Exhibit A	Bill of Sale, Assignment, and Assumption Agreement
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SCHEDULES

Schedule 1.1	Acquired Assets
Schedule 1.2	Specified Excluded Assets
Schedule 1.3	Permitted Encumbrances

EXHIBIT A

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** is entered into as of March 8, 2023, (the "Execution Date") by and among, on one hand, Viratech Corp., a Nevada corporation ("Buyer"), and Blackwell Properties, LLC, a Dubai limited liability company, ("Blackwell") and Charandeep Gopishetty, an individual ("Gopishetty") and the sole-officer, director, and shareholder of Blackwell (collectively, Blackwell and Gopishetty are hereinafter referred to as the "Seller"). Each of the parties to this Agreement is individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 8, 2023, by and between Seller and Buyer, Buyer has agreed to purchase from Seller and Seller has agreed to sell, transfer, assign, convey, and deliver to Buyer the "Acquired Assets" (as such term is defined in the "Asset Purchase Agreement"). All other capitalized terms used, but not defined, herein shall also have those meanings assigned to them in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the premises set forth therein, and for good and valuable consideration as set forth therein, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Transfer and Assignment of the Acquired Assets. In accordance with, and subject to, all the terms and conditions of the Asset Purchase Agreement, Seller hereby irrevocably sells, assigns, grants, conveys, transfers, and delivers (the "Transfer") to Buyer, its successors and assigns, all of Seller's right, title, and interest in and to the Acquired Assets.
2. Assumed Liabilities. In consideration for the Transfer of the Acquired Assets on the date hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, by this Agreement, hereby assumes and becomes responsible for all liabilities and obligations with respect to, and becomes fully responsible for, the assumed liabilities, if any.
3. Waiver of Moral Rights. Except to the extent that any such waiver is prohibited by law, Seller hereby waives the benefits of any provision of law known as "moral rights" or any similar law in any country of the world (including under Section 106A of the U.S. Copyright Act of 1976, as amended) and agrees not to institute, support, maintain or permit any action or lawsuit on the ground that any Asset or any version of any Acquired Assets used, modified or exploited by Buyer, its assignees or licensees, in any way constitutes an infringement of any of Seller's moral rights or is in any way a defamation or mutilation of such Acquired Assets or any part thereof or contains unauthorized variations, alterations, modifications, changes or translations.
4. Further Assurances. If at any time at or after the date hereof Buyer either considers or is advised that any deed, other instrument of conveyance or Transfer, assignment, assumption or assurance or other documentation or the taking of any other act is necessary, desirable, or proper to vest, perfect or confirm in Buyer, its successors or assigns, of record or otherwise, the title to any of the Acquired Assets, Seller agrees, at Buyer's expense, to execute and deliver all such reasonable deeds, instruments, assignments, assumptions, assurances and documents and to do all things reasonably necessary, desirable or proper to vest, perfect or confirm title to such Assets in Buyer, its successors or assigns, and otherwise to carry out the purposes of this Agreement. Seller agrees, at Buyer's expense, to assist Buyer, its successors or assigns, in every proper way to protect Buyer's, its successors or assigns', rights in the Acquired Assets throughout the world, including, without limitation, executing in favor of Buyer, its successors or assigns, patent, copyright, and other applications and assignments relating to the Assets.
5. Validity of Ownership. Seller agrees not to challenge the validity of the ownership by Buyer, its successors, and assigns, of any of the Acquired Assets.

6. Delivery. Seller hereby represents that all Acquired Assets and components thereof have been delivered to Buyer as of the date hereof; provided, however, that from and after the date hereof, if Seller becomes aware of any Acquired Assets in its possession that was not delivered to Buyer as of the date hereof, Seller shall, at Seller's expense, promptly notify Buyer of any such Acquired Assets, and deliver any such Acquired Assets to Buyer in accordance with Buyer's reasonable instructions. Seller's failure to deliver any Acquired Assets hereunder shall, under no circumstances, give rise to any monetary damages or liability whatsoever under this Agreement, and Seller's only obligations (and Buyer's only remedy) under this Agreement is to cause the prompt delivery of such Acquired Assets to Buyer.

7. Counterparts. This Agreement may be executed by facsimile and in multiple counterparts, which, when taken together, shall be deemed a single original instrument.

8. Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Nevada, with no effect given to the principles of conflicts of law.

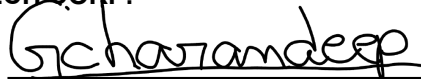
9. Succession and Assignment. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other parties hereto, which consent may not be unreasonably withheld or delayed.

10. Entire Agreement. This Agreement and the Asset Purchase Agreement: (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by the parties thereto.

IN WITNESS WHEREOF, each Party hereto has signed, or has caused to be signed by its officer thereunto duly authorized, this Agreement as of the Execution Date.

BUYER:

VIRATECH CORP.

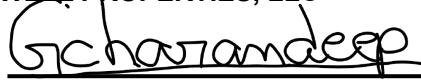
By: 

Name: Charandeep Gopishetty

Title: CEO

SELLER:

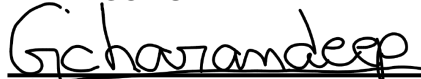
BLACKWELL PROPERTIES, LLC

By: 

Name: Charandeep Gopishetty

Its: CEO

CHARANDEEP GOPISHETTY

By: 

Name: Charandeep Gopishetty

An: Individual

Schedule 1.1

Acquired Assets

Acquired Assets:

Experience - 20 years of experience with turnkey solutions from acquiring land to completion of projects.

Access to Property - More than 5,000,000 sq. ft. of buildable land in major residential areas in Dubai, UAE.

Exclusive Agreements – Exclusive Memos of Understanding with various landowners in Dubai, UAE.

Notebooks - Research or laboratory notepads, production notes, sketchbooks and other informal records of inventions, experiments, or designs (which should be stored securely)

Process documentation - Documentation developed or commissioned and owned by the company relating to products, services, processes, business models or solutions. Includes manuals, drawings, diagrams, manufacturing specifications, tables, charts and plans, templates, mock-ups, and prototypes.

Software code - Unique computer program(s) developed or acquired and owned by the organization which support its everyday operations.

Employment contracts/service agreements - Signed documents (and associated confidential information) setting out the organization's rights of access to employee intellectual capital and ownership of knowledge outputs.

Exclusivity agreements - Contracts which provide a third party with exclusive rights to the organization's goods or services or provide unique access to third party resources.

Government contracts - Agreements to supply Government agencies, bodies, or departments.

Non-disclosure, confidentiality and/or standstill agreements - Agreements which require secrecy to be maintained between the organization and one or more third parties.

Terms and conditions of supply - Agreements which secure access to external resources or materials needed by the firm, which may include preferential terms.

Supplier contracts - Agreements which secure access to external resources or materials needed by the firm, which may include preferential terms.

Sub-contractors - Agreements with third parties to deliver part or all of a finished product, process, or service.

Permissions or rights to operate - Contractual rights to airspace, landing slots, broadcasting, and transmission rights.

Know-how - Knowledge derived from research & development of ineffective or non-productive areas of enquiry related to the innovation.

Proprietary process/technology - One or more novel and distinctive ways of delivering an outcome associated with the organization which are not otherwise protected under IP law (e.g. by way of a patent).

Trade secret - Knowledge built into the organization's products, services, processes, business models or solutions that is exclusively owned, for which strict measures are in place to protect confidentiality.

Unregistered designs - Distinctive product styles associated with the company for which no formal design registration application (national or international) has been made.

Unregistered trademarks - Trading styles (words or images, including logos) associated with the

organization within its target markets for which no formal trademark application (national or international) has been made.

Intellectual property advice - *Relationship with one or more external IP practices, and/or qualified in-house IP expertise, routinely used.*

Supplier knowledge - *Unique, preferential or specialist knowledge of materials, products or services needed to underpin customer value and/or maintain competitive advantage.*

Schedule 1.2

Specified Excluded Assets

Specified Excluded Assets:

None.

Schedule 1.3

Permitted Encumbrances

Permitted Encumbrances:

None.