Supplemental Disclosure for Change of Control Events

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The goal of this disclosure is to provide information with respect to a company's Change of Control event. Please address each of the below items to the best of the company's ability and to the extent they are applicable to the company's Change of Control event.

Disclosure of Change in Control and Other Material Events:

1. A description of event(s) and relevant date(s) resulting in the Change in Control.

   On August 8, 2024, the Board of Directors (the "**Board**") of FrankSpeech Network, Inc. (formerly InCapta, Inc.) ("**us**", "**we**", "**our**" or the "**Company**") completed the acquisition of its now wholly owned subsidiary, FrankSpeech, Inc., a Delaware Corporation("**FS Delaware**"), pursuant to the terms of a share exchange agreement dated July 30, 2024 (the "**Exchange Agreement**"), attached as Exhibit A hereto.

   On August 6, 2024, Greg Martin and Ean Martin, as the two members of the Board, and holders of a majority of the outstanding voting securities of the Company (the "**Consenting Shareholders**") approved the action by written consent (the "**Joint Written Consent**").

   In connection with the acquisition of FS Delaware, the following occurred:

   - We changed our name from Incapta, Inc. to FrankSpeech Network, Inc.
   - We changed our authorized capital to 300 million shares of common Stock, $.001 par value (the "**Common Stock**"), and 10 million shares of preferred stock, $.001 par value, of which 3,700,000 shares were designated as Series A Preferred Stock (the "**Preferred Stock**").
   - We approved a reverse stock split of our common stock at a ratio of 50,000 to 1 (the "**Reverse Split**") which is pending processing by the Financial Industry Regulatory Authority ("**FINRA**").
   - We approved the issuance of 3,700,000 shares of our Series A Preferred Stock on a post-Reverse Split basis in exchange for 100% of the outstanding shares of FS Delaware, under the terms and conditions set forth in the Exchange Agreement by and between the Company, FS Delaware and Kurt B. Olsen Gift Trust 2012, Rev22 Investments LLC (Michael Lindell), Joseph T. Oltmann, Charles Weber, and Todd Carter (the "**FS Shareholders**"), resulting in a change of shareholder voting control of the Company.
   - Our business included the business of FS Delaware.
   - In addition to Gregory Martin and Ean Martin, the existing board members, we appointed Michael Lindell, Joe Oltmann, and Charles Weber to our Board, resulting in a change of control of the Board.
   - Michael Lindell became the Chairman of the Board and our Chief Executive Officer and Chief Executive Officer.
   - Gregory Martin resigned as our Chief Executive officer and will remain as our President.
   - Ean Martin resigned as our Chief Operating Officer and became our Chief Revenue Officer and Chief Financial Officer.
   - Joseph Oltmann became our Chief Operating Officer.
   - Todd Carter became our Chief Technology Officer.
   - Josh Shave became our Chief Marketing Officer.

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2. The name(s) of person(s) who acquired control and person(s) from whom control was assumed. For corporations or other business entities, please provide the name(s) of person(s) beneficially owning or controlling such corporations or entities.

   Michael Lindell acquired control from the Company upon receipt of 3,150,500 shares of the Company's Series A Preferred Stock. Each share of Series A Preferred Stock is entitled to ten (10) votes per share on a post-Reverse Split basis. Mr. Lindell also holds a voting proxy of an aggregate of 41,479,270,000 shares, representing 21,212,550,000 and 20,266,720,000 or an aggregate of 57.42% of the votes on all matters submitted to a vote of the Company's shareholders. The proxy was granted to Mr. Lindell by Greg Martin and Ean Martin.

3. The name(s) of person(s) that participated in, assisted in, organized, or brokered the transaction between the purchaser and seller, resulting in the Change in Control (if applicable).

   N/A

4. A description of assets acquired or disposed of in connection with the Change in Control and the names of the purchaser and seller of such assets (if applicable).

   The Company acquired FS Delaware.

5. Amount and form (e.g., cash, equity securities, promissory note) of consideration paid in connection with the Change in Control.

   The Company approved the issuance of an aggregate of 3,700,000 shares of its Series A Preferred Stock (post-Reverse Split) in exchange for 100% of FS Delaware from the FS Shareholders.

6. A description of any material agreements or other events related to the Change in Control.

   On July 30, 2024, the Company entered into the Exchange Agreement with FS Delaware and the FS Shareholders to acquire 100% of FS Delaware in exchange for 3,700,000 shares of the Company's Series A Preferred Stock. The Exchange Agreement is attached as Exhibit A hereto.

The Company is providing this Supplemental Disclosure to provide limited information about a change of control of the Company. This Supplemental Disclosure does not include all information about the Company and should not be considered complete. It does not contain all of the information that is important to investors or needed to evaluate an investment in the Company. Potential investors should review the information contained herein only with the assistance of their legal and financial advisors and should not purchase the Company's securities until such time as the Company files reports, schedules, and material agreements with the Securities and Exchange Commission, including audited financial information or otherwise provides comparable information through the OTC Markets.

Certification:

August 8, 2024
/s/ Gregory Martin, President
[Officer Signature]

EXHIBIT A: SHARE EXCHANGE AGREEMENT
EXHIBIT B: AMENDMENT TO SHARE EXCHANGE AGREEMENT

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT (this "***Agreement***") is entered into as of July 30, 2024, by and among INCAPTA, INC., a Wyoming corporation ("***INCT***"), FRANKSPEECH INC., a Delaware corporation ("***FS***"), and the stockholders of FS whose names appear on the signature page hereof (the "***FS Stockholders***").

Recitals

It is the intention of the parties hereto that FS become a wholly-owned subsidiary of INCT through the exchange of all outstanding shares of FS (the "***FS Stock***") for shares of Series A Preferred Stock of INCT (the "***INCT Preferred Stock***") on the following terms:

Agreement

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements hereinafter set forth, in accordance with the provisions of applicable law, the parties hereby agree as follows:

ARTICLE I
THE EQUITY EXCHANGE

1.1 **The Share Exchange**. Subject to the terms and conditions of this Agreement, at Closing, the FS Stockholders shall tender all their respective FS Stock to INCT in exchange for INCT Preferred Stock (the "***Share Exchange***"), and FS shall become a wholly-owned subsidiary of INCT.

1.2 **Effective Date**. The Share Exchange will become effective at Closing.

1.3 **Exchange of INCT Preferred Stock**. All outstanding FS Stock will be exchanged for 3,700,000 shares of INCT Preferred Stock.

1.4 **Exchange of Certificates**. At Closing, or as soon as practicable thereafter, INCT shall deliver to the FS Stockholders, or to designees of such FS Stockholders, certificates representing the whole number of shares of INCT Preferred Stock into which such FS Stock shall have been exchanged as set forth herein, and the FS Stockholders certificates of FS Stock shall be delivered to INCT.

1.5 **Reporting of Equity Exchange**. For federal, state, and local income tax return reporting purposes, all parties agree to treat this Agreement and each action contemplated by this Agreement as a nontaxable exchange under Section 368 of the Internal Revenue Code.

1.6 **Board of Directors of INCT**. Simultaneously at Closing, except for ____________ remaining as a director of INCT, the existing officers and directors of INCT shall resign from their positions and individuals selected by FS shall be appointed to fill the vacancies.

ARTICLE II
THE CLOSING

2.1 Time and Place of Closing. The closing of this Agreement (the "***Closing***") shall, unless otherwise agreed to in writing by the parties, take place virtually, at a time and on a date mutually selected by INCT and FS after satisfaction of the conditions precedent to Closing set forth in Article VI.

2.2 Obligations of the FS Stockholders at or Prior to the Closing. At or prior to Closing, and subject to the satisfaction by INCT of its obligations hereunder, the FS Stockholders shall deliver to INCT the following:

(a) A certificate of an officer of FS attaching thereto true and correct copies of the certificate of incorporation and bylaws of FS and the resolutions duly adopted by the directors of FS authorizing the consummation of the transactions contemplated hereby;

(b) The certificate of FS referred to in **Section 6.1** hereof;

(c) The certificates evidencing the FS Stock owned by the FS Stockholders, duly endorsed for transfer to INCT; and

(d) Such other documents as are required pursuant to this Agreement or as may reasonably be requested from the FS Stockholders by INCT or its counsel.

2.3 Obligations of INCT at or Prior to the Closing. At or prior to Closing, and subject to the satisfaction by the FS Stockholders of their obligations hereunder, INCT shall deliver to the FS Stockholders the following:

(a) A certificate of the corporate secretary of INCT attaching thereto true and correct copies of the articles of incorporation and bylaws of INCT and the corporate resolutions duly adopted by the board of directors of INCT authorizing the consummation of the transactions contemplated hereby;

(b) The certificate of INCT referred to in **Section 6.2** hereof;

(c) Certificates or other documentation evidencing the INCT Preferred Stock to be issued to the FS Stockholders pursuant to Article I hereof; and

(d) Such other documents as are required pursuant to this Agreement or as may reasonably be requested from INCT by the FS Stockholders or their counsel.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE FS STOCKHOLDERS

Except as expressly set forth and specifically identified by the section number of this Agreement in the schedule delivered by the FS Stockholders to INCT contemporaneously with the execution of this Agreement (the "***FS Stockholder Disclosure Schedule***"), the FS Stockholders and FS represent, warrant, and covenant to INCT as follows:

3.1 **Organization and Qualification**. FS is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to (i) own, lease and operate its properties and assets as they are now owned, leased and operated and (ii) carry on its business as currently conducted and as proposed to be conducted. FS is duly qualified or licensed to do business in each jurisdiction in which the failure to be so qualified or licensed could have a Material Effect on FS. A "***Material Effect***" shall mean a material adverse effect in the business, operations, properties, assets, liabilities, prospects, or condition (financial or otherwise) of the company.

3.2 **Capitalization**. All of the issued and outstanding membership interests of FS are validly issued, fully paid, and non-assessable, and none of such interests have been issued in violation of the preemptive rights of any person.

3.3 **Subsidiaries and Affiliates**. FS does not own or hold, directly or indirectly, any equity, debt, or other interest in any entity or business or any option to acquire any such interest.

3.4 **Options or Other Rights**. No options, warrants, calls, commitments or other rights to acquire, sell or issue shares or other equity interests of FS, whether upon conversion of other securities or otherwise, are issued or outstanding, and there is no agreement or understanding with respect to the voting of such shares or other equity interests.

3.5 **Ownership of Interests**. The shares of FS Stock are owned of record and beneficially by the FS Stockholders. The FS Stockholders possess full authority and legal right to sell, transfer, and assign the entire legal and beneficial ownership of the FS Stock, free from all liens, claims, and encumbrances of any kind; and there are no outstanding rights or obligations granted by the FS Stockholders to purchase or acquire any of the FS Stock or any interest therein. Upon transfer of the FS Stock to INCT at the Closing, INCT will receive the entire legal and beneficial interest in the FS Stock, free and clear of all liens, claims, and encumbrances and subject to no legal or equitable restrictions of any kind.

3.6 **Validity and Execution of Agreement**. Each of the FS Stockholders and FS has the full legal right, capacity and power required to enter into, execute and deliver this Agreement and to carry out the transactions contemplated herein. This Agreement has been duly executed and delivered by each of the FS Stockholders and FS and constitutes the valid and binding obligation of each of the FS Stockholders and FS, enforceable in accordance with its terms, subject to the qualification that enforcement of the rights and remedies created hereby is subject to: (i) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors; and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

3.7 No Conflict. None of the execution, delivery, or performance of this Agreement does or will:

(a) result in any violation or be in conflict with or constitute a default under any term or provision of the Certificate of Incorporation or Bylaws of FS or any term or provision of any judgment, decree, order, statute, injunction, rule, or regulation applicable to FS or any FS Stockholder, or of any material note, bond, mortgage, indenture, lease, license, franchise, agreement, or other instrument or obligation to which FS or any FS Stockholder is bound;

(b) result in the creation of any material option, pledge, security interest, lien, charge, encumbrance, or restriction, whether imposed by agreement, understanding, law or otherwise, except those arising under applicable federal or state securities laws (hereinafter an "***Encumbrance***") upon any of the properties or assets of FS or any FS Stockholder pursuant to any such term or provision; or

(c) constitute a default under, terminate, accelerate, amend or modify, or give any party the right to terminate, accelerate, amend, modify, abandon, or refuse to perform or comply with, any material contract, agreement, arrangement, commitment, or plan to which FS or any FS Stockholder is a party, or by which FS or any FS Stockholder or any of their respective properties or assets may be subject or bound.

3.8 Consents and Approvals. No federal, state, or other regulatory approvals are required to be obtained, nor any regulatory requirements complied with, by FS or any FS Stockholder in connection with this Agreement or any action contemplated by this Agreement.

3.9 Violation of Laws, Permits, etc.

(a) FS is not in violation of any term or provision of its Certificate of Incorporation or Bylaws, or of any material term or provision of any judgment, decree, order, statute, law, injunction, rule, ordinance, or governmental regulation that is applicable to it and where the failure to comply with which would have a Material Effect.

(b) FS has maintained in full force and effect all certificates, licenses, and permits material to the conduct of its business, and has not received any notification that any revocation or limitation thereof is threatened or pending.

3.10 Books and Records. The books and records of FS (including, without limitation, the books of account, minute books, and stock record books) are complete and correct in all material respects and have been maintained in accordance with sound business practices. The minute books of FS are complete and current in all material respects and, as applicable, accurately reflect all actions taken by the members and managers of FS since the date of inception of FS, and all signatures contained therein are the true signatures of the persons whose signatures they purport to be.

3.11 FS Financial Statements. The audited balance sheets of FS as of December 31, 2023 and

2022, and the related statements of income, statements of cash flow and statements of stockholders' equity for the years then ended (the "***FS Financial Statements***"), true and complete copies of which have been delivered to INCT, present fairly, in all material respects, the financial position of FS as at such dates and the results of operations of FS for the years then ended, in accordance with generally accepted accounting principles ("***GAAP***") consistently applied for the periods covered thereby.

3.12 Undisclosed Liabilities. FS does not have any material direct or indirect indebtedness, liability, claim, loss, damage, deficiency, obligation or responsibility, fixed or unfixed, choate or inchoate, liquidated or un-liquidated, secured or unsecured, accrued, absolute, contingent or otherwise (all of the foregoing being collectively referred to as "***Liabilities***" and individually as a "***Liability***"), of a kind required by GAAP to be set forth on a financial statement that is not fully and adequately reflected or reserved against on the FS Financial Statements. FS does not have any Liabilities, whether or not of a kind required by GAAP to be set forth on a financial statement, other than (i) Liabilities incurred in the ordinary course of business since the date of the latest balance sheet included in the FS Financial Statements that are consistent with past practice and are included in the latest FS Financial Statements, (ii) Liabilities that are fully reflected on or reserved against on the latest balance sheet included in the FS Financial Statements, or (iii) as specifically disclosed in the FS Financial Statements.

3.13 Title to Property; Encumbrances. FS has good and indefeasible title to and other legal right to use all properties and assets, real, personal and mixed, tangible and intangible, reflected as owned on the latest balance sheet included in the FS Financial Statements or acquired after the date of such balance sheet, except for properties and assets disposed of in accordance with customary practice in the business or disposed of for full and fair value since the date of such balance sheet in the ordinary course of business consistent with past practice and except for matters that would not have a Material Effect.

3.14 Taxes.

(a) FS has duly and timely filed all returns, reports, information returns, or other documents (including any related or supporting information) filed or required to be filed with any federal, state, local, or foreign governmental entity or other authority in connection with the determination, assessment or collection of any Tax (whether or not such Tax is imposed on FS) or the administration of any laws, regulations or administrative requirements relating to any Tax, report and declaration of estimated tax, or estimated tax deposit form (hereinafter "***Tax Returns***");

(b) FS has paid all taxes, charges, fees, levies or other assessments imposed by any federal, state, local or foreign taxing authority, whether disputed or not, including, without limitation, income, capital, estimated, excise, property, sales, transfer, withholding, employment, payroll, and franchise taxes including any interest, penalties or additions attributable to or imposed on or with respect to such assessments and any expenses incurred in connection with the settlement of any tax liability ("***Tax***" or "***Taxes***") which have become due whether pursuant to Tax

Returns or any assessment received by it or otherwise, and has paid all installments of estimated Taxes due.

(c) FS has duly withheld and collected all Taxes which FS is required by law to withhold or to collect, and has paid such Taxes to the proper court, tribunal, arbitrator or government or political subdivision thereof, whether federal, state, county, local or foreign, or any agency, authority, official or instrumentality of any such government or political subdivision (hereinafter "***Governmental or Regulatory Body***").

(d) There are no tax liens upon any of the assets or properties of FS except for any lien, pledge, hypothecation, mortgage, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, transfer restriction under any member or similar agreement, encumbrance or any other restriction or limitation whatsoever, other than (i) materialmen's, mechanics', repairmen's or other like liens arising in the ordinary course of business for amounts either not yet due or being contested in good faith and by appropriate proceedings so long as such proceedings shall not involve any material danger of sale, forfeiture or loss of any part of the assets and shall have been disclosed to INCT hereunder, or (ii) any lien arising as a result of any act or omission of INCT (hereinafter "***Liens***") for Taxes not yet due.

(e) FS is not a party to any express tax settlement agreement, arrangement, policy or guideline, formal or informal (a "***Settlement Agreement***"), and FS does not have any obligation to make payments under any Settlement Agreement.

3.15 Litigation.

(a) There is no action, proceeding, investigation, or inquiry pending or, to the best of the knowledge of FS or the FS Stockholders, threatened (i) against or affecting any of FS's assets or business that, if determined adversely to FS, would result in a Material Effect or (ii) that questions this Agreement or any action contemplated by this Agreement.

(b) Neither the FS Stockholders nor FS has any knowledge of any state of facts or of the occurrence or nonoccurrence of any event or group of related events that should reasonably cause FS or the FS Stockholders to determine that there exists any basis for any material claim against FS for any of the matters described in paragraph (a) above.

3.16 Contracts and Other Agreements. FS has made available to INCT complete and correct copies of all material written agreements, contracts, and commitments, together with all amendments thereto, and accurate (in all material respects) descriptions of all material oral agreements. Such agreements, contracts, and commitments are in full force and effect, and, to the best of FS's knowledge, all other parties to such agreements, contracts, and commitments have performed all obligations required to be performed by them thereunder in all material respects and are not in default thereunder in any material respect.

3.17 **ERISA**. There are no employee benefit plans as defined in ERISA ("***Plans***") maintained for the benefit of, or covering, any employee, former employee, independent contractor or former independent contractor of FS, or their dependents or their beneficiaries, or otherwise, now or heretofore contributed to by FS, and no such Plan is or has ever been subject to ERISA.

3.18 **Licenses and Permits**. No material government permits, licenses, domain name and other registrations, and other consents and authorizations (federal, state, local and foreign) of any Governmental or Regulatory Body (collectively, "***Permits***") are required to be obtained by FS in connection with its properties or the business of FS. FS has not received any notice of any claim of revocation of any such Permit and has no knowledge of any event which would be likely to give rise to such a claim.

3.19 **Brokers**. All negotiations relating to this Agreement and the transactions contemplated hereby have been carried out by FS and the FS Stockholders directly with INCT without the intervention of any other person on behalf of FS or the FS Stockholders in such manner as to give rise to any valid claim by any person against FS, the FS Stockholders or INCT for a finder's fee, brokerage commission or similar payment.

3.20 **Acquisition of INCT Shares**. Each FS Stockholder acknowledges that the shares of INCT Preferred Stock are restricted securities under the Securities Act of 1933 (the "***Securities Act***") and represents that such FS Stockholder (i) is acquiring the INCT Preferred Stock for his, her or its own account without a view to distribution within the meaning of the Securities Act; (ii) has received from INCT all information that he, she or it has deemed necessary to make an informed investment decision with respect to an investment in INCT in general and the INCT Preferred Stock in particular; (iii) is financially able to bear the economic risks of an investment in INCT; and (iv) has such knowledge and experience in financial and business matters in general and with respect to investments of a nature similar to the INCT Preferred Stock so as to be capable, by reason of such knowledge and experience, of evaluating the merits and risks of, and making an informed business decision with regard to, the acquisition of the INCT Preferred Stock. Each FS Stockholder understands and agrees that the certificates evidencing the INCT Preferred Stock shall bear the usual restrictive legend pertaining to Rule 144 under the Securities Act and that the INCT Preferred Stock will not be transferable except in accordance with applicable rules and regulations of the SEC.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF INCT

Except as expressly set forth and specifically identified by the section number of this Agreement in the schedule delivered by INCT to FS and the FS Stockholders contemporaneously with the execution of this Agreement (the "***INCT Disclosure Schedule***"), INCT represents, warrants, and covenants to FS and the FS Stockholders as follows:

4.1 **Organization and Qualification**. INCT is a corporation duly organized, validly existing and in good standing under the laws of the State of Wyoming and has all requisite corporate power and authority to (a) own, lease and operate its properties and assets as they are now owned, leased and operated and (b) carry on its business as currently conducted and as proposed to be conducted. INCT is duly qualified or licensed to do business in each jurisdiction in which the failure to be so qualified or licensed could have a Material Effect.

4.2 **Capitalization**. The capital stock of INCT consists of 300,000,000 authorized and 72,198,599,433 (pre-1-for-50,000 reverse split) issued and outstanding shares of common stock, $0.001 par value per share, and 10,000,000 authorized shares of preferred stock, none of which are issued or outstanding. All of the issued and outstanding shares of capital stock of INCT are validly issued, fully paid, and nonassessable, and none of such shares have been issued in violation of the preemptive rights of any person. When issued at Closing, the INCT Preferred Stock shall be validly issued, fully paid, and nonassessable.

4.3 **Subsidiaries and Affiliates**. INCT does not own or hold, directly or indirectly, any equity, debt, or other interest in any entity or business or any option to acquire any such interest.

4.4 **Options or Other Rights**. No options, warrants, calls, commitments or other rights to acquire, sell or issue shares of capital stock or other equity interests of INCT whether upon conversion of other securities or otherwise, are issued or outstanding, and there is no agreement or understanding with respect to the voting of such capital stock or other equity interests.

4.5 **Validity and Execution of Agreement**. The execution and performance of this Agreement have been duly and validly authorized by the board of directors of INCT and no other corporate action by INCT is necessary to authorize the execution, delivery, and performance of this Agreement, except for the reverse stock split, increase in authorized capital stock and change of the corporate name described in **Section 6.2** hereof. INCT has the corporate power and authority to execute and perform this Agreement and to carry out the transactions contemplated herein. This Agreement has been duly and validly executed on behalf of INCT and is a valid and binding obligation of INCT, enforceable in accordance with its terms, subject to the qualification that enforcement of the rights and remedies created hereby is subject to: (i) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors; and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

4.6 **No Conflict**. None of the execution, delivery, or performance of this Agreement does or will:

(a) result in any violation or be in conflict with or constitute a default under any term or provision of the Articles of Incorporation or bylaws of INCT or any term or provision of any judgment, decree, order, statute, injunction, rule, or regulation applicable to INCT, or of any material note, bond, mortgage, indenture, lease, license, franchise, agreement, or other instrument or obligation to which INCT is bound;

(b) result in the creation of any Encumbrance upon any of the properties or assets of INCT pursuant to any such term or provision; or

(c) constitute a default under, terminate, accelerate, amend or modify, or give any party the right to terminate, accelerate, amend, modify, abandon, or refuse to perform or comply with, any material contract, agreement, arrangement, commitment, or plan to which INCT is a party, or by which INCT or any of its properties or assets may be subject or bound.

4.7 Consents and Approvals. No federal, state, or other regulatory approvals are required to be obtained, nor any regulatory requirements complied with, by INCT in connection with this Agreement or any action contemplated by this Agreement.

4.8 Violation of Laws, Permits, etc.

(a) INCT is not in violation of any term or provision of its Articles of Incorporation or bylaws, or of any material term or provision of any judgment, decree, order, statute, law, injunction, rule, ordinance, or governmental regulation that is applicable to it and where the failure to comply with which would have a Material Effect.

(b) INCT has maintained in full force and effect all certificates, licenses, and permits material to the conduct of its business, and has not received any notification that any revocation or limitation thereof is threatened or pending.

4.9 Books and Records. The books and records of INCT (including, without limitation, the books of account, minute books, and stock record books) are complete and correct in all material respects and have been maintained in accordance with sound business practices. The minute books of INCT are complete and current in all material respects and, as applicable, accurately reflect all actions taken by the shareholders and the board of directors of INCT since the date of inception of INCT, and all signatures contained therein are the true signatures of the persons whose signatures they purport to be.

4.10 INCT Financial Statements.

(a) The audited balance sheets of INCT as of December 31, 2023 and 2022, and the related statements of income, statements of cash flow and statements of stockholders equity for the years then ended, true and complete copies of which have been delivered to the FS Stockholders, present fairly, in all material respects, the financial position of INCT as at such dates and the results of operations of INCT for the year then ended, in accordance with GAAP consistently applied for the periods covered thereby.

(b) The unaudited balance sheet of INCT as of March 31, 2024 and the related statements of income, statements of cash flow and statements of stockholders equity for the period then ended, true and complete copies of which have been delivered to the FS Stockholders, present fairly, in all material respects, the financial position of INCT as of such date and the results of operations of INCT for the period then ended, in each case in accordance with GAAP consistently applied for the three-month period covered thereby.

(c) The financial statements referred to in paragraphs (a) and (b) above are hereinafter referred to as the ***INCT Financial Statements***.

4.11 Undisclosed Liabilities. INCT does not have any Liabilities of a kind required by GAAP to be set forth on a financial statement that is not fully and adequately reflected or reserved against on the INCT Financial Statements. INCT does not have any Liabilities, whether or not of a kind required by GAAP to be set forth on a financial statement, other than (i) Liabilities incurred in the ordinary course of business since the date of the latest balance sheet included in the INCT Financial Statements that are consistent with past practice and are included in the latest INCT Financial Statements, (ii) Liabilities that are fully reflected on or reserved against on the latest balance sheet included in the INCT Financial Statements, or (iii) as specifically disclosed in the INCT Financial Statements.

4.12 Title to Property; Encumbrances. INCT has good and indefeasible title to and other legal right to use all properties and assets, real, personal and mixed, tangible and intangible, reflected as owned on the latest balance sheet included in the INCT Financial Statements or acquired after the date of such balance sheet, except for properties and assets disposed of in accordance with customary practice in the business or disposed of for full and fair value since the date of such balance sheet in the ordinary course of business consistent with past practice and except for matters that would not have a Material Effect.

4.13 Taxes.

(a) INCT has duly and timely filed all Tax Returns, reports and declarations of estimated tax or estimated tax deposit forms required to be filed.

(b) INCT has paid all Taxes which have become due whether pursuant to Tax Returns or any assessment received by it or otherwise, and has paid all installments of estimated Taxes due.

(c) INCT has duly withheld and collected all Taxes which INCT is required by law to withhold or to collect, and has paid such Taxes to the proper Governmental or Regulatory Body.

(d) There are no tax liens upon any of the assets or properties of INCT except for Liens for Taxes not yet due.

(e) INCT is not a party to any Settlement Agreement, and INCT does not have any obligation to make payments under any Settlement Agreement.

4.14 Litigation.

(a) There is no action, proceeding, investigation, or inquiry pending or, to the best of INCT's knowledge, threatened (i) against or affecting any of INCT's assets or business that, if determined adversely to INCT, would result in a Material Effect or (ii) that questions this Agreement or any action contemplated by this Agreement.

(b) INCT has no knowledge of any state of facts or of the occurrence or nonoccurrence of any event or group of related events; that should reasonably cause INCT to determine that there exists any basis for any material claim against INCT for any of the matters described in paragraph (a) above.

4.15 Contracts and Other Agreements. INCT has made available to the FS Stockholders complete and correct copies of all material written agreements, contracts, and commitments, together with all amendments thereto, and accurate (in all material respects) descriptions of all material oral agreements. Such agreements, contracts, and commitments are in full force and effect, and, to the best of INCT's knowledge, all other parties to such agreements, contracts, and commitments have performed all obligations required to be performed by them thereunder in all material respects and are not in default thereunder in any material respect.

4.16 Compensation Arrangements; Officers, Directors and Employees. INCT does not pay any compensation to any of its officers and directors and has no employees. INCT has not made a commitment or agreement (verbally or in writing) to pay any compensation to such persons.

4.17 ERISA. There are no Plans maintained for the benefit of, or covering, any employee, former employee, independent contractor or former independent contractor of INCT or their dependents or their beneficiaries, or otherwise, now or heretofore contributed to by INCT and no such Plan is or has ever been subject to ERISA.

4.18 Brokers. All negotiations relating to this Agreement and the transactions contemplated hereby have been carried out by FS and the FS Stockholders directly with INCT without the intervention of any other person on behalf of FS and the FS Stockholders in such manner as to give rise to any valid claim by any person against FS, the FS Stockholders or INCT for a finder's fee, brokerage commission or similar payment.

4.19 Approval of Share Exchange. The board of directors of INCT has approved this Agreement and each action contemplated by this Agreement without reservation or qualification.

4.20 Investment Company. INCT is not an investment company within the meaning of Section 3 of the Investment Company Act.

ARTICLE V
ACTIONS PRIOR TO CLOSING

5.1 **Corporate Examinations and Investigations**. At or prior to the Closing Date, INCT and FS shall be entitled to make such investigation of the assets, properties, business and operations of the other party and such examination of the books, records, Tax Returns, financial condition and operations of the other party as may be desired. Any such investigation and examination shall be conducted at reasonable times and under reasonable circumstances and each party shall cooperate fully therein. In order that a party may have full opportunity to make such a business, accounting and legal review, examination or investigation as it may wish of the business and affairs of the other party, the party being examined shall furnish to the examining party during such period all such information and copies of such documents concerning the affairs of the party being examined as the examining party may reasonably request and cause the officers, employees, consultants, agents, accountants and attorneys of the party being examined to cooperate fully with the examining party of all material facts affecting the financial condition and business operations of the party being examined. Until the Closing and, if the Closing shall not occur, thereafter, the examining party and its affiliates shall keep confidential and shall not use in any manner inconsistent with the transactions contemplated by this Agreement and after termination of this Agreement, the examining party and its affiliates shall not disclose, nor use for their own benefit, any information or documents obtained from the party being examined concerning its assets, properties, business and operations, unless (i) readily ascertainable from public or published information, or trade sources, (ii) received from a third party not under an obligation to the party being examined to keep such information confidential, or (iii) required by any Law or order of a court of competent jurisdiction. If this transaction does not close for any reason, the examining party and its affiliates shall return or destroy all such confidential information and compilations thereof as is practicable, and shall certify such destruction or return to the party being examined.

5.2 **Conduct of Business**. From the date hereof through the Closing Date, (i) the FS Stockholders shall cause the business of FS to be conducted in the ordinary course in the same manner as it has been conducted since its inception; and (ii) INCT shall conduct its business in the ordinary course in the same manner as it has been conducted since its inception. INCT and the FS Stockholders covenant that, except with the prior written consent of FS or INCT, as the case may be, which consent shall not be unreasonably withheld, FS and INCT will not enter into any transaction other than in the ordinary course of business.

5.3 **Preservation of Business**. From the date hereof through the Closing Date, the FS Stockholders shall cause FS to use commercially reasonable efforts to (i) preserve intact the business, assets, properties and organizations of FS, (ii) keep available the services of the present officers, consultants and agents of FS; and (iii) maintain the present suppliers and customers and preserve the goodwill of FS.

5.4 **Advice of Changes**. The FS Stockholders will promptly advise INCT in writing from time to time prior to the Closing with respect to any matter hereafter arising and known to them that, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in the FS Stockholder Disclosure Schedule or would have resulted in any representation of the FS Stockholders in this Agreement being untrue in any material respect. INCT will promptly advise the FS Stockholders in writing from time to time prior to the Closing with respect to any matter hereafter arising and known to it that, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in the INCT Disclosure Schedule or would have resulted in any representation of INCT in this Agreement being untrue.

5.5 Other Agreements. The FS Stockholders and INCT agree to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, including, without limitation, the obtaining of all necessary waivers, consents and approvals and the effecting of all necessary registrations and filings, including, but not limited to, submissions of information requested by Governmental or Regulatory Bodies and any other persons required to be obtained by them for the consummation of the closing and the continuance in full force and effect of the permits, contracts and other agreements set forth on the Schedules to this Agreement.

ARTICLE VI
CONDITIONS PRECEDENT TO CLOSING

6.1 Conditions Precedent to the Obligations of INCT to Complete the Closing. The obligations of INCT to enter into and complete the Closing are subject to the fulfillment of the following conditions, any one or more of which may be waived by INCT:

(a) (i) All of the terms, covenants, and conditions of this Agreement to be complied with or performed by the FS Stockholders at or before the Closing shall have been duly complied with and performed in all material respects, (ii) the representations and warranties of the FS Stockholders set forth in Article III shall be true in all material respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing, and (iii) INCT shall have received a certificate to such effect from the FS Stockholders.

(b) All consents, waivers, approvals, licenses, authorizations of, or filings or declarations with third parties or Governmental or Regulatory Bodies required to be obtained by FS or the FS Stockholders in order to permit the transactions contemplated by this Agreement to be consummated in accordance with agreements and court orders applicable to FS or the FS Stockholders and applicable governmental laws, rules, regulations and agreements shall have been obtained and any waiting period thereunder shall have expired or been terminated, and INCT shall have received a certificate from the FS Stockholders to such effect.

(c) All actions, proceedings, instruments, and documents in connection with the consummation of the transactions contemplated by this Agreement, including the forms of all documents, legal matters, opinions, and procedures in connection therewith, shall have been approved in form and substance by counsel for INCT, which approval shall not be unreasonably withheld.

(d) The FS Stockholders shall have furnished such certificates to evidence compliance with the conditions set forth in this Article, as may be reasonably requested by INCT or its counsel.

(e) FS shall not have suffered any Material Effect.

(f) No material information or data provided or made available to INCT by or on behalf of FS shall be incorrect in any material respect.

(g) No investigation and no suit, action, or proceeding before any court or any governmental or regulatory authority shall be pending or threatened by any state or federal governmental or regulatory authority, against FS or any of its affiliates, associates, officers, or directors seeking to restrain, prevent, or change in any material respect the transactions contemplated hereby or seeking damages in connection with such transactions that are material to FS.

(h) FS shall have had its financial statements audited in accordance with SEC requirements so as to be able to have a registration statement filed after Closing.

6.2 Conditions Precedent to the Obligations of the FS Stockholders to Complete the Closing. The obligations of the FS Stockholders to enter into and complete the Closing are subject to the fulfillment on or prior to the Closing Date, of the following conditions, any one or more of which may be waived by the FS Stockholders:

(a) (i) All of the terms, covenants, and conditions of this Agreement to be complied with or performed by INCT at or before the Closing shall have been duly complied with and performed in all material respects, (ii) the representations and warranties of INCT set for in Article IV shall be true in all material respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing, and (iii) the FS Stockholders shall have received a certificate to such effect from INCT.

(b) All consents, waivers, approvals, licenses, authorizations of, or filings or declarations with third parties or Governmental or Regulatory Bodies required to be obtained by INCT in order to permit the transactions contemplated by this Agreement to be consummated in accordance with agreements and court orders applicable to INCT and applicable governmental laws, rules, regulations and agreements shall have been obtained and any waiting period thereunder shall have expired or been terminated, and the FS Stockholders shall have received a certificate from INCT to such effect.

(c) All actions, proceedings, instruments, and documents in connection with the consummation of the transactions contemplated by this Agreement, including the forms of all documents, legal matters, opinions, and procedures in connection therewith, shall have been approved in form and substance by counsel for the FS Stockholders, which approval shall not be unreasonably withheld.

(d) INCT shall have furnished such certificates to evidence compliance with the conditions set forth in this Article, as may be reasonably requested by the FS Stockholders or their counsel.

(e) INCT shall not have suffered any Material Effect.

(f) No material information or data provided or made available to the FS Stockholders by or on behalf of INCT shall be incorrect in any material respect.

(g) No investigation and no suit, action, or proceeding before any court or any governmental or regulatory authority shall be pending or threatened by any state or federal governmental or regulatory authority, against INCT or any of its affiliates, associates, officers, or directors seeking to restrain, prevent, or change in any material respect the transactions contemplated hereby or seeking damages in connection with such transactions that are material to INCT.

(h) At Closing, all but one member of INCT's Board of Directors shall resign, whereupon persons designated by the FS Stockholders shall be appointed by the remaining director of INCT to fill the vacancies.

(i) INCT shall have effected a 1-for-50,000 reverse stock split on the issued and outstanding shares of Common Stock.

(j) INCT shall have obtained shareholder approval for Articles of Amendment to its Articles of Incorporation with the Secretary of State of the State of Wyoming, to (i) reduce its authorized shares of common stock to 300,000,000, $0.001 par value, and (ii) change the name of INCT to "FrankSpeech Network, Inc."

ARTICLE VII
POST-CLOSING COVENANTS

The parties covenant to take the following actions after the Closing Date:

7.1 Further Information. Following the Closing, each party will afford to the other party, its counsel and its accountants, during normal business hours, reasonable access to the books, records and other data of FS or INCT, as the case may be, relating to the business of FS or INCT in their possession with respect to periods prior to the Closing and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required by the requesting party (a) to facilitate the investigation, litigation and final disposition of any claims which may have been or may be made against any party or its affiliates and (b) for any other reasonable business purpose.

7.2 Record Retention. Each party agrees that for a period of not less than five years following the Closing Date, such party shall not destroy or otherwise dispose of any of the Books and Records of FS or INCT relating to the business of FS or INCT in his or its possession with respect to periods prior to the Closing Date. Each party shall have the right to destroy all or part of such Books and Records after the fifth anniversary of the Closing Date or, at an earlier time by giving each other party hereto thirty (30) days prior written notice of such intended disposition and by offering to deliver to the other party or parties, at the other party's or parties' expense, custody of such Books and Records as such party may intend to destroy.

7.3 Post-Closing Assistance. The FS Stockholders on the one hand, and INCT, on the other hand, will provide each other with such assistance as may reasonably be requested in connection with the preparation of any Tax Return, any audit or other examination by any taxing authority, or any judicial or administrative proceedings relating to liability for Taxes, and each will retain and provide the requesting party with any records or information that may be reasonably relevant to such return, audit or examination, proceedings or determination. The party requesting assistance shall reimburse the other party for reasonable out-of-pocket expenses incurred in providing such assistance. Any information obtained pursuant to this **Section 7.3** or pursuant to any other Section hereof providing for the sharing of information or the review of any Tax Return or other schedule relating to Taxes shall be kept confidential by the parties hereto.

ARTICLE VIII
TERMINATION OF AGREEMENT

8.1 Termination. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by mutual written consent of INCT and the FS Stockholders;

(b) by INCT on the one hand, or by all of the FS Stockholders, on the other hand, by written notice to the other party hereto, if the Closing shall not have occurred on or prior to the close of business on August 31, 2024(unless such event has been caused by a breach of this Agreement by the party seeking such termination);

(c) by INCT or by all of the FS Stockholders if a Governmental or Regulatory Body has permanently enjoined or prohibited consummation of this Agreement or any action contemplated by this Agreement and such court or government action is final and nonappealable;

(d) by INCT if the FS Stockholders have failed to comply in any material respect with any of its covenants or agreements under this Agreement that are required to be complied with prior to the date of such termination; or

(e) by the FS Stockholders if INCT has failed to comply in any material respect with any of its covenants or agreements under this Agreement that are required to be complied with prior to the date of such termination.

8.2 **Survival After Termination**. If this Agreement is terminated pursuant to **Section 8.1**, (a) this Agreement shall become null and void and of no further force and effect, except for the provisions of **Section 5.1** relating to the obligation to keep confidential certain information and (b) there shall be no liability on the part of FS or INCT or their respective affiliates.

ARTICLE IX
MISCELLANEOUS

9.1 **Expenses**. Each party shall be solely responsible for its own legal and accounting fees in connection with this Agreement.

9.2 **Further Assurances**. At any time and from time to time after the Closing Date at the request of INCT, and without further consideration, the FS Stockholders will execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action as INCT may reasonably deem necessary or desirable in order to transfer, convey and assign the FS Stock to INCT and to assist INCT in exercising all rights with respect thereto. The parties shall use their best efforts to fulfill or obtain the fulfillment of the conditions to the Closing, including, without limitation, the execution and delivery of any document or other papers, the execution and delivery of which are conditions precedent to the Closing.

9.3 **Notices**. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be given personally, sent by facsimile transmission or sent by prepaid air courier or certified or express mail, postage prepaid. Any such notice shall be deemed to have been given (i) when received, if delivered in person, sent by facsimile transmission and confirmed in writing within three (3) business days thereafter or sent by prepaid air courier or (ii) three (3) business days following the mailing thereof, if mailed by certified first class mail, postage prepaid, return receipt requested, in any such case as follows (or to such other address or addresses as a party may have advised the other in the manner provided in this Section 9.3):

<u>If to the FS Stockholders:</u>
Frankspeech Inc.
6200 S. Syracuse Way, Suite 125
Greenwood Village, CO 80111
Attention: Michael Lindell
Email: mike@frankspeech.com

<u>If to INCT:</u>
InCapta, Inc.
1876 Horse Creek Road

Cheyenne, WY 82009
Attention: Greg Martin
Email: president@incapta.com

9.4 **Arbitration**. Any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement or the agreements or transactions contemplated by this Agreement shall be finally settled by binding arbitration. The arbitration shall be conducted and the arbitrator chosen in accordance with the rule of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of INCT and the FS Stockholders. In connection with any such arbitration, each party shall be afforded the opportunity to conduct discovery in accordance with the Federal Rules of Civil Procedure.

(a) The seat of the arbitration shall be in Laramie County, Wyoming, and will follow the format known as “Baseball Arbitration”. Each of the FS Stockholders and INCT hereby irrevocably submits to the jurisdiction of the arbitrator in Laramie County, Wyoming, and waives any defense in an arbitration based upon any claim that such party is not subject personally to the jurisdiction of such arbitrator, that such arbitration is brought in an inconvenient format, or that such venue is improper.

(b) The arbitral award shall be in writing and shall be final and binding on each of the parties to this Agreement. The award may include an award of costs, including reasonable attorneys’ fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the parties or their assets. Each of the FS Stockholders and INCT acknowledges and agrees that by agreeing to these arbitration provisions each of the parties hereto is waiving any right that such party may have to a jury trial with respect to the resolution of any dispute under this Agreement or the agreements or transactions contemplated hereby.

9.5 **Publicity**. No publicity release or announcement concerning this Agreement or the transactions contemplated hereby shall be made without advance approval thereof by INCT and the FS Stockholders except as may be required by applicable law.

9.6 **Entire Agreement**. This Agreement and the agreements, certificates and other documents delivered pursuant to this Agreement contain the entire agreement among the parties with respect to the transactions described herein, and supersede all prior agreements, written or oral, with respect thereto.

9.7 **Waivers and Amendments**. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof

9.8 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming without regard to principles of conflicts of law.

9.9 Binding Effect, No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not assignable by any party hereto without the prior written consent of the other parties hereto except by operation of law and any other purported assignment shall be null and void.

9.10 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

9.11 Headings. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

9.12 Severability of Provisions. If any provision or any portion of any provision of this Agreement or the application of such provision or any portion thereof to any person or circumstance, shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement, or the application of such provision or portion of such provision as is held invalid or unenforceable to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

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

INCT:

InCapta, Inc.

By: Greg Martin
Name: Greg Martin
Title: Chairman and President

FS:

Frankspeech Inc.

By: Michael Lindell
Name: Michael Lindell
Title: CEO

FS STOCKHOLDERS:

Kurt B. Olsen Gift Trust 2012

By: Kurt B. Olsen
Kurt B. Olsen, Trustee

Rev22 Investments LLC

By: Michael Lindell
Michael Lindell

Joseph T. Oltmann
Joseph T. Oltmann

Todd Carter
Todd Carter

Charles Weber
Charles Weber

Signature: Gregory Martin (Jul 30, 2024 18:34 CDT)
Email: president@incapta.com

Signature: Michael Lindell
Michael Lindell (Jul 30, 2024 18:15 CDT)
Email: mike@mypillow.com

Signature: Kurt B. Olsen (Jul 30, 2024 19:59 EDT)
Email: ko@olsenlawpc.com

Signature: Joseph T. Oltmann
Joseph T. Oltmann (Jul 31, 2024 11:35 MDT)
Email: joe@pidoxa.com

Signature: Todd Carter
Todd Carter (Jul 31, 2024 12:01 CDT)
Email: tc@mypillow.com

Signature: Charles Weber
Charles Weber (Jul 30, 2024 18:11 MDT)
Email: dr.chuckweber@protonmail.com

AMENDMENT TO SHARE EXCHANGE AGREEMENT

THIS AMENDMENT (the "***Amendment***") to the SHARE EXCHANGE AGREEMENT entered into as of July 30, 2024, by and among INCAPTA, INC., a Wyoming corporation ("***INCT***"), FRANKSPEECH INC., a Delaware corporation ("***FS***"), and the stockholders of FS whose names appear on the signature page hereof (the "***FS Stockholders***") (the "***Agreement***") is dated as of August 7, 2024.

WHEREAS, Section 9.7 of the Agreement provides that the Agreement may be amended by a written instrument signed by the parties;

NOW THEREFORE, INCT, FS and the FS Stockholders agree as follows:

1. FS and the FS Stockholders hereby agree to the removal of Section 6.2(i) of the Agreement, which had required as a condition to Closing that INCT shall have effected a 1-for-50,000 reverse stock split on the issued and outstanding shares of Common Stock (the "***Reverse Stock Split***").

2. Gregory Martin and Ean Martin personally grant Michael J. Lindell the right to vote their shares of INCT Common Stock until such time as the Reverse Stock Split is implemented.

3. Except as amended herein, the terms and conditions of the Agreement shall remain unmodified and in full force and effect. The Agreement, as modified and amended by this Amendment, is hereby ratified and confirmed. In the event of a conflict between the terms and conditions of this Amendment and the Agreement, this Amendment shall govern and control.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.

[The remainder of this page has been left blank intentionally.]

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

INCT:

InCapta, Inc.

By: ____________________
Name: Gregory Martin
Title: Chairman and President

FS:

Frankspeech Inc.

By: Michael Lindell
Name: Michael Lindell
Title: CEO

FS STOCKHOLDERS:

Kurt B. Olsen Gift Trust 2012

By: Kurt B. Olsen
Kurt B. Olsen, Trustee

Rev22 Investments LLC

By: Michael Lindell
Michael Lindell

Joseph T. Oltmann
Joseph T. Oltmann

____
Todd Carter

Charles Weber
Charles Weber

Agreement as to paragraph 2 of this Amendment:

____
Gregory Martin

____
Ean Martin

Signature: Michael Lindell
Michael Lindell (Aug 8, 2024 09:19 CDT)
Email: mike@mypillow.com

Signature: Joseph T. Oltmann
Joseph T. Oltmann (Aug 8, 2024 09:15 MDT)
Email: joe@pidoxa.com

Signature:
Kurt B. Olsen (Aug 8, 2024 10:39 EDT)
Email: ko@olsenlawpc.com

Signature:
Email: todd@mypillow.com

Signature: Charles Weber
Charles Weber (Aug 8, 2024 10:00 CDT)
Email: dr.chuckweber@protonmail.com

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

INCT:

InCapta, Inc.

By: ______________________________
Name: Gregory Martin
Title: Chairman and President

FS:

Frankspeech Inc.

By: ______________________________
Name: Michael Lindell
Title: CEO

FS STOCKHOLDERS:

Kurt B. Olsen Gift Trust 2012

By: ______________________________
Kurt B. Olsen, Trustee

Rev22 Investments LLC

By: ______________________________
Michael Lindell

____
Joseph T. Oltmann

Todd Carter
____
Todd Carter

____
Charles Weber

Agreement as to paragraph 2 of this Amendment:

____
Gregory Martin

____
Ean Martin

Signature: ________________
Todd Carter (Aug 8, 2024 09:52 CDT)
Email: tc@mypillow.com