

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

PRANAY BAJJURI, NIRMAL GORLA,)	Case No. CI 22-1240
SATHWIK MADISHETTI, TERRALAND)	
HOLDINGS, LLC, and SSRRW, LLC,)	AFFIRMATION OF
)	ANAND KARNEY
)	
Plaintiffs,)	
vs.)	
)	
)	
AMOGH KARNEY, ANAND KARNEY,)	
SUDHA KARNEY, SHIBA PROP, LLC,)	
NARKE HOLDINGS, LLC, SARKIT,)	
INC., and ARK CAPITAL BROOKSIDE, LLC,)	
)	
Defendants.)	

I, Anand Karney, am over the age of 19 and competent to make this Affirmation. I do so affirm to the truth of the statements made on this Affirmation under penalty of perjury.

1. I make this Affirmation regarding the Motion for Sanctions filed by Plaintiffs in this action. I am presently in the country of India and a Notary or the equivalent is not immediately available to me.

2. I wish to address the situation regarding Sarkit, Inc. I am not the owner of Sarkit, Inc. and I have sold the same long before this lawsuit started. A copy of the Agreement selling Sarkit, Inc. is attached hereto as Exhibit "A" and incorporated herein by reference.

3. There have not been any conversations or communications regarding Sarkit, Inc. and any parties to this lawsuit that relate to this lawsuit.

4. Sarkit, Inc. was a staffing company that I owned and operated until it was sold. The new owners and operators have no knowledge or information about the facts of this lawsuit. I am now retired since I sold Sarkit, Inc. As part of the purchase agreement for Sarkit, Inc., I am to indemnify the company for anything accruing before the sale.

5. Through this action, I had a joint defense agreement with the attorneys for Amogh Karney. My wife and I and a number of the LLCs were part of this joint defense agreement. A copy of the joint defense agreement signed by me on my own behalf and also my wife, signed on behalf on a number of the entities is attached as Exhibit "B" and incorporated herein by reference. It was exchanged with Amogh Karney's attorneys. Amogh Karney's attorneys and my attorneys operated with the joint defense agreement in mind.

6. I do not have the corporate documents that Plaintiffs claim I may have. My attorneys have given over all the documents I have in my possession. I have scoured my computer records and made special trips out of town to take a look at other records that were stored on computers that I previously owned and have produced all the documents in my possession that are responsive to the Requests for Production of Documents from Plaintiffs relating to myself, my wife and the entities that my attorneys represent in this action.

7. Amogh Karney is my son. My wife and I provided investment money to him and he would form limited liability companies as the investment vehicles. My wife and I would be members of the LLCs. He kept the records and made the transactions relating to these LLCs. My wife and I were only passive investors in the LLCs and took no active roles. I do not have most of the corporate documents or any other documents relating to this action other than the ones I produced because he was the manager for the limited liability companies that were formed.

8. We received a number of documents from Amogh Karney after his attorneys had already withdrawn. I do not know what other documents he may have had.

Dated: November 15th, 2023.



Anand Karney, Defendant.

EXHIBIT
“A”

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (hereinafter "Agreement"), dated as of February 7, 2022 (hereinafter "Effective Date") is made among Sarkit, Inc., a Nebraska Corporation (hereinafter "Company"), Anand Karney and Sudha Karney (hereinafter the "Sellers"), and Happy Solutions, LLC, an Ohio Limited Liability Company (hereinafter the "Buyer") (collectively hereinafter collectively "Parties").

RECITALS:

- (a) Sellers collectively own One Thousand (1000) shares (hereinafter "Sellers' Shares") of the One Thousand (1000) outstanding shares of the Company.
- (b) Sellers desire to sell and Buyer desires to purchase, all of the Sellers' Shares based on the terms and conditions as set forth herein.
- (c) once the transaction contemplated by this Agreement is consummated, Buyer shall own one hundred percent (100%) of all issued and outstanding shares of the Company (defined above as Sellers' Shares), and Sellers shall own none.
- (d) Company is in the business of Information Technology Staffing and Staff Augmentation, having operations throughout the United States (such locations, together with any other locations in which Company operates is hereinafter referred to as the "Business") (the Sold Shares and the Business are sometimes referred to collectively as the "Purchased Assets");
- (e) the sale of the Purchased Assets and the Business are hereinafter referred to as the "Transaction")

PREAMBLE: the parties acknowledge that the representations in this Agreement are being made by each Seller, jointly and severally, and by signing hereby Sellers shall be bound to those representations as though made by each of them individually, and Sellers are personally guaranteeing the performance and representations in this Agreement.

AGREEMENT:

In consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Recitals Incorporated.** The Parties hereby agree that the above Recitals are true and accurate, and are incorporated into and are a material component of the terms of this Agreement

2. **Sale and Purchase of Purchased Assets.** Subject to the terms and conditions set forth in this Agreement, Buyer hereby purchases from Sellers, and Sellers hereby sell, transfer, assign, convey and delivers to Buyer, all of Sellers' legal and beneficial right, title and interest in and to the Purchased Assets free and clear of all liens, claims, encumbrances, mortgages, pledges, security interests, covenants, conditions and restrictions of any kind or nature whatsoever

(“Claims”).

3. **Assumed Assets.** In exchange for the Purchase Price as identified herein, Buyer is receiving all of the Sold Shares of the Company, which accordingly includes all assets of the Company, of whatever kind, including but not limited to, the Company’s Domain Name, hosting capabilities, email and email administration, logins with the Department of Labor, USCIS, PERM, registered and unregistered intellectual property, and any other items needed to operate the Company on a day-to-day basis. Sellers shall not have any right to use the Assumed Assets after the employment end date with Sarkit, Inc.

4. **Assumed Liabilities.** Upon the sale and purchase of the Sold Shares at the Closing (as defined below), Buyer shall assume and agree to pay or discharge when due, and perform in accordance with their respective terms, all of the Liabilities arising out of or relating to the Company from and after the Closing Date (the “Assumed Liabilities”). In the interest of clarity, and notwithstanding anything else to the contrary in this Agreement, Sellers shall personally remain jointly and severally liable for all Taxes and Liabilities that arose or accrued prior to the Closing Date.

For purposes of this Agreement, “Liabilities” means liabilities, obligations, or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise. The term “Taxes” means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto.

5. **No Assumption of Other Liabilities.** Buyer shall assume no liability or obligation of Sellers in connection with the Purchased Assets unless as set forth herein. Without limiting the foregoing, Buyer is not assuming and shall not be responsible for paying, performing or discharging any of the Liabilities arising from or related to the Purchased Assets or the operations of the Company prior to the Closing Date.

6. **Consideration for the Shares.**

6.1 **Purchase Price.** The total consideration for the Sellers’ Shares and the Purchased Assets is nine hundred thousand dollars and 00/100 (\$900,000.00) (hereinafter “Purchase Price”). This represents the sum of nine hundred dollars and 0/100 (\$900.00) per share.

6.2 **Payment of the Purchase Price.** The Buyer shall pay to the Sellers the following as the purchase price of this agreement:

(a) At the time of closing, the Buyer will execute a promissory note dated February 07, 2022 in the sum of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) and an amortization schedule. The promissory note shall be for a maximum term of one (1) year at the annual percentage rate of interest set at four percent (4.0%). No installment payments will be required and there will be no

penalty to the Buyer for payment prior to the end of the term of the loan. The loan will be payable in full of accrued interest no later than February 07, 2023. The principals for the Buyer, namely Pavan Kumar Kotta, Kevin Beam and Suresh Babu, shall also co-sign the Promissory Note. Upon a default in payments of the loan or material breach of this Agreement, the annual percentage rate of interest shall become ten percent (10.0%).

(b) In addition, at the time of closing, the Buyers will execute a promissory note dated February 07, 2022 in the sum of Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) and an amortization schedule. The promissory note shall be for a maximum term of one (1) year and one (1) month at the annual percentage rate of interest set at four percent (4.0%). No installment payments will be required and there will be no penalty to the Buyers for payment prior to the end of the term of the loan. The loan will be payable in full of accrued interest no later than March 07, 2023. The principals for the Buyer, namely Pavan Kumar Kotta, Kevin Beam and Suresh Babu, shall also co-sign the Promissory Note. Upon a default in payments of the loan or material breach of this Agreement, the annual percentage rate of interest shall become ten percent (10.0%).

(c) Payment from the Buyer to the Seller the sum of four hundred Twenty thousand and 00/100 dollars (\$420,000.00) at time of Closing. This shall include the sum of \$370,000.00 paid at time of Closing in readily available funds at the in amounts to each Seller as identified by Sellers. A refundable earnest money deposit in the sum of fifty thousand and 00/100 dollars (\$50,000.00) ("EMD") has been paid upon the execution of a certain Memorandum of Understanding from the Buyer to the Sellers and deposited by check payable to Burnett Wilson Law, LLP – Attorney Trust Account. The EMD shall be deposited to the seller at the time of Closing. The EMD shall be refunded to the Buyer if this Agreement is terminated for any reason by either party.

(d) Payment from the Buyer to the Seller the sum of Sixty Thousand Dollars (\$60,000.00) to be received by the Seller on or before February 28, 2022 in readily available funds at the in amounts to each Seller as identified by Sellers.

6.3 Closing. The purchase of Sellers' Shares to Buyer (hereinafter "Closing") will take place at the offices of Burnett Wilson Law, LLP, 17525 Arbor Street, Omaha, Nebraska 68130 at 2:00 p.m. CST, on February 7, 2022, or at such other time, place or on such other date as the parties hereto may mutually agree in writing (hereinafter "Closing Date").

7. Buyer's Obligations at Closing. At Closing, Buyer shall:

7.1 Deliver the closing payment

7.2 Execute and deliver a copy of this signed Agreement to the Sellers, unless already previously provided.

8. **Sellers' Obligations at Closing.** At Closing, the Sellers shall:

8.1 Deliver to the Buyers certificates representing the Sellers' Shares being purchased hereunder, duly endorsed and assigned to Buyers;

8.2 An Assignment of Shares document signed by each Seller;

8.3 Execute and deliver a counterpart of this Agreement, unless already previously provided;

8.4 Certificate of Good Standing of the Company;

8.5 such documents necessary to change the name and address of the Company's officers, directors, and registered agent with the Secretary of State of the states in which the Company is incorporated or transacts business;

8.6 all other instruments and documents reasonably requested by the Buyer.

9. **Other Closing Obligations.** At Closing, the Company and the Parties will deliver a signed set of Corporate Minutes acknowledging this Agreement and authorizing the transaction.

10. **Representations and Warranties of Sellers.** As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Sellers jointly and severally represent and warrant to Buyer as follows.

10.1 **Organization, Good Standing and Corporate Power.** Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska, and has the corporate power to own, operate and lease its properties and carry on its business as currently being conducted. Company has filed all appropriate documentation with the State of Nebraska and has no liabilities due or owing to any governmental authority within the State of Nebraska or any jurisdiction in which Company conducts business.

10.2 **Authorization.** Company and Sellers have full rights, powers and authority to execute and deliver this Agreement and all other agreements and documents to be executed and delivered by them in connection with the consummation of the transactions contemplated hereby and to perform their obligations under it. The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of the shareholders/Sellers. This Agreement constitutes the valid and legally binding obligation of Sellers and Company, enforceable against Sellers and Company in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance or similar laws affecting the enforcement of creditors' rights generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

10.3 **Non contravention.** Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby will (i) violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of

any government, governmental agency, or court to which Company is subject; or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Company is a party or by which Company is bound or to which any of Company's assets being sold hereunder are subject; or (iii) violate any provision of the articles of organization or other governing documents of Company. Company does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

10.4 **Title to Total Shares; Sellers' Ownership.** As of the Closing Date, Sellers owns of record and beneficially 100% of the Sold Shares, which represents all of the issued and outstanding Shares of the Company, and Sellers have good and marketable title to Sellers' Shares and the Purchased Assets, free and clear of all liens of any kind (including UCC or financing liens), other than applicable federal and state securities law restrictions. Sellers are not a party to (i) any option, warrant, purchase right or other contract or commitment (other than this Agreement) that could require Sellers to sell, transfer or otherwise dispose of any of the Sold Shares or Purchased Assets or (ii) any voting trust, proxy, or other agreement or understanding with respect to the voting of any Sold Shares. At Closing, Sellers shall transfer record and beneficial ownership of such Sold Shares and Purchased Assets to Buyer, free and clear of all liens other than restrictions under applicable securities laws.

10.5 **Financial Statements and Tax Returns.** Sellers have provided: (a) profit and loss statements for the Company for 2018, 2019, and 2020; (b) the balance sheet of the Company through the Closing Date; and (c) tax returns of the Company filed in 2018, 2019 and 2020 (collectively the "Financial Records"). The information provided forms the basis of the Financial Records, and the Financial Records themselves, fairly represent in all material respect the financial condition of the Company, and the Financial Records are true and complete in all material respects.

10.6 **Events Subsequent to the Most Recent Financial Records.** There has not been any material adverse change in the financial or operating condition of the Company since the Financial Records were prepared.

10.7 **No Material Adverse Change.** Since providing the Records and Financial Records to Buyer, there have occurred no fact, event or circumstance which has had or would reasonably be expected to have a material and adverse effect on the Business (a "Material Adverse Effect"). Since providing the Records and Financial Records to Buyer, Company has conducted its business only in the ordinary course of business consistent with past practice.

10.8 **Absence of Undisclosed Liabilities.** Sellers have disclosed all liabilities or obligations (whether accrued, absolute, contingent, unliquidated or otherwise, whether due or to become due and regardless of when or by whom asserted) relating to the Company and confirm that no other liabilities or obligations exist relating to the Business other than those as specifically provided, in writing, to the Buyer.

10.9 **Absence of Certain Developments.** Sellers will not have, as of the Closing

Date, related to any of the Sold Shares:

10.9.1 Mortgaged, pledged or subjected to any lien, any of the Total Shares or tangible assets of the Company, or sold, leased, assigned or transferred any of its tangible assets or the Sold Shares;

10.9.2 made any material change in any method of accounting or accounting policies;

10.9.3 terminated or modified any governmental license, permit or other authorization, other than in the ordinary course of business consistent with past practice; or

10.9.4 entered into any other material transaction, whether or not in the ordinary course of business.

10.10 Tax Matters

10.10.1 There are no existing liens for Taxes on the Company or its assets in any manner, including in any state in which Company operates. Sellers and Company are not the beneficiary of an extension of time within which to file any tax return.

10.10.2 Sellers and/or Company have (i) withheld all required amounts from payments to employees, agents, contractors and nonresidents, and timely remitted such amounts to the proper agencies in accordance with applicable law; (ii) timely paid all employer contributions and premiums to the proper agencies; and (iii) filed all federal, state, local and foreign tax returns and reports with respect to employee income tax withholding, social security taxes and premiums, and unemployment taxes and premiums, all in compliance with applicable laws.

10.10.3 Sellers and Company have no obligation to pay taxes prior to the Closing Date relating to the Business or the Purchased Assets. No taxing authority has made a claim against either Seller or Company that as a result of or in connection with conducting the Business, either Seller or Company are obligated to pay Taxes in a jurisdiction in which either Seller or Company are not filing tax returns. As of the Closing Date, no audits or other proceedings are ongoing or threatened with respect to any Taxes for the Business related in any way to the Company for which Buyer could have liability, whether under this Agreement or under applicable law.

10.11 **No Consent by Third Party.** No third party (including, but not limited to a lender) or governmental or regulatory authority is required to consent, approve or authorize the sale of the Purchased Assets pursuant to the terms and conditions of this Agreement.

10.12 **Compliance with Laws; Permits; Certain Operations.** Except as set forth in a separate schedule attached to this Agreement and signed by Buyer:

10.12.1 Sellers and Company are in material compliance with all applicable laws, ordinances, codes, rules, requirements and regulations of federal, state and local governments and all agencies thereof, for the conduct of the operation of the Business related to the

Purchased Assets ("Legal Requirements"), and no notices have been received by and no claims have been filed against Sellers or Company alleging a violation of any such Legal Requirements.

10.12.2 Sellers and Company are in material compliance with all applicable laws relating to the employment of labor, including, but not limited to, provisions thereof relating to wages, hours, equal opportunity, non-discrimination, collective bargaining, the payment of social security and other taxes, as well as immigration obligations; and

10.12.3 Sellers and Company hold all permits, licenses, certificates, accreditations or other authorizations of federal, state and local governmental agencies required for the conduct of the Business related to the Purchased Assets. Sellers and Company are in compliance with all terms and conditions of any such required permits, licenses, accreditations and authorizations.

10.13 **Title to and Condition of Purchased Assets.** Sellers own and have authority to transfer, and at the Closing, Buyer will receive, good and valid title to all of the Purchased Assets, free and clear of all Claims and other restrictions of whatever nature.

10.14 **Intellectual Property.** The Company owns or has the right to use all Intellectual Property necessary for the conduct of the Company's business as currently conducted. "Intellectual Property" means any and all of the following arising pursuant to the laws of any jurisdiction throughout the world: (i) trademarks, service marks, trade names, and similar indicia of source or origin, all registrations and applications for registration thereof, and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights and all registrations and applications for registration thereof; (iii) trade secrets and know-how; (iv) patents and patent applications; (v) internet domain name registrations; and (vi) other intellectual property and related proprietary rights. In the interest of clarity, all such Intellectual Property shall not be retained or used by Sellers without Buyer's express written consent.

10.15 **Operation in the Ordinary Course.** During the period from the Effective Date through the Closing Date, Sellers shall have operated the Business in the ordinary course consistent with their and the Company's past practices (including but not limited to, managing its accounts receivable and accounts payable consistent with past practices), taken all commercially reasonable steps necessary to maintain and preserve its existing relationships with customers, clients, vendors, employees and independent contractors, and refrained from any extraordinary transactions.

10.16 **Accuracy of Information; Full Disclosure.** No representation or warranty of Sellers or Company contained in this Agreement or in any other document or agreement delivered or to be delivered to Buyer pursuant to this Agreement contains an untrue statement of a material fact or omits to state a material fact necessary to make any statement made herein or therein not false or misleading. Further, none of the documents and written data or information furnished by Sellers and Company to Buyer (including, without limitation, the Records and Financial Records, as well as the records to be provided in Exhibit D) contains an untrue statement of a material fact or omits to state a material fact necessary to make any statement made herein or therein not false or misleading. To the knowledge of both Sellers, there is no fact that has not been disclosed to Buyer that has or could reasonably be expected to have a material adverse effect on the Purchased

Assets.

11. **Non-Competition and Non-Solicitation**. As a material inducement to Buyer closing on the transaction described hereunder, each Seller agrees, effective as of Closing Date, he or she will not in any way, directly or indirectly, individually or as a member of a partnership, joint venture, limited liability company, limited liability partnership, limited partnership, corporation, or other entity, or as an employee, a representative, a consultant or an agent in connection with any other person or entity (either personally or through any other business enterprise):

11.1 Solicit, induce, encourage or intentionally cause any employee to leave the employ of Buyer or otherwise terminate their employment relationship with Buyer/Company;

11.2 Solicit, induce, encourage or intentionally cause the customers/client effective with the Company as of the Closing Date to terminate their relationship with Buyer/Company;

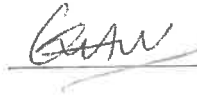
11.3 Compete with the Buyer or Company as it relates to its employees or customers/clients as of the Closing Date.

This restriction shall be for a period of three (3) years after the Effective Date. For the purpose of clarity, when Buyer is referenced in this Agreement, the post-closing Buyer is the Company, and any restrictive covenants or representations and warranties redound to the Company in its post-Closing ownership structure where Buyer is the sole shareholder.

In addition to the foregoing, Sellers agree that without Buyer's prior written consent, and for an indefinite period of time, they will not individually or jointly use the Confidential or Proprietary Information of the Company, whether for his own benefit or the benefit of others, and whether such benefit is financial or otherwise. The term "Confidential or Proprietary Information" shall mean any and all data and information concerning the business affairs of the Company including any of Company's past, present or prospective business opportunities, including information concerning acquisition opportunities in or reasonably related to the Company, as well as the Company's customers, customer lists, clients, client lists, the prices the Company obtains or has obtained from the sale of, or at which it sells or has sold, its products, unit volume of sales to past or present customers and clients, or any other information concerning the business of the Company, its manner of operation, its plans, processes, figures, sales figures, projections, estimates, tax records, personnel history, accounting procedures, promotions, supply sources, contracts, know-how, trade secrets, information relating to research, development, inventions, technology, manufacture, purchasing, engineering, marketing, merchandising or selling, or other data without regard to whether all of the foregoing matters will be deemed confidential, material or important. Proprietary Information does not include any information that is disclosed to the public without being in breach of this Agreement.

Reasonableness. Each Seller agrees that the scope and duration of this Section are reasonable in every respect and will not cause any financial hardship upon either Seller, and by signing immediately below, the undersigned shall be bound hereby

Acknowledged and Accepted by:

 K. Sudha Anand

11.4 **Equitable Relief**. Sellers acknowledge and agree that Buyer may be irreparably harmed by any breach of the restrictive covenants set forth in this Section 11, and that, in addition to all other rights and remedies available to Buyer at Law or in equity, Buyer will be entitled to seek injunctive and other equitable relief to prevent or enjoin any such breach and without the necessity of posting bond. If either Seller breaches Section 11, the period of time during which the provisions thereof are applicable will automatically be extended for a period of time equal to the time that such breach began until such violation permanently ceases.

11.5 **Representations**. Each Seller represents to Buyer that he/she is willing and able to engage in businesses that are not restricted pursuant to Section 11 and that enforcement of the restrictive covenants set forth in Section 11 will not be unduly burdensome on either Seller. Sellers acknowledge that their agreement to the restrictive covenants set forth in Section 11 are a material inducement and condition to Buyer's willingness to enter into this Agreement, to consummate the transactions contemplated hereby and thereby and to perform Buyer's obligations hereunder and thereunder. Sellers acknowledge and agree that the restrictive covenants and remedies set forth in this Section 11 are reasonable as to time, geographic area and scope of activity and do not impose a greater restraint than is necessary to protect the goodwill and legitimate business interests of Buyer.

11.6 **Court Modification**. Notwithstanding the foregoing, if the restrictive covenants set forth in Section 11 are found by a court of competent jurisdiction to contain limitations as to time, geographic area or scope of activity that are not reasonable or not necessary to protect the goodwill or legitimate business interests of Buyer, then such court is hereby authorized and directed to reform such provisions to the minimum extent necessary to cause the limitations contained in Section 11 as to time, geographical area and scope of activity to be reasonable and to impose a restraint that is not greater than necessary to protect the goodwill and legitimate business interests of Buyer.

11.7 **Termination Upon Breach of Agreement**. Upon any material breach of this Agreement by the Buyers following the Closing, Sellers may at their option: (1) Bring an action in a Court of competent jurisdiction to recover any part of the unpaid purchase price; and (2) Demand payment on the Promissory Notes described herein.

12 **Prorating of Expenses**. The parties agree to prorate all Taxes and other payment obligations associated with the Company as of the Closing Date, with Sellers being responsible for all Taxes and other payment obligations accrued prior to the Closing Date, and Buyer being responsible for all Taxes and other payment obligations accrued after the Closing Date. Buyer will provide Sellers with K-1s or other equivalent tax documents reflecting Company's items of income, expense and other reportable items for 2021 relating to the period prior to the Closing Date. Each Seller agree to pay their own income tax liability relating to such items, as well as any Taxes that may flow to the Company. As of the Closing Date, the Buyer and Sellers will agree upon all prorations to capture the fact that the Closing Date predates the Closing Date.

13 **Bank Accounts.** On the last Business Day immediately preceding the Closing Date, the Company shall declare a dividend equal to the then existing available balances in the Company's bank accounts and distribute such amounts to Sellers with an effective date of on or before the Closing Date. Within three (3) business days following the Closing Date, Sellers will take such actions as are necessary to remove themselves and any other individuals associated with the Company as signatories on the Company's bank accounts and substitute Buyer or Buyer's representative. Sellers shall not access or attempt to access the Company's bank accounts after the Closing Date without express written approval from Buyer.

14 **Indemnification by Sellers.** By executing hereto, Sellers agree, jointly and severally, that they shall personally, indemnify, hold harmless and defend Buyer (and each of Buyer's assigns and businesses, including their owners, managers, officers, subsidiaries, successors, assigns and affiliates (collectively, the "Buyer's Indemnified Parties") from and against any and all damage, loss, liability, cost, claim or expense (including reasonable legal fees and expenses) incurred or suffered by Buyer's Indemnified Parties (i) arising out of or relating to the breach or inaccuracy of or failure to comply with any representation, warranty or covenant made by Sellers in this Agreement; (ii) arising out of or related to Sellers' operation of the Business before the Closing Date; (iii) relating to any Pre-Closing Obligations discovered after the Closing Date but accrued prior to the Closing Date; or (iv) arising out of or related to Sellers' ownership, relationship and operation of the Purchased Assets before the Closing Date, including post-Closing payment of employee dues, employment and income taxes and other statutory dues and taxes incurred through the Closing Date. The Sellers acknowledge that this indemnification is a personal guarantee.

15 **Indemnification by Buyer.** Buyer shall indemnify, hold harmless and defend Sellers (collectively, the "Sellers Indemnified Parties") from and against any and all damage, loss, liability, cost, claim or expense (including reasonable legal fees and expenses) incurred or suffered by Sellers Indemnified Parties (i) arising out of and related to the breach or inaccuracy of or failure to comply with any representation, warranty or covenant made by Buyer in this Agreement; or (ii) arising out of or related to Buyer's ownership and operation of the Company after the Closing Date.

16 **Termination of Buy-Sell Agreement.** The parties hereby agree that effective as of Closing, any outstanding Stock Restrictions or Buy-Sell Agreements (if any) will, without any further action by any party thereto, be deemed immediately terminated and of no further force or effect.

17 **Taxation of Company Income.** The Sellers hereby consent and agree that, for tax reporting purposes, Company's income shall be based on a "closing of the books" method; that is, the books and records of Company shall be deemed closed as of the Closing Date in determining income for such parties for calendar (tax) year 2021. Sellers agree to execute and timely file such elections, statements and instruments as may be necessary or advisable under applicable tax law in order to accomplish the foregoing.

18 **Accounts Receivable.** All income and accounts receivable that accrue on or before February 6, 2022 shall inure to the benefit of the Sellers and be paid from the Buyers to the Sellers as such income and accounts receivable are received by the Company.

19 **Entire Agreement; Amendment.** This Agreement, and the related documents contained as Exhibits and Schedules to this Agreement or expressly contemplated hereby, contain the entire understanding of the Parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. All statements of Sellers contained in any schedule, certificate or other writing referenced in the representations and warranties of Sellers under this Agreement shall continue to constitute representations and warranties of Sellers hereunder. The Exhibits, Schedules and recitals to this Agreement are hereby incorporated by reference into and made a part of this Agreement for all purposes. This Agreement may be amended, supplemented or modified, and any provision hereof may be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement is sought

20 **Notices** All notices and other communications under this Agreement must be in writing and sent via email and shall be deemed to have been given when sent via email in the case of Sellers to Anand Karney anand.karney@gmail.com and mckeever@burnettwilsonlaw.com and in the case of Buyer to JayamKotha@gmail.com with a copy to Satyam@TalatiPatel.com.

21 **Amendments.** This Agreement may not be amended, except in writing, signed by the party against whom enforcement of any such amendment is sought.

22 **Applicable Law.** This Agreement and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to contracts made and performed in Nebraska.

23 **Assignability.** Neither this Agreement nor any of the Parties' rights hereunder shall be assignable by any party hereto without the prior written consent of the other party hereto.

24 **Binding Effect, Benefits.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their permitted successors and assigns. Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, obligations or liabilities on any third party.

25 **Severability.** Any term or provision of this Agreement, which is invalid or unenforceable in any jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or other provisions of this Agreement in any other jurisdiction.

26 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be an original, and all such counterparts shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement in Portable Document Format (.pdf) or by facsimile transmission shall be effective as delivery of an executed original counterpart of this Agreement.

27 **Further Assurances.** At any time from and after the Closing Date, Sellers shall at the request of Company, and, Company shall at the request of each Sellers, take any and all reasonable actions necessary to fulfill their respective obligations under this Agreement.

28 **Choice of Forum.** Should any dispute arise regarding this Agreement between the Sellers, Buyers or the Company, the parties agree that any such disputes shall be resolved in a Court of competent jurisdiction in Douglas County, Nebraska.

29 **Drafting.** Neither this Agreement nor any provision contained in this Agreement will be interpreted in favor of or against any Party hereto because such Party or its legal counsel drafted this Agreement or such provision.

30 **Usage.** Whenever the plural form of a word is used in this Agreement, that word will include the singular form of that word. Whenever the singular form of a word is used in this Agreement, that word will include the plural form of that word. The term "or" will not be interpreted as excluding any of the items described. The term "includes", or any derivative of such term does not mean that the items following such term are the only types of such items.

SIGNATURES ON NEXT PAGE

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

COMPANY: SARKIT, INC.

By: K. Sudha Anand
Printed Name: Sudha Karney
Title: President

SELLERS

Anand Karney
Anand Karney, Individually

K. Sudha Anand
Sudha Karney, Individually

BUYER: HAPPY SOLUTIONS, LLC

By: Pavan
Printed Name: PAVAN KOTTA
Its: CEO

EXHIBIT
“B”

PRIVILEGED AND CONFIDENTIAL
JOINT DEFENSE PRIVILEGE
JOINT DEFENSE MATERIAL

JOINT DEFENSE AGREEMENT

This Agreement is made by and between the attorneys for **Amogh Karney, Anand Karney, Sudha Karney, Shiba Prop, LLC, Narke Holdings, LLC and Sarkit, Inc.** (hereinafter the “parties”) in connection with the civil lawsuit known as **Pranay Bajjuri, et al. v. Amogh Karney, et al., at case No. CI22-1240 in the District Court of Douglas County, Nebraska** (hereinafter the “Matter”).

WHEREAS, the Matter raises legal and factual issues in which the undersigned counsel have concluded that they and their respective clients have a separate but common interest, and in order to pursue their defenses in an efficient and cost-effective manner, the undersigned clients and their counsel have concluded that the best interests of each client may be served by sharing the services of experts and consultants, documents, factual material, mental impressions, interviews, interview reports, memoranda, legal analyses, litigation strategies, and other information, both orally and in writing, relating to the Matter, including the confidences of each client (collectively the “Joint Defense Materials”);

WHEREAS, it is the intention of the undersigned counsel and their respective clients to ensure that any past or future exchange of Joint Defense Materials does not diminish in any way the confidentiality of those Joint Defense Materials, or any privilege or immunity applicable thereto, and to preserve the confidentiality of, and the privileges and immunities pertaining to, such Joint Defense Materials to the broadest extent permitted by applicable law;

WHEREAS, Anand Karney, Sudha Karney, Shiba Prop, LLC, Narke Holdings, LLC and Sarkit, Inc. are represented in the Matter by Matthew S. McKeever, and Tyler J. Grevengoed of Burnett Wilson Law, LLP, and Amogh Karney is represented in the Matter by Benjamin L. Tompkins and Dan Saathoff of Kennyhertz Perry, LLC and David E. Copple and Spencer W. Werth of Copple, Rockey Schlecht & Mason, P.C., L.L.O.; and

WHEREAS, each of the Parties and each undersigned legal counsel agree that there is a common interest between the Parties and their respective attorneys,

IT IS THEREFORE AGREED as follows:

1. Except as may be otherwise expressly provided herein, any and all Joint Defense Materials obtained by any of the Parties or their agents or representatives pursuant to this Joint Defense Agreement shall remain confidential and shall be protected from disclosure to any third party by the joint-defense privilege, common-interest privilege, attorney-client privilege, attorney-work-product doctrine, and any and all other applicable privileges and immunities. The confidentiality, privilege, and immunities applicable to such Joint Defense Materials shall apply to those Materials to the same extent as if the Materials had not been shared among the Parties. All Joint Defense Materials shared pursuant to this Joint Defense Agreement shall be used solely in connection with the Matter.

2. The Parties shall take all reasonable steps to ensure that Joint Defense Materials shared pursuant to this Joint Defense Agreement are not revealed to any person or entity that is not a Party to this Agreement.

3. None of the Parties will disclose the existence or contents of Joint Defense Materials obtained pursuant to this Joint Defense Agreement, other than as provided for in this paragraph, to any person or entity without first obtaining the written consent of the counsel or the client through whom the Joint Defense Materials were originally furnished, except that the Parties may disclose the existence or contents of Joint Defense Materials to their own agents or representatives, and to experts or other consultants working on behalf of or under the direction of that Party in connection with the Matter. Any such experts or other consultants shall be advised that the Joint Defense Materials are privileged and subject to the terms of this Agreement, and such persons shall agree to abide by those terms before any such disclosures are made.

4. If any person or entity not covered by this Joint Defense Agreement requests or demands, by subpoena, summons, other form of compulsory process, or otherwise, from any of the Parties documents or information that would include any Joint Defense Materials, counsel for the recipient of the request or demand shall immediately notify all other counsel in writing. Before any disclosure is made by the recipient, the recipient shall take all steps necessary and appropriate to facilitate the assertion of all applicable rights and privileges with respect to such Joint Defense Materials, including permitting the party that produced the Materials a reasonable opportunity to intervene and be heard, and otherwise cooperating with the party that produced the Materials to enable that party to take any other appropriate steps to protect its rights under this Agreement.

5. The Parties shall maintain the confidentiality of this Agreement to the same extent as Joint Defense Materials. No party shall disclose the existence or any terms of this Agreement without the prior written consent of all other Parties, except as provided in this Joint Defense Agreement, to the extent that there is a legal obligation to do so, or to the extent necessary to object to a demand by a third party for Joint Defense Materials. This Joint Defense Agreement will not be admissible in any proceeding or litigation, except where any of the Parties seek to have its terms enforced, or otherwise seek to invoke the protections that it confers.

6. Nothing in this Joint Defense Agreement shall limit the right of any Party to use or to disclose to any person or entity, as each in the party's discretion sees fit, any of the party's own documents or information, or any documents or information obtained independently and not pursuant to this Joint Defense Agreement, even if the subject matter of such documents or information overlaps with the subject matter of the Joint Defense Materials exchanged pursuant to this Joint Defense Agreement; nor shall anything in this Joint Defense Agreement preclude any of the Parties from seeking any materials or information by any legal means such party otherwise would be entitled to pursue, even if such party first learned of the existence of such materials or information pursuant to an exchange of Materials hereunder.

7. Nothing in this Joint Defense Agreement shall prevent any party from in any way disclosing or using information or materials which, without breach of this Joint Defense Agreement, are or have become public knowledge.

8. Nothing in this Joint Defense Agreement shall affect the independent and separate representation of any client by the party's counsel.

9. Nothing in this Joint Defense Agreement shall obligate any party to share or communicate any Joint Defense Materials or any other material or information with any other party.

10. Nothing contained herein shall be deemed to create an attorney-client relationship or other agency or fiduciary relationship between any of the undersigned counsel and anyone other than the named client of such counsel as listed below. The fact that the undersigned counsel have entered into this Agreement, or obtained Joint Defense Materials pursuant to this Agreement, shall not preclude counsel from taking any position or representing any interest of such counsel's client that may be construed to be adverse to another party to this Agreement and shall not be used as a basis for seeking to disqualify counsel from representing the party's client in the Matter or any related matter. Should any client of the undersigned counsel testify in any proceeding, counsel for the other Parties to this Agreement will not be disqualified from cross-examining the testifying client for any reason arising out of the existence of this Agreement, including the ground that such counsel has been privy to attorney-client communications pursuant to this Agreement. Each undersigned counsel has advised his or her client of this paragraph, and each client knowingly and intelligently waives any conflicts of interest that may arise on account of this Agreement to the extent such a waiver is proper under the applicable law and/or the applicable rule(s) of professional responsibility.

11. Any party may withdraw from this Agreement at any time and for any reason whatsoever on written notice to all Parties, in which case the withdrawing party shall no longer receive or accept Joint Defense Materials. In the event that any undersigned counsel determines that his or her client no longer has a mutuality of interest in a joint defense, such counsel must withdraw from the Agreement. The obligations of counsel and their respective clients not to disclose Joint Defense Materials, except in accordance with this Agreement, shall not be affected by the withdrawal of any party from this Agreement.

12. Nothing in this Agreement shall prohibit negotiations with adverse persons or entities, but a Party who enters into an agreement with an adversary will immediately notify the remaining Parties.

13. This Joint Defense Agreement shall continue in effect, and all Parties will continue to be bound by this Joint Defense Agreement, notwithstanding any settlement, termination, final adjudication, or other disposition of the Matter or of any Party's involvement therein.

14. This Joint Defense Agreement embodies any and all earlier understandings with respect to the confidential and protected nature of Joint Defense Materials that may have been, or may be, exchanged.

15. This Joint Defense Agreement may not be amended or modified except by a written agreement signed by counsel for each client and by each client.

16. Upon unanimous consent of all Parties to this Agreement, additional persons may become Parties to this Agreement. An additional Party may be added by executing a copy of this Agreement, which shall then be provided to all other Parties.


17. This Joint Defense Agreement and any amendments to it may be executed in counterparts, all of which when taken together shall constitute one and the same instrument. Written notice, as provided for under the terms of this Agreement, may be made by email to each respective Party by and through the Party's counsel of record.

18. Any disclosure of confidential information in breach of this Joint Defense Agreement will cause irreparable harm, and therefore specific performance and injunctive relief are appropriate remedies to compel performance of this Joint Defense Agreement. The Parties agree that other remedies may also be appropriate under the applicable law.

19. If any provision of this Joint Defense Agreement is deemed invalid or unenforceable, the balance of this Joint Defense Agreement shall remain in full force and effect.

20. This agreement is to be interpreted under the laws of the State of Nebraska.

Each and every provision hereinabove is agreed to on this _____ day of _____, 2022.

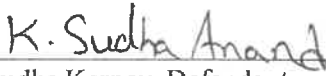


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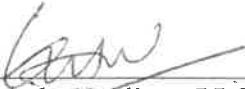
Anand Karney, Defendant



Sudha Karney, Defendant



Shiba Prop, LLC, Defendant



Narke Holdings, LLC, Defendant



Sarkit, Inc., Defendant

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Amogh Karney, Defendant