

receivable and received \$900,000.00, which has been paid in full.

7. The Sale extinguished Anand and Sudha Karney's ownership interest in Sarkit; neither the Old Owners nor anyone in the Karney family has had any ownership interest in Sarkit since February 7, 2022.

8. Prior to the Sale, neither I nor anyone else affiliated with Happy Solutions, LLC knew of any alleged wrong dealing of the Old Owners.

9. The funds in Sarkit's bank accounts prior to the Sale were transferred to the Old Owners in the Sale. As part of the transfer of ownership, Sarkit established new bank accounts.

10. In the Stock Purchase Agreement, a true and correct copy of which is attached as Exhibit A, the Old Owners agreed in paragraph 14 to jointly and severally "indemnify, hold harmless and defend" Happy Solutions, LLC "from and against any and all damage, loss, liability, cost, claim or expense (including reasonably legal fees and expenses) incurred or suffered by," among others, Happy Solutions, LLC "(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"

11. Attorney Matthew McKeever (Burnett Wilson Law, LLP, 17525 Arbor St, Omaha, NE 68130) represented the sellers, Anand and Sudha Karney, in the Sale. Attorney Satyam Talati (41000 Woodward Avenue East, Suite 350, Bloomfield Hills, Michigan 48304) represented the buyer, Happy Solutions, LLC.

12. In April of this year, 2023, I received a letter addressed to Sarkit, in care of Amogh Karney. After some initial investigation, I learned that a lawsuit (*Pranay Bajjuri et al. v. Amogh Karney et al.*, Case No. CI 22-1240, Douglas County, Nebraska) was filed against Anand and Sudha Karney as well as their son, Amogh Karney, over a year prior, on February 18, 2022 (about a week and a half after the Sale and transfer of ownership was effectuated). The lawsuit also named Sarkit as a defendant.

13. On April 24, 2023, Sarkit first learned that Anand and Sudha Karney's attorney that represented them in the Sale, Matthew McKeever, had filed an appearance on behalf of Sarkit on March 25, 2022—after the Sale and the transfer of ownership for which he was involved on behalf of the sellers.

14. On or about May 9, 2023, Sarkit reached out by phone to Attorney McKeever, who represented to Sarkit that there was no exposure to Sarkit and that the case fell within the scope of the indemnification provision included as part of the Stock Purchase Agreement that was executed on February 7, 2022.

15. At no point prior to May of 2023 did McKeever communicate with or notify the owner of Sarkit or any of its representatives regarding the lawsuit.

16. After Mr. McKeever's communications with Sarkit in May of 2023, I expected Sarkit to receive more information about the status and progression of the case from McKeever.

17. Attorney McKeever did not provide any updates to Sarkit regarding the case until Monday, November 20, 2023, when he contacted Sarkit to inform it of the potential imposition of sanctions for failure to timely comply with discovery requests in the above-referenced lawsuit.

18. The current owner and representatives of Sarkit have neither received nor been notified of requests for discovery in connection with the above-referenced lawsuit. I now understand that discovery requests were issued to Sarkit in September of 2022, long before Attorney McKeever's communications with Sarkit in May of 2023, but such discovery requests were never provided to the current owner or representatives of Sarkit, nor was anyone from Sarkit asked to participate in preparing responses to any discovery.

19. Sarkit recently retained litigation counsel to represent it in the above-reference lawsuit going forward (Brian Koenig, Koley Jessen, P.C., L.L.O., 1125 S 103rd St # 800, Omaha, NE 68124).

20. Sarkit intends to comply with the Plaintiffs' discovery requests to the fullest extent it is able and is working diligently with counsel to identify responsive documents. For example, Sarkit has obtained the bank statements it believes are responsive to the Plaintiffs' requests for document production, and is preparing to produce said statements in the immediate future.

21. However, Sarkit's current corporate representatives have limited knowledge regarding the events that form the basis of the above-referenced lawsuit because said events involve the Old Owners and took place prior to the Sale and transfer of ownership.

The Affiant further sayeth naught.

DATED this 11TH day of December, 2023.

Kevin J. Beam
Kevin J. Beam

Signed in my presence and sworn to before me this 11 day of December, 2023.



[Signature]
Notary Public

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;

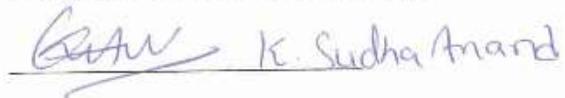
11.3 Compete with the Buyer or Company as it relates to its employees or customers/clients as of the Closing Date.

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 jayankotha@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
Anand Karney, Individually

K. Sudha Anand
Sudha Karney, Individually

BUYER: HAPPY SOLUTIONS, LLC

By: Pavan
Printed Name: PAVAN KOTTA
Its: CEO

ADDENDUM TO STOCK PURCHASE AGREEMENT

This ADDENDUM TO STOCK PURCHASE AGREEMENT dated February 7, 2022 (hereinafter the "Addendum") 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") with reference to a Stock Purchase Agreement entered into between the Parties on February 7, 2022 (hereinafter the "Agreement").

WHEREAS, the parties wish to make arrangements for the accounts receivable and accounts payable of the Company after the Effective Date and time of closing; and,

WHEREAS, the Parties wish to have the Sellers pay for payroll and other expenses until such time as the Company's revenues can pay for initial expenses, but no later than the date of May 15, 2022;

WHEREAS, the Parties wish to have the Sellers reimbursed for the expenses they pay for any money they receive through May 15, 2022; and,

WHEREAS, the parties wish expenses and profits for the month of February to be prorated to reflect the ownership by the Sellers through February 6, 2022 and ownership by the Buyer on and after February 7, 2022.

It is therefore Stipulated and Agreed that the Agreement shall be amended as follows:

A. Incorporation. The Recitals of this Addendum listed above are hereby incorporated herein by reference.

B. Changes to Section 13. Section 13 of the Agreement shall be amended to read as follows:

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.

13.1. There are two bank accounts operated by the Company at Bank of the West. One account has been used for income received by the Company (the "First Account") and the other used to deposit PPP loan funds and for payment of employees (the "Second Account"). The Sellers shall maintain control of the First Account and the Buyer shall maintain operation of the Second Account. The Parties shall be able to have read-only access to those Company accounts they do not control.

13.2 All funds received by the Company through May 15, 2022 shall be deposited in the First Account. All funds received by the Company after May 15, 2022 shall be deposited in the Second Account or any new bank account the Company may

open.

13.3. The Seller shall grant control of the Second Account to the Buyer within three (3) business days of Closing. The Second Account has or shall have a zero balance.

13.4 For revenues received by the Company through May 15, 2022, the Sellers shall pay all expenses and provide the net proceeds (profits) to the Buyer by transferring the funds received from the First Account to the Second Account.

13.5 Sellers shall continue to pay the expenses and provide the net proceeds (profits) they receive to the Company through the date of May 15, 2022.

13.6 The Company shall reimburse the Sellers for all amounts paid by them for the payment of the Company's expenses pursuant to this section, including any interest accrued for using any of the Seller's lines of credit, no later than July 15, 2022.

13.7 On or before May 15, 2022, Sellers and Buyer will take such actions as are necessary to close the bank accounts for the Company. The Buyer shall create a new account for the Company on or before May 15 2022. Sellers shall not access or attempt to access the Company's new bank accounts or records after May 15, 2022 without express written approval from Buyer.

13.8 The Parties agree to prorate the profits of the Company for the month of February of 2022 to reflect the ownership by the Sellers from February 1, 2022 through February 6, 2022 and the ownership of the Buyer from February 7, 2022 through February 28, 2022. The Parties agree to conference in good faith so that the profits from the month of February of 2022 due and owing to the Buyer shall be paid by the Buyer to the Company as soon as it is received from the clients.

13.9 Expenses already paid by the Sellers prior to the Effective Date of February 7, 2022, including but not limited to, insurance, dashboard payments and other paid expenses, shall be prorated to reflect the ownership by the Sellers through February 6, 2022 and the ownership of the Buyer on and after February 7, 2022.


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, Individually

K. Sudha Anand
Sudha Karney, Individually

BUYER: HAPPY SOLUTIONS, LLC

By: Pavan
Printed Name: Pavan Kumar Kotta
Its: Chief Operating Officer and authorized agent