

DEFINITIVE MERGER AGREEMENT

AGREEMENT AND PLAN OF MERGER, dated as of June 8, 2023 (the “Agreement”), among National Asset Recovery Corporation, a Nevada corporation, also known as the “Company” and/or “REPO”) and Greeteat, LLC (“Greeteat”), a Wyoming Company, collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the respective boards of directors, members and shareholders of each of GREETEAT, LLC and REPO have approved the merger into REPO (the “Merger”) upon the terms, and subject to the conditions, set forth in this Agreement;

WHEREAS, it is intended that, for federal income tax purposes, the Merger shall qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated there under (the “Code”); and as a “triangular” merger under Canadian Tax Rules and Regulations.

WHEREAS GREETEAT and REPO desire to make certain representations, warranties, covenants, and agreements in connection with this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties, covenants, and agreements herein contained, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I DEFINITIONS

I.1 Certain Definitions. The following terms shall, when used in this Agreement, have the following meanings:

“Acquisition” means the acquisition of any businesses, assets, or property other than in the ordinary course, whether by way of the purchase of assets or stock, by merger, consolidation or otherwise.

“Affiliate” means, with respect to any Person: (i) any Person directly or indirectly owning, controlling or holding with power to vote ten percent (10%) or more of the outstanding voting securities of such other Person (other than passive or institutional investors); (ii) any Person ten percent (10%) or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote, by such other Person; (iii) any Person directly or indirectly controlling, controlled by or under common control with such other Person; and (iv) any officer, director or partner of such other Person. “Control” for the foregoing purposes shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or voting interests, by contract or otherwise.

“Business Day” means any day other than Saturday, Sunday, or a day on which banking institutions in New York, NY, are required or authorized to be closed.

“Closing Date” means to date the Parties agree in writing to close the merger transaction represented by this agreement including any written extensions.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Collateral Documents” mean the Exhibits and any other documents, instruments, and certificates to be executed and delivered by the Parties hereunder or there under.

“Commission” means the Securities and Exchange Commission or any Regulatory Authority that succeeds to its functions.

“Encumbrance” means any material mortgage, pledge, lien, encumbrance, charge, security interest, security agreement, conditional sale or other title retention agreement, limitation, option, assessment, restrictive agreement, restriction, adverse interest, restriction on transfer or exception to or material defect in title or other ownership interest (including restrictive covenants, leases and licenses).

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations there under.

“Extended Closing Date” means the date to which the Parties agree in writing to continue the closing date of this Definitive Agreement.

“GAAP” means United States generally accepted accounting principles as in effect from time to time.

“GREETEAT” means Greeteat, LLC, a Wyoming Limited Liability Company.

“GREETEAT Assets” means all properties, assets, privileges, powers, rights, interests and claims of every type and description that are owned, leased, held, used or useful in GREETEAT or in which GREETEAT acquires any right, title or interest on or before the Closing Date, wherever located, whether known or unknown, and whether or not now or on the Closing Date on the books and records of GREETEAT, but excluding any of the foregoing, if any, transferred prior to the Closing pursuant to this Agreement or any Collateral Documents.

“GREETEAT Business” means the assets and operations of GREETEAT.

“GREETEAT Stock” means the percentage of ownership and/or shares of NATIONAL ASSET RECOVERY CORPORATION referred to herein as REPO when acquired.

“GREETEAT Stakeholder” means, as of any particular date, the holders of a membership interest in GREETEAT, LLC.

“Legal Requirement” means any statute, ordinance, law, rule, regulation, code, injunction, judgment, order, decree, ruling, or other requirement enacted, adopted, or applied by any Regulatory Authority, including judicial decisions applying common law or interpreting any other Legal Requirement.

“Losses” shall mean all damages, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, expenses, payments, diminutions in value and other losses, however suffered or characterized, all interest thereon, all costs and expenses of investigating any claim, lawsuit or arbitration and any appeal there from, all actual attorneys’, accountants’ investment bankers’ and expert witness’ fees incurred in connection therewith, whether or not such claim, lawsuit or arbitration is ultimately defeated and, subject to Section 9.4, all amounts paid incident to any compromise or settlement of any such claim, lawsuit or arbitration.

“Liability” means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

“Material Adverse Effect” means a material adverse effect on (i) the assets, Liabilities, properties or business of the Parties, (ii) the validity, binding effect or enforceability of this Agreement or the Collateral Documents or (iii) the ability of any Party to perform its obligations under this Agreement and the Collateral Documents; provided, however, that none of the following shall constitute a Material Adverse Effect on REPO: (i) the filing, initiation and subsequent prosecution, by or on behalf of shareholders of any Party, of litigation that challenges or otherwise seeks damages with respect to the Merger, this Agreement and/or transactions contemplated thereby or hereby, (ii) occurrences due to a disruption of a Party’s business as a result of the announcement of the execution of this Agreement or changes caused by the taking of action required by this Agreement, (iii) general economic conditions, or (iv) any changes generally affecting the industries in which a Party operates.

“Merger Shares” means all the members interests in GREETEAT deliverable by GREETEAT in exchange for REPO Common Stock pursuant to Section 2.7.

“Parties” means National Asset Recovery Corporation, a Nevada corporation, also known as the “Company” and/or “REPO”) and Greeteat, LLC (“Greeteat”), a Wyoming Limited Liability Company.

“Permit” means any license, permit, consent, approval, registration, authorization, qualification, or similar right granted by a Regulatory Authority.

“Permitted Liens” means (i) liens for Taxes not yet due and payable or being contested in good faith by appropriate proceedings; (ii) rights reserved to any Regulatory Authority to regulate the affected property; (iii) statutory liens of banks and rights of set off; (iv) as to leased assets, interests of the lessors and sublessors thereof and liens affecting the interests of the lessors and sublessors thereof; (v) inchoate material men’s, mechanics’, workmen’s, repairmen’s or other like liens arising in the ordinary course of business; (vi) liens incurred or deposits made in the ordinary course in connection with workers’ compensation and other types of social security; (vii) licenses of trademarks or other intellectual property rights granted by REPO or GREETEAT, as the case may be, in the ordinary course and not interfering in any material respect with the ordinary course of the business of REPO or GREETEAT, as the case may be; and (viii) as to real property, any encumbrance, adverse interest, constructive or other trust, claim, attachment, exception to or

defect in title or other ownership interest (including, but not limited to, reservations, rights of entry, rights of first refusal, possibilities of reverter, encroachments, easement, rights of way, restrictive covenants, leases, and licenses) of any kind, which otherwise constitutes an interest in or claim against property, whether arising pursuant to any Legal Requirement, under any contract or otherwise, that do not, individually or in the aggregate, materially and adversely affect or impair the value or use thereof as it is currently being used in the ordinary course.

“Person” means any natural person, corporation, partnership, trust, unincorporated organization, association, Limited Liability Company, Regulatory Authority or other entity.

“Proposed Acquisition” means any of the following transactions (other than the transactions contemplated by this Agreement): (i) a merger, consolidation, business combination, recapitalization, liquidation, dissolution or similar transaction involving REPO pursuant to which the shareholders of REPO immediately preceding such transaction hold less than fifty percent (50%) of the aggregate equity interests in the surviving or resulting entity of such transaction, (ii) a sale or other disposition by REPO of assets representing in excess of fifty percent (50%) of the aggregate fair market value of REPO Business immediately prior to such sale or (iii) the acquisition by any person or group (including by way of a tender offer or an exchange offer or issuance by REPO), directly or indirectly, of beneficial ownership or a right to acquire beneficial ownership of shares representing in excess of fifty percent (50%) of the voting power of the then outstanding shares of capital stock of REPO.

“Regulatory Authority” means: (i) the United States of America; (ii) any state, commonwealth, territory or possession of the United States of America and any political subdivision thereof (including counties, municipalities and the like); (iii) Canada and any other foreign (as to the United States of America) sovereign entity and any political subdivision thereof; or (iv) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, department, bureau, commission or board.

“REPO Assets” mean all properties, assets, privileges, powers, rights, interests and claims of every type and description that are owned, leased, held, used or useful in the REPO business and in which REPO or any of its Subsidiaries has any right, title or interest or in which REPO or any of its Subsidiaries acquires any right, title or interest on or before the Closing Date, or Extended Closing Date, wherever located, whether known or unknown, and whether or not now or on the Closing Date on the books and records of REPO or any of its Subsidiaries.

“REPO Business” means the business conducted by REPO.

“REPO Common Stock” means the common shares of REPO.

“REPO Securities Filings” means REPO’s Annual reports on Form 10-KSB and its quarterly reports on Form 10-QSB, and all other reports filed and to be filed with the Commission prior to the Effective Time including all subsequent reports filed with the OTC news service after the effective date of its 15D.

“Representative” means any director, officer, employee, agent, consultant, advisor or other representative of a Person, including legal counsel, accountants, managing member and financial advisors.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations there under.

“Subsidiary” of a specified Person means (a) any Person if securities having ordinary voting power (at the time in question and without regard to the happening of any contingency) to elect a majority of the directors, trustees, managers or other governing body of such Person are held or controlled by the specified Person or a Subsidiary of the specified Person; (b) any Person in which the specified Person and its subsidiaries collectively hold a fifty percent (50%) or greater equity interest; (c) any partnership or similar organization in which the specified Person or subsidiary of the specified Person is a general partner; or (d) any Person the management of which is directly or indirectly controlled by the specified Person and its Subsidiaries through the exercise of voting power, by contract or otherwise.

“Tax” means any U.S. or non U.S. federal, state, provincial, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, intangible property, recording, occupancy, sales, use, transfer, registration, value added minimum, estimated or other tax of any kind whatsoever, including any interest, additions to tax, penalties, fees, deficiencies, assessments, additions or other charges of any nature with respect thereto, whether disputed or not.

“Tax Return” means any return, declaration, report, claim for refund or credit or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Treasury Regulations” means regulations promulgated by the U.S. Treasury Department under the Code.

ARTICLE II **THE MERGER**

II.1 Merger; Surviving Entity. In accordance with and subject to the provisions of this Agreement and the Nevada Corporations Code, at the Effective Time GREETEAT LLC, shall be merged with and into REPO (the “Merger”), and REPO shall be the surviving entity in the Merger (hereinafter sometimes called the “surviving entity”) and shall continue its corporate existence under the laws of the State of Nevada. At the Effective Time, the separate existence of GREETEAT shall cease. All properties, franchises and rights belonging to REPO, by virtue of the Merger and without further act or deed, shall be vested in the surviving entity, which shall henceforth be responsible for all the liabilities and obligations of each of GREETEAT and REPO unless and until such time as a name change takes effect.

II.2 Articles of Incorporation. REPO's articles of incorporation, as in effect at the Effective Time, shall continue in full force and effect as the articles of incorporation of the Surviving entity until altered or amended as provided therein or by law.

II.3 Bylaws. REPO's bylaws, as in effect at the Effective Time, shall be the bylaws of the surviving entity until altered, amended, or repealed as provided therein or by law.

II.4 REPO Current Assets. Upon completion of the business combination, REPO's assets shall remain within REPO and shall become a part of the combined new entity.

II.5 Effective Time. The Merger shall become effective at the time and date that the certificate of merger of each of GREETEAT and REPO (the "Certificate of Merger"), in form and substance acceptable to the Parties, is accepted for filing by the Secretary of State of the State of Nevada in accordance with the provisions related thereto. The Certificate of Merger shall be executed by GREETEAT and REPO and delivered to the Secretary of State of the State of Nevada for filing on the Closing Date including extensions, or as soon thereafter as it can reasonably be completed. The date and time when the Merger becomes effective are referred to herein as the "Effective Time."

II.6 Merger Shares; Conversion and Cancellation of Securities.

Conversion of Company Common Stock. As of today's date, REPO has 152,562,914 common shares issued and outstanding. REPO intends to complete a reverse of its common shares and complete a restructuring prior to closing. At the Effective Time, all assets of GREETEAT LLC, including all ownership interests in GREETEAT LLC, outstanding immediately before the Effective Time shall be converted, by virtue of the Merger, into approximately 50,000,000 (Fifty Million) shares of REPO Common Stock (the "Merger Shares"). It is hereby agreed that upon closing REPO will have approximately 50,000,000 (Fifty Million) common shares issued and outstanding, and 5,000,000 (Five Million) preferred shares issued and outstanding as described in its most recent disclosures.

The allocation of the Merger Shares among GREETEAT Stakeholders shall be delivered to REPO at least one business day prior to the Closing; At the Effective Time, all interests in GREETEAT, LLC held by the members shall be cancelled and shall cease to exist, by agreement of its stakeholders, and as authorized by its management.

(a) Fractional Shares. No certificates or scrip evidencing fractional shares of GREETEAT Stock shall be issued in exchange for REPO Common Stock. All fractional share amounts shall be rounded up to the nearest whole share.

(b) Reverse Split. It is hereby agreed that REPO shall conduct a reverse split prior to closing, as a precondition to meeting the conditions of closing. However, after closing neither Party shall agree to a reverse split of the shares of the public company for a period of three (3) years from the Closing.

II.7 Surrender of Company Certificates.

(a) Exchange Procedures. Promptly after the Effective Time, GREETEAT LLC, or its appointed designee shall mail to REPO the names of each stakeholder who is to

receive a certificate or certificates of its Common and Preferred Stock (“Company Certificates”) whose interests are converted into the right to receive the Merger Shares, (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to REPO Certificates shall pass to GREETEAT, only upon delivery of REPO Certificates to GREETEAT and which shall be in such form and have such other provisions as GREETEAT may reasonably specify) and (ii) instructions for use in effecting the surrender of GREETEAT interests in exchange for the Merger Shares and any dividends or other distributions pursuant to this agreement. Upon surrender of GREETEAT’s interests by its stakeholders, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, the holders of such GREETEAT interests shall be entitled to receive the Merger Shares in exchange therefore and all stakeholders’ interests shall forthwith be canceled.

(b) Required Withholding. In connection with any payment to any holder or former holder of REPO Common Stock, or any GREETEAT stakeholder, the surviving entity shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement such amounts as may be required to be deducted or withheld there from under the Code or under any provision of state, local or foreign tax law or under any other applicable laws. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the person to whom such amounts would otherwise have been paid.

(c) No Liability. Notwithstanding anything to the contrary in this Section 2.7, neither GREETEAT LLC, the surviving entity nor any party hereto shall be liable to any Person for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law. If any GREETEAT interest shall not have been surrendered prior to the date immediately prior to the date on which such property would otherwise escheat to or become the property of any Governmental or Regulatory Authority, any such property, to the extent permitted by applicable law, shall become the property of the surviving entity, free and clear of all claims or interest of any person previously entitled thereto.

(d) Termination. Any holders of an interest in GREETEAT, who have not complied with this ARTICLE II shall look only to GREETEAT or the surviving entity for payment of their claim for Merger Shares and any dividends or distributions with respect to Common Stock, without interest thereon.

II.8 Stock Transfer Books. At the Effective Time, GREETEAT shall cease to exist, and there shall be no further registration or transfers of any interest of GREETEAT on the records of REPO.

II.9 Restriction on Transfer. The Merger Shares may not be sold, transferred, or otherwise disposed of without registration under the Act or an exemption there from, and that in the absence of an effective registration statement covering the Merger Shares or any available exemption from registration under the Act, the Merger Shares must be held indefinitely. GREETEAT Shareholders are aware that the Merger Shares may not be sold pursuant to Rule 144 promulgated under the Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 may be the availability of current information to the public about the Surviving Company.

II.10 Restrictive Legend. All certificates representing the Merger Shares shall contain the following legend:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE, ARE SUBJECT TO THE TERMS OF AN AGREEMENT AND PLAN OF MERGER, DATED AS OF JUNE 2023, BETWEEN REPO AND GREETEAT A COPY OF WHICH IS ON FILE IN THE PRINCIPAL OFFICE OF THE ISSUER. FURTHER, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF WITHOUT REGISTRATION UNDER THE ACT OR AN EXEMPTION THEREFROM.”

Closing. The closing of the transactions contemplated by this Agreement and the signing of the Collateral Documents (the “Closing”) shall take place by the digital transmission of documents via a computerized system, signatures may be secured by DocuSign or some other process approved by the parties. The closing shall take place at 11:00 a.m., Pacific Standard Time on June 8, 2023, or some other agreed date, which, shall be within sixty (60) days of the signing of this agreement, (the “Closing Date”).

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF REPO

REPO represents and warrants to GREETEAT that the statements contained in this ARTICLE III are correct and complete as of the date of this Agreement and, except as provided in Section 7.1, will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this ARTICLE III, except in the case of representations and warranties stated to be made as of the date of this Agreement or as of another date and except for changes contemplated or permitted by this Agreement).

III.1 Organization and Qualification. REPO is a corporation duly organized, validly existing and in good standing under the laws of its respective jurisdiction of Nevada. REPO has all the requisite power and authority to own, lease and use its assets as they are currently owned, leased and used and to conduct its business as it is currently conducted. REPO is duly qualified or licensed to do business in and is in good standing in each jurisdiction in which the character of the properties owned, leased or used by it or the nature of the activities conducted by it make such qualification necessary, except any such jurisdiction where the failure to be so qualified or licensed would not have a Material Adverse Effect on REPO or a material adverse effect on the validity, binding effect or enforceability of this Agreement or the Collateral Documents or the ability of REPO to perform its obligations under this Agreement or any of the Collateral Documents.

III.2 Capitalization.

(a) The authorized capital stock and other ownership interests of REPO consist of 5,000,000 preferred shares authorized of which all have been issued and 195,000,000 shares of common stock, of which 152,562,914 shares are issued and outstanding as of the date hereof. REPO has issued two Convertible Promissory Notes in the

total principal sum of \$250,000 (Two Hundred Fifty Thousand) USD. By agreement of the parties, the surviving entity will assume liability for these notes under the same terms as described therein, unless otherwise redeemed before the closing. As of the date of closing, there will be zero options, or warrants outstanding. All of the outstanding REPO Common and Preferred Stock has been duly authorized and is validly issued, fully paid and nonassessable. It is anticipated that the number of shares of common stock will increase as a result of private placements to be conducted after the date hereof.

(b) Other than what has been described herein, there are no outstanding or authorized options, warrants, purchase rights, notes or preemptive rights or other contracts or commitments that could require REPO to issue, sell, or otherwise cause to become outstanding any of its capital stock or other ownership interests (collectively “Options”).

(c) All of the issued and outstanding shares and warrants of REPO Common Stock have been duly authorized and are validly issued and outstanding, fully paid and nonassessable and have been issued in compliance with applicable securities laws and other applicable Legal Requirements or transfer restrictions under applicable securities laws.

III.3 Authority and Validity. REPO has all requisite corporate power to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement (subject to the approval of the majority of the REPO Shareholders as contemplated by Section 5.4 and to receipt of any consents, approvals, authorizations, or other matters referred to in Section 5.4). The execution, consummation, and delivery by REPO and the performance by REPO of its obligations under this Agreement have been duly authorized and all required action has been taken by REPO (subject to the approval of REPO Shareholders as contemplated by Section 5.4). This Agreement has been duly executed and delivered by REPO and (assuming due execution and delivery by the GREETEAT Parties and approval by REPO Shareholders) is the legal, valid, and binding obligation of REPO, enforceable against it in accordance with its terms, except that such enforcement may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors’ rights generally and (ii) general equitable principles. Upon the execution and delivery of the Collateral Documents required by this Agreement, and assuming due execution and delivery thereof by the GREETEAT Parties, the Collateral Documents will be the legal, valid and binding obligations of REPO, enforceable against REPO in accordance with their respective terms, except that such enforcement may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors’ rights generally and (ii) general equitable principles.

III.4 No Breach or Violation. Subject to obtaining the consents, approvals, authorizations, and orders of and making the registrations or filings with or giving notices to Regulatory Authorities and Persons identified herein, the execution, delivery and performance by REPO of this Agreement and the Collateral Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby in accordance with the terms and conditions hereof and thereof, do not and will not conflict with, constitute a violation or breach of, constitute a default or give rise to any right of termination or acceleration of any right or obligation of REPO under, or result in the creation or imposition of any Encumbrance upon REPO, REPO Assets, REPO Business or REPO Common Stock by reason of the terms of (i) the articles of incorporation, by laws or other charter or

organizational document of REPO or any Subsidiary of REPO, (ii) any material contract, agreement, lease, indenture or other instrument to which REPO is a party or by or to which REPO, or the Assets may be bound or subject and a violation of which would result in a Material Adverse Effect on REPO, (iii) any order, judgment, injunction, award or decree of any arbitrator or Regulatory Authority or any statute, law, rule or regulation applicable to REPO or (iv) any Permit of REPO, which in the case of (ii), (iii) or (iv) above would have a Material Adverse Effect on REPO or a material adverse effect on the validity, binding effect or enforceability of this Agreement or the Collateral Documents or the ability of REPO to perform its obligations under this Agreement or any of the Collateral Documents.

III.5 Consents and Approvals. Except for requirements described in Schedule 3.5, no consent, approval, authorization or order of, registration or filing with, or notice to, any Regulatory Authority or any other Person is necessary to be obtained, made or given by REPO in connection with the execution, delivery and performance by REPO of this Agreement or any Collateral Document or for the consummation by REPO of the transactions contemplated hereby or thereby, except to the extent the failure to obtain any such consent, approval, authorization or order or to make any such registration or filing would not have a Material Adverse Effect on REPO or a material adverse effect on the validity, binding effect or enforceability of this Agreement or the Collateral Documents or the ability of REPO to perform its obligations under this Agreement or any of the Collateral Documents.

III.6 Intellectual Property. To the knowledge of REPO, REPO has good title to or the right to use all material company intellectual property rights and all material inventions, processes, designs, formulae, trade secrets and know how necessary for the operation of REPO Business without the payment of any royalty or similar payment.

III.7 Compliance with Legal Requirements. REPO has operated REPO Business in compliance with all Legal Requirements applicable to REPO except to the extent the failure to operate in compliance with all material Legal Requirements would not have a Material Adverse Effect on REPO or Material Adverse Effect on the validity, binding effect or enforceability of this Agreement or the Collateral Documents.

III.8 Financial Statements. Prior to the Closing Date REPO shall provide GREETEAT with unaudited financial statements of REPO as of December 31, 2022, and statements of operations, stockholders' equity and cash flows for the year then ended. Such financial statements ("Company Financial Statements") have or will have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") applied on a basis consistent throughout all periods presented, present fairly in all material respects the financial condition of REPO and its results of operations as of the date and for the periods indicated unless waived by GREETEAT.

III.9 Litigation. There are no outstanding judgments or orders against or otherwise affecting or related to REPO, REPO Business or REPO Assets and there is no action, suit, complaint, proceeding or investigation, judicial, administrative or otherwise, that is pending or, to REPO's knowledge, threatened that, if adversely determined, would have a Material Adverse Effect on REPO or a material adverse effect on the validity, binding effect or enforceability of this Agreement or the Collateral Documents, except as noted in the unaudited Company Financial Statements or documented by REPO to GREETEAT.

III.10 Taxes. REPO has duly and timely filed in proper form all Tax Returns for all Taxes required to be filed with the appropriate Regulatory Authority and has paid all taxes required to be paid in respect thereof except where such failure would not have a Material Adverse Effect on REPO, except where, if not filed or paid, the exception(s) have been documented by REPO to GREETEAT.

III.11 Books and Records. The books and records of REPO accurately and fairly represent REPO Business and its results of operations in all material respects.

III.12 Brokers or Finders. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by REPO and/or its Affiliates/Representatives in connection with the transactions contemplated by this Agreement, neither REPO, nor any of its Affiliates/Representatives have incurred any obligation to pay any brokerage or finder's fee or other commission in connection with the transaction contemplated by this Agreement.

III.13 Proxies. REPO management holds, or prior to the Closing will hold, irrevocable proxies from REPO Shareholders adequate to ensure Company Shareholder approval of the Merger as required by applicable law.

III.14 Disclosure. No representation or warranty of REPO in this Agreement or in the Collateral Documents and no statement in any certificate furnished or to be furnished by REPO pursuant to this Agreement contained, contains or will contain on the date such agreement or certificate was or is delivered, or on the Closing Date, any untrue statement of a material fact, or omitted, omits or will omit on such date to state any material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

III.15 No Undisclosed Liabilities. REPO is not subject to any material liability (including unasserted claims), absolute or contingent, which is not shown, or which is in excess of amounts shown or reserved for in the unaudited balance sheet as of December 31, 2022, other than liabilities of the same nature as those set forth in REPO Financial Statements and reasonably incurred in the ordinary course of its business after December 31, 2022.

III.16 Absence of Certain Changes. Since December 31, 2022, REPO has not: (a) suffered any material adverse change in its financial condition, assets, liabilities or business; (b) contracted for or paid any capital expenditures; (c) incurred any indebtedness or borrowed money, issued or sold any debt or equity securities, declared any dividends or discharged or incurred any liabilities or obligations except in the ordinary course of business as heretofore conducted; (d) mortgaged, pledged or subjected to any lien, lease, security interest or other charge or encumbrance any of its properties or assets; (e) paid any material amount on any indebtedness prior to the due date, forgiven or cancelled any material amount on any indebtedness prior to the due date, forgiven or cancelled any material debts or claims or released or waived any material rights or claims; (f) suffered any damage or destruction to or loss of any assets (whether or not covered by insurance); (g) acquired or disposed of any assets or incurred any liabilities or obligations; (h) made any payments to its affiliates or associates or loaned any money to any person or entity; (i) formed or acquired or disposed of any interest in any corporation, partnership, limited liability company, joint venture or other entity; (j) entered into any employment, compensation, consulting or collective bargaining

agreement or any other agreement of any kind or nature with any person, or group, or modified or amended in any respect the terms of any such existing agreement; (k) entered into any other commitment or transaction or experience any other event that relates to or affect in any way this Agreement or to the transactions contemplated hereby, or that has affected, or may adversely affect REPO's business, operations, assets, liabilities or financial condition; or (l) amended its Articles of Organization or By-laws, except as otherwise contemplated herein.

III.17 Contracts. A true and complete list of all contracts, agreements, leases, commitments or other understandings or arrangements, written or oral, express, or implied, to which REPO is a party or by which it or any of its property is bound or affected requiring payments to or from, or incurring of liabilities by, REPO in excess of \$10,000 (the "Contracts"). REPO has complied with and performed, in all material respects, all of its obligations required to be performed under and is not in default with respect to any of the Contracts, as of the date hereof, nor has any event occurred which has not been cured which, with or without the giving of notice, lapse of time, or both, would constitute a default in any respect there under. To the best knowledge of REPO, no other party has failed to comply with or perform, in all material respects, any of its obligations required to be performed under or is in material default with respect to any such Contracts, as of the date hereof, nor has any event occurred which, with or without the giving of notice, lapse of time or both, would constitute a material default in any respect by such party there under. REPO knows of and has no reason to believe that there are any facts or circumstances which would make a material default by any party to any contract or obligation likely to occur subsequent to the date hereof.

III.18 Permits and Licenses. REPO has all certificates of occupancy, rights, permits, certificates, licenses, franchises, approvals, and other authorizations as are reasonably necessary to conduct its business and to own, lease, use, operate and occupy its assets, at the places and in the manner now conducted and operated, except those the absence of which would not materially adversely affect its business. REPO has not received any written or oral notice or claim pertaining to the failure to obtain any material permit, certificate, license, approval or other authorization required by any federal, state or local agency or other regulatory body, the failure of which to obtain would materially and adversely affect its business.

III.19 Assets Necessary to Business. REPO owns or leases all properties and assets, real, personal, and mixed, tangible and intangible, and is a party to all licenses, permits and other agreements necessary to permit it to carry on its business as presently conducted.

III.20 Labor Agreements and Labor Relations. REPO has no collective bargaining or union contracts or agreements. REPO is in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours, and is not engaged in any unfair labor practices; there are no charges of discrimination or unfair labor practice charges" or complaints against REPO pending or threatened before any governmental or regulatory agency or authority; and, there is no labor strike, dispute, slowdown or stoppage actually pending or threatened against or affecting REPO.

III.21 Employment Arrangements. REPO has no employment or consulting agreements or arrangements, written or oral, which are not terminable at the will of REPO, or

any pension, profit-sharing, option, other incentive plan, or any other type of employment benefit plan as defined in ERISA or otherwise, or any obligation to or customary arrangement with employees for bonuses, incentive compensation, vacations, severance pay, insurance or other benefits. No employee of REPO is in violation of any employment agreement or restrictive covenant.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF GREETEAT

Each of the GREETEAT Parties, jointly and severally, represents and warrants to REPO that the statements contained in this ARTICLE IV are correct and complete as of the date of this Agreement and, except as provided in Section 8.1, will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this ARTICLE IV, except in the case of representations and warranties stated to be made as of the date of this Agreement or as of another date and except for changes contemplated or permitted by the Agreement).

IV.1 Organization and Qualification. GREETEAT has all the requisite power and authority to own, lease and use its assets as they are currently owned, leased and used and to conduct its business as it is currently conducted. GREETEAT is duly qualified or licensed to do business in and are each in good standing in each jurisdiction in which the character of the properties owned, leased or used by it or the nature of the activities conducted by it makes such qualification necessary, except any such jurisdiction where the failure to be so qualified or licensed and in good standing would not have a Material Adverse Effect on GREETEAT or a Material Adverse Effect on the validity, binding effect or enforceability of this Agreement or the Collateral Documents or the ability of REPO or GREETEAT to perform its obligations under this Agreement or any of the Collateral Documents.

IV.2 Capitalization.

(a) The total amount of all of the members interests in GREETEAT, a private Limited Liability Company, organized under the laws of the state of Wyoming, consists of the members interests in the company's assets, and income from its operations, including its intellectual property, as defined in its operating agreement. The assets of GREETEAT also include the Merger Shares, duly authorized and validly issued in accordance with this Agreement. The shares will be fully paid and non-assessable. immediately upon execution hereon.

(b) There are no outstanding or authorized options, warrants, purchase rights, preemptive rights or other contracts or commitments that could require GREETEAT or any of its Subsidiaries to issue, sell, or otherwise cause to become outstanding any of the interests in its organization.

(c) All of the members' interests in GREETEAT have been duly authorized and are fully paid and nonassessable and have been issued in compliance with applicable securities laws and other applicable legal requirements.

IV.3 Authority and Validity. Each GREETEAT member has all requisite power to execute and deliver, to perform its obligations under, and to consummate the transactions

contemplated by this Agreement and the Collateral Documents. The execution and delivery by each GREETEAT member with authority to bind the company, and the consummation of the transactions contemplated by this Agreement, and the Collateral Documents have been duly authorized by all requisite action of GREETEAT. This Agreement has been duly executed and delivered by each of the required GREETEAT members and (assuming due execution and delivery by REPO) is the legal, valid and binding obligation of each authorized GREETEAT members, enforceable in accordance with its terms except that such enforcement may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and (ii) general equitable principles. Upon the execution and delivery by each of the authorized GREETEAT members of the Collateral Documents to which each of them is a party, and assuming due execution and delivery thereof by the other parties thereto, the Collateral Documents will be the legal, valid and binding obligations of each authorized member., enforceable against each of them in accordance with their respective terms except that such enforcement may be subject to (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally and (ii) general equitable principles.

IV.4 No Breach or Violation. Subject to obtaining the consents, approvals, authorizations, and orders of and making the registrations or filings with or giving notices to Regulatory Authorities and Persons identified herein, the execution, delivery and performance by the GREETEAT of this Agreement and the Collateral Documents to which each is a party and the consummation of the transactions contemplated hereby and thereby in accordance with the terms and conditions hereof and thereof, do not and will not conflict with, constitute a violation or breach of, constitute a default or give rise to any right of termination or acceleration of any right or obligation of any GREETEAT member under, or result in the creation or imposition of any encumbrance upon the property of any GREETEAT member by reason of the terms of (i) the articles of incorporation, by laws or other charter or organizational document of any GREETEAT member, (ii) any contract, agreement, lease, indenture or other instrument to which any GREETEAT member is a party or by or to which any GREETEAT member or its property may be bound or subject and a violation of which would result in a Material Adverse Effect on GREETEAT taken as a whole, (iii) any order, judgment, injunction, award or decree of any arbitrator or Regulatory Authority or any statute, law, rule or regulation applicable to any GREETEAT member or (iv) or would have a Material Adverse Effect on GREETEAT or a material adverse effect on the validity, binding effect or enforceability of this Agreement or the Collateral Documents or the ability of any authorized GREETEAT member to perform its obligations hereunder or there under.

IV.5 Consents and Approvals. Except for requirements under applicable United States or state securities laws, no consent, approval, authorization or order of, registration or filing with, or notice to, any Regulatory Authority or any other Person is necessary to be obtained, made or given by any authorized GREETEAT member in connection with the execution, delivery and performance by them of this Agreement or any Collateral Documents or for the consummation by them of the transactions contemplated hereby.

IV.6 Compliance with Legal Requirements. The officers, managers and members have operated the GREETEAT business in compliance with all material legal requirements including, without limitation, the Exchange Act and the Securities Act applicable to

GREETEAT, except to the extent the failure to operate in compliance with all material Legal requirements, would not have a Material Adverse Effect on GREETEAT or a Material Adverse Effect on the validity, binding effect or enforceability of this Agreement or the Collateral Documents.

IV.7 Litigation. There are no outstanding judgments or orders against or otherwise affecting or related to GREETEAT, or its business or assets; and there is no action, suit, complaint, proceeding or investigation, judicial, administrative or otherwise, that is pending or, to the best knowledge of GREETEAT, threatened, that has not been disclosed and if adversely determined, would have a material adverse effect on the validity, binding effect or enforceability of this Agreement or the Collateral Documents.

IV.8 Ordinary Course. As of the date of the closing, there has not been any occurrence, event, incident, action, failure to act or transaction involving GREETEAT or any of its members, which is reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on GREETEAT.

IV.9 Assets and Liabilities. As of the date of this Agreement and at the time of the Closing, all of GREETEAT'S assets and liabilities have been disclosed.

IV.10 Taxes. GREETEAT has duly and timely filed all Tax Returns for all Taxes required to be filed with the appropriate Governmental Authority, except where such failure to file would not have a Material Adverse Effect on GREETEAT.

IV.11 Books and Records. The books and records of GREETEAT and its Subsidiaries accurately and fairly represent the GREETEAT business and its results of operations in all material respects. All accounts receivable and inventory of the GREETEAT business are reflected properly in such books and records in all material respects.

IV.12 Financial and Other Information.

(a) The historical financial statements of GREETEAT that have been filed as of the Closing Date, fairly represent the financial condition of GREETEAT and the results of its operations as of the dates and for the periods indicated, subject in the case of the unaudited financial statements only to normal year-end adjustments (none of which will be material in amount).

(b) To the knowledge of current management, GREETEAT'S financials do not contain (directly or by incorporation by reference) any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (or incorporated therein by reference), in light of the circumstances under which they were or will be made, not misleading.

IV.13 Brokers or Finders. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by GREETEAT its Affiliates or Representatives in connection with the transactions contemplated by this Agreement, neither GREETEAT, nor any of its Affiliates or Representatives have incurred any obligation to pay any brokerage or finder's fee or other commission in connection with the transaction contemplated by this Agreement.

IV.14 Disclosure. No representation or warranty of GREETEAT in this Agreement or in the Collateral Documents and no statement in any certificate furnished or to be furnished by GREETEAT pursuant to this Agreement contained, contains or will contain on the date such agreement or certificate was or is delivered, or on the Closing Date, any untrue statement of a material fact, or omitted, omits or will omit on such date to state any material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

IV.15 Filings. GREETEAT has or will make all of the filings required by the Securities Act of 1933, as amended, and the Exchange Act of 1934, as amended, that are required to be made, if any, and no such filing contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, not misleading.

IV.16 Conduct of Business. Prior to the Closing Date, GREETEAT shall conduct its business in the normal course, and shall not sell, pledge, or assign any assets, without the prior written approval of REPO, except in the regular course of business. Except as otherwise provided herein, GREETEAT shall not amend its Articles of Incorporation, declare dividends, redeem or sell stock or other securities, acquire or dispose of fixed assets, change employment terms, enter into any material or long-term contract, guarantee obligations of any third party, settle or discharge any material balance sheet receivable for less than its stated amount, pay more on any liability than its stated amount or enter into any other transaction other than in the regular course of business.

ARTICLE V **COVENANTS OF REPO**

Between the date of this Agreement and the Closing Date:

V.1 Additional Information. REPO shall provide GREETEAT and its Representatives such financial, operating and other documents, data and information relating to REPO, REPO Business and REPO Assets and Liabilities of REPO, as GREETEAT or its Representatives may reasonably request. In addition, REPO shall take all action necessary to enable GREETEAT and its Representatives to review, inspect and audit REPO Assets, REPO Business and Liabilities of REPO and discuss them with REPO's officers, employees, independent accountants, customers, licensees, and counsel. Notwithstanding any investigation that GREETEAT may conduct of REPO, REPO Business, REPO Assets and the Liabilities of REPO, GREETEAT may fully rely on REPO's warranties, covenants and indemnities set forth in this Agreement.

V.2 Consents and Approvals. As soon as practicable after execution of this Agreement, REPO shall use commercially reasonable efforts to obtain any necessary consent, approval, authorization or order of, make any registration or filing with or give any notice to, any Regulatory Authority or Person as is required to be obtained, made or given by REPO to consummate the transactions contemplated by this Agreement and the Collateral Documents.

V.3 Non-circumvention. It is understood that in connection with the transactions contemplated hereby, GREETEAT has been and will be seeking to find investors willing to provide loans and/or capital investments to finance business plans. In connection therewith, REPO will not, and it will cause its directors, officers, employees, agents and representatives

not to attempt, directly or indirectly, (i) to contact any party introduced to it by GREETEAT, or (ii) deal with, or otherwise become involved in any transaction with any party which has been introduced to it by GREETEAT, without the express written permission of the introducing party and without having entered into a commission agreement with the introducing party. Any violation of the covenant shall be deemed an attempt to circumvent GREETEAT, and the party violating this covenant shall be liable for damages in favor of the circumvented party.

V.4 No Solicitations. From and after the date of this Agreement until the Effective Time or termination of this Agreement pursuant to ARTICLE X, REPO will not nor will it authorize or permit any of its officers, directors, affiliates or employees or any investment banker, attorney or other advisor or representative retained by it, directly or indirectly, (i) solicit or initiate the making, submission or announcement of any other acquisition proposal, (ii) participate in any discussions or negotiations regarding, or furnish to any person any non-public information with respect to any other acquisition proposal, (iii) engage in discussions with any Person with respect to any other acquisition proposal, except as to the existence of these provisions, (iv) approve, endorse or recommend any other acquisition proposal or (v) enter into any letter of intent or similar document or any contract agreement or commitment contemplating or otherwise relating to any other acquisition proposal.

V.5 Notification of Adverse Change. REPO shall promptly notify GREETEAT of any material adverse change in the condition (financial or otherwise) of REPO.

V.6 Meeting of REPO Shareholders. Promptly after the date hereof, if required under applicable law, REPO will take all action necessary in accordance with its articles of incorporation and by-laws to convene a meeting of REPO's shareholders to consider the adoption and approval of this Agreement and approval of the Merger to be held as promptly as practicable. REPO will use its reasonable efforts to solicit from its shareholders proxies in favor of the adoption and approval of this Agreement and the approval of the Merger and will take all other action necessary or advisable to secure the vote or consent of its shareholders required by the NCC to obtain such approvals. In lieu of such meeting, the adoption and approval of this Agreement and the Merger may be approved by shareholder consent.

V.7 Notification of Certain Matters. REPO shall promptly notify GREETEAT of any fact, event, circumstance or action known to it that is reasonably likely to cause REPO to be unable to perform any of its covenants contained herein or any condition precedent in ARTICLE VII not to be satisfied, or that, if known on the date of this Agreement, would have been required to be disclosed to GREETEAT pursuant to this Agreement or the existence or occurrence of which would cause any of REPO's representations or warranties under this Agreement not to be correct and/or complete. REPO shall give prompt written notice to GREETEAT of any adverse development causing a breach of any of the representations and warranties in ARTICLE III as of the date made.

V.8 REPO Disclosure Schedule. REPO shall, from time to time prior to Closing, supplement REPO Disclosure Statement with additional information that, if existing or known to it on the date of delivery to GREETEAT, would have been required to be included therein. For purposes of determining the satisfaction of any of the conditions to the obligations of GREETEAT in ARTICLE VII, REPO Disclosure Statement shall be deemed to include only (a) the information contained therein on the date of this Agreement and (b)

information added to REPO Disclosure Statement by written supplements delivered prior to Closing by REPO that (i) are accepted in writing by GREETEAT, or (ii) reflect actions taken or events occurring after the date hereof prior to Closing.

V.9 State Statutes. REPO and its Board of Directors shall, if any state takeover statute or similar law is or becomes applicable to the Merger, this Agreement or any of the transactions contemplated by this Agreement, use all reasonable efforts to ensure that the Merger and the other transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such statute or regulation on the Merger, this Agreement and the transactions contemplated hereby.

V.10 Conduct of Business. Prior to the Closing Date, REPO shall conduct its business in the normal course, and shall not sell, pledge, or assign any assets, without the prior written approval of GREETEAT, except in the regular course of business. Except as otherwise provided herein, REPO shall not amend its Articles of Incorporation, declare dividends, redeem or sell stock or other securities, acquire or dispose of fixed assets, change employment terms, enter into any material or long-term contract, guarantee obligations of any third party, settle or discharge any material balance sheet receivable for less than its stated amount, pay more on any liability than its stated amount, or enter into any other transaction other than in the regular course of business.

V.11 Securities Filings. REPO will timely file all Reports and other documents relating to the operation of REPO required to be filed with the Securities and Exchange Commission, which Reports, and other documents do not and will not contain any misstatement of a material fact, and do not and will not omit any material fact necessary to make the statements therein not misleading.

V.12 Election to REPO's Board of Directors. At the Effective Time of the Merger, REPO shall take all steps necessary so that there will be a one (1) continuing director (the "REPO Director") and the remaining directors shall be designated by GREETEAT unless otherwise agreed by the Parties.

ARTICLE VI

COVENANTS OF GREETEAT

Between the date of this Agreement and the Closing Date,

VI.1 Additional Information. GREETEAT shall provide to REPO and its Representatives such financial, operating and other documents, data and information relating to GREETEAT, the GREETEAT Business and the GREETEAT Assets and the Liabilities of GREETEAT and its Subsidiaries, as REPO or its Representatives may reasonably request. In addition, REPO shall take all action necessary to enable REPO and its Representatives to review and inspect the GREETEAT Assets, the GREETEAT Business and the Liabilities of GREETEAT and discuss them with REPO's officers, employees, independent accountants and counsel. Notwithstanding any investigation that REPO may conduct of GREETEAT, the GREETEAT Business, the GREETEAT Assets and the Liabilities of GREETEAT, REPO may fully rely on GREETEAT's warranties, covenants and indemnities set forth in this Agreement.

VI.2 No Solicitations. From and after the date of this Agreement until the Effective Time or termination of this Agreement pursuant to ARTICLE X, GREETEAT will not nor will it authorize or permit any of its officers, members, affiliates or employees or any investment banker, attorney or other advisor or representative retained by it, directly or indirectly, (i) solicit or initiate the making, submission or announcement of any other acquisition proposal, (ii) participate in any discussions or negotiations regarding, or furnish to any person any non-public information with respect to any other acquisition proposal, (iii) engage in discussions with any Person with respect to any other acquisition proposal, except as to the existence of these provisions, (iv) approve, endorse or recommend any other acquisition proposal or (v) enter into any letter of intent or similar document or any contract agreement or commitment contemplating or otherwise relating to any other acquisition proposal.

VI.3 Notification of Adverse Change. GREETEAT shall promptly notify REPO of any material adverse change in the condition (financial or otherwise) of GREETEAT.

VI.4 Consents and Approvals. As soon as practicable after execution of this Agreement, GREETEAT shall use its commercially reasonable efforts to obtain any necessary consent, approval, authorization or order of, make any registration or filing with or give notice to, any Regulatory Authority or Person as is required to be obtained, made or given by GREETEAT to consummate the transactions contemplated by this Agreement and the Collateral Documents.

VI.5 Notification of Certain Matters. GREETEAT shall promptly notify REPO of any fact, event, circumstance or action known to it that is reasonably likely to cause GREETEAT to be unable to perform any of its covenants contained herein or any condition precedent if not to be satisfied, or that, if known on the date of this Agreement, would have been required to be disclosed to REPO pursuant to this Agreement or the existence or occurrence of which would cause GREETEAT's representations or warranties under this Agreement not to be correct and/or complete. GREETEAT shall give prompt written notice to REPO of any adverse development causing a breach of any of the representations and warranties in ARTICLE IV.

VI.6 GREETEAT Disclosure Schedule. GREETEAT shall, from time to time prior to Closing, supplement the GREETEAT Disclosure Statement with additional information that, if existing or known to it on the date of this Agreement, would have been required to be included therein. For purposes of determining the satisfaction of any of the conditions to the obligations of REPO in the GREETEAT Disclosure Statement shall be deemed to include only (a) the information contained therein on the date of delivery to REPO and (b) information added to the GREETEAT Disclosure Statement by written supplements delivered prior to Closing by GREETEAT that (i) are accepted in writing by REPO or (ii) reflect actions taken or events occurring after the date hereof and prior to Closing. The requirements of this section VI.6 may be waived by the Parties in writing prior to the Closing.

ARTICLE VII
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE PARTIES

All obligations of the GREETEAT Parties under this Agreement shall be subject to the fulfillment at or prior to Closing of each of the following conditions, it being understood that the GREETEAT Parties may, in their sole discretion, to the extent permitted by applicable Legal Requirements, waive any or all of such conditions in whole or in part.

VII.1 Accuracy of Representations. All representations and warranties of REPO contained in this Agreement, the Collateral Documents and any certificate delivered by REPO at or prior to Closing shall be, if specifically qualified by materiality, true in all respects and, if not so qualified, shall be true in all material respects, in each case on and as of the Closing Date with the same effect as if made on and as of the Closing Date, except for representations and warranties expressly stated to be made as of the date of this Agreement or as of another date other than the Closing Date and except for changes contemplated or permitted by this Agreement. REPO shall have delivered to GREETEAT a certificate dated on the Closing Date to the foregoing effect. This paragraph has been included for the sole benefit of GREETEAT and may be waived by it in its sole discretion.

VII.2 Covenants. REPO shall, in all material respects, have performed and complied with each of the covenants, obligations and agreements contained in this Agreement and the Collateral Documents that are to be performed or complied with by them at or prior to Closing. REPO shall have delivered to GREETEAT a certificate dated the Closing Date to the foregoing effect.

VII.3 Consents and Approvals. All consents, approvals, permits, authorizations and orders required to be obtained from, and all registrations, filings and notices required to be made with or given to, any Regulatory Authority or Person as provided herein.

VII.4 Delivery of Documents. REPO shall have delivered, or caused to be delivered, to GREETEAT the following documents unless otherwise agreed by the Parties.

(i) Certified copies of REPO articles of incorporation and bylaws and certified resolutions of the board of directors and Shareholders of REPO authorizing the execution of this Agreement and the Collateral Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby.

(ii) Such other documents and instruments as GREETEAT may reasonably request: (A) to evidence the accuracy of REPO's representations and warranties under this Agreement, the Collateral Documents and any documents, instruments or certificates required to be delivered hereunder; (B) to evidence the performance by REPO of, or the compliance by REPO with, any covenant, obligation, condition and agreement to be performed or complied with by REPO under this Agreement and the Collateral Documents; or (C) to otherwise facilitate the consummation or performance of any of the transactions contemplated by this Agreement and the Collateral Documents.

(iii) Letters of resignation from REPO's current officers and directors to be effective upon the Closing.

(iv) Board resolutions from REPO's current directors appointing the designees of GREETEAT to REPO's board of directors.

VII.5 No Material Adverse Change. Since the date hereof, there shall have been no material adverse change in REPO Assets, REPO Business or the financial condition or operations of REPO, taken as a whole.

ARTICLE VIII

CONDITIONS PRECEDENT TO OBLIGATIONS OF REPO

All obligations of REPO under this Agreement shall be subject to the fulfillment at or prior to Closing of the following conditions, it being understood that REPO may, in its sole discretion, to the extent permitted by applicable Legal Requirements, waive any or all of such conditions in whole or in part.

VIII.1 Accuracy of Representations. All representations and warranties of GREETEAT contained in this Agreement and the Collateral Documents and any other document, instrument or certificate delivered by GREETEAT at or prior to the Closing shall be, if specifically qualified by materiality, true and correct in all respects and, if not so qualified, shall be true and correct in all material respects, in each case on and as of the Closing Date with the same effect as if made on and as of the Closing Date, except for representations and warranties expressly stated to be made as of the date of this Agreement or as of another date other than the Closing Date and except for changes contemplated or permitted by this Agreement. GREETEAT shall have delivered to REPO a certificate dated the Closing Date to the foregoing effect. This paragraph has been included for the sole benefit of GREETEAT and may be waived in its sole discretion.

VIII.2 Covenants. GREETEAT shall, in all material respects, have performed and complied with each obligation, agreement, covenant and condition contained in this Agreement and the Collateral Documents and required by this Agreement and the Collateral Documents to be performed or complied with by GREETEAT at or prior to Closing. GREETEAT shall have delivered to REPO a certificate dated the Closing Date to the foregoing effect unless otherwise agreed by the Parties.

VIII.3 Consents and Approvals. All consents; approvals, authorizations and orders required to be obtained from, and all registrations, filings and notices required to be made with or given to, any Regulatory Authority or Person as provided herein.

VIII.4 Delivery of Documents. GREETEAT, as applicable, shall have executed and delivered, or caused to be executed and delivered, to REPO the following documents unless otherwise agreed by the Parties.

(i) Documents and instruments as REPO may reasonably request: (A) to evidence the accuracy of the representations and warranties of GREETEAT under this Agreement and the Collateral Documents and any documents, instruments or certificates required to be delivered hereunder; (B) to evidence the performance by GREETEAT of, or the compliance by GREETEAT with, any covenant, obligation, condition and agreement to be performed or complied with by GREETEAT under this Agreement and the Collateral

Documents; or (C) to otherwise facilitate the consummation or performance of any of the transactions contemplated by this Agreement and the Collateral Documents, including:

VIII.5 No Material Adverse Change. There shall have been no material adverse change in the business, financial condition or operations of GREETEAT and its Subsidiaries taken as a whole.

VIII.6 No Litigation. No action, suit or proceeding shall be pending or threatened by or before any Regulatory Authority and no Legal Requirement shall have been enacted, promulgated or issued or deemed applicable to any of the transactions contemplated by this Agreement and the Collateral Documents that would: (i) prevent consummation of any of the transactions contemplated by this Agreement and the Collateral Documents; (ii) cause any of the transactions contemplated by this Agreement and the Collateral Documents to be rescinded following consummation; or (iii) have a Material Adverse Effect on GREETEAT.

ARTICLE IX **INDEMNIFICATION**

IX.1 Indemnification by REPO. REPO shall indemnify, defend and hold harmless (i) GREETEAT, (ii) each of GREETEAT's assigns, members, managers, Representatives and successors in interest to REPO Shares, and (iii) each of their respective shareholders, members, partners, directors, officers, managers, employees, agents, attorneys and representatives, from and against any and all Losses which may be incurred or suffered by any such party and which may arise out of or result from any breach of any material representation, warranty, covenant or agreement of REPO contained in this Agreement. All claims to be asserted hereunder must be made for the first anniversary of the Closing.

IX.2 Indemnification by the GREETEAT Parties. The GREETEAT Parties shall indemnify, defend and hold harmless REPO and each of REPO Shareholders from and against any and all Losses which may be incurred or suffered by any such party hereto and which may arise out of or result from any breach of any material representation, warranty, covenant or agreement of the GREETEAT Parties contained in this Agreement. All claims to be asserted hereunder must be made for the first anniversary of the Closing.

IX.3 Notice to Indemnifying Party. If any party (the "Indemnified Party") receives notice of any claim or other commencement of any action or proceeding with respect to which any other party (or parties) (the "Indemnifying Party") is obligated to provide indemnification pursuant to Sections 9.1 or 9.2, the Indemnified Party shall promptly give the Indemnifying Party written notice thereof, which notice shall specify in reasonable detail, if known, the amount or an estimate of the amount of the liability arising here from and the basis of the claim. Such notice shall be a condition precedent to any liability of the Indemnifying Party for indemnification hereunder, but the failure of the Indemnified Party to give prompt notice of a claim shall not adversely affect the Indemnified Party's right to indemnification hereunder unless the defense of that claim is materially prejudiced by such failure. The Indemnified Party shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld or delayed) unless suit shall have been instituted against it and the Indemnifying Party shall not have taken control of such suit after notification thereof as provided in Section 9.4.

IX.4 Defense by Indemnifying Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding by a Person who is not a party to this Agreement, the Indemnifying Party at its sole cost and expense may, upon written notice to the Indemnified Party, assume the defense of any such claim or legal proceeding (i) if it acknowledges to the Indemnified Party in writing its obligations to indemnify the Indemnified Party with respect to all elements of such claim (subject to any limitations on such liability contained in this Agreement) and (ii) if it provides assurances, reasonably satisfactory to the Indemnified Party, that it will be financially able to satisfy such claims in full if the same are decided adversely. If the Indemnifying Party assumes the defense of any such claim or legal proceeding, it may use counsel of its choice to prosecute such defense, subject to the approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld or delayed. The Indemnified Party shall be entitled to participate in (but not control) the defense of any such action, with its counsel and at its own expense; provided, however, that if the Indemnified Party, in its sole discretion, determines that there exists a conflict of interest between the Indemnifying Party (or any constituent party thereof) and the Indemnified Party, the Indemnified Party (or any constituent party thereof) shall have the right to engage separate counsel, the reasonable costs and expenses of which shall be paid by the Indemnified Party. If the Indemnifying Party assumes the defense of any such claim or legal proceeding, the Indemnifying Party shall take all steps necessary to pursue the resolution thereof in a prompt and diligent manner. The Indemnifying Party shall be entitled to consent to a settlement of, or the stipulation of any judgment arising from, any such claim or legal proceeding, with the consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; provided, however, that no such consent shall be required from the Indemnified Party if (i) the Indemnifying Party pays or causes to be paid all Losses arising out of such settlement or judgment concurrently with the effectiveness thereof (as well as all other Losses theretofore incurred by the Indemnified Party which then remain unpaid or unreimbursed), (ii) in the case of a settlement, the settlement is conditioned upon a complete release by the claimant of the Indemnified Party and (iii) such settlement or judgment does not require the encumbrance of any asset of the Indemnified Party or impose any restriction upon its conduct of business.

ARTICLE X **TERMINATION**

X.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, at any time prior to the Closing or extended closing date agreed to by the Parties in writing.

(a) by mutual written agreement of GREETEAT and REPO hereto duly authorized by action taken by or on behalf of their respective Boards of Directors; or member authorized to act on behalf of GREETEAT, LLC.

(b) by either REPO or GREETEAT upon notification to the non-terminating party by the terminating party:

(i) if the terminating party is not in material breach of its obligations under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement on the part of the non-terminating party set forth in this Agreement such that the conditions will not be satisfied; provided, however, that if such

breach is curable by the non-terminating party and such cure is reasonably likely to be completed prior to the date specified in Section 10.1(b)(i), then, for so long as the non-terminating party continues to use commercially reasonable efforts to effect and cure, the terminating party may not terminate pursuant to this Section 10.1(b)(i);

(ii) if the Closing has not transpired on or before July 15, 2023.

(iii) if any court of competent jurisdiction or other competent Governmental or Regulatory Authority shall have issued an order making illegal or otherwise permanently restricting, preventing or otherwise prohibiting the Merger and such order shall have become final; or

X.2 Effect of Termination. If this Agreement is validly terminated by either REPO or GREETEAT pursuant to Section 10.1, this Agreement will forthwith become null and void and there will be no liability or obligation on the part of the parties hereto, except that nothing contained herein shall relieve any party hereto from liability for willful breach of its representations, warranties, covenants or agreements contained in this Agreement.

ARTICLE XI **MISCELLANEOUS**

XI.1 Parties Obligated and Benefited. This Agreement shall be binding upon the Parties and their respective successors by operation of law and shall inure solely to the benefit of the Parties and their respective successors by operation of law, and no other Person shall be entitled to any of the benefits conferred by this Agreement. Without the prior written consent of the other Party, neither Party may assign this Agreement or the Collateral Documents or any of its rights or interests or delegate any of its duties under this Agreement or the Collateral Documents.

XI.2 Publicity. The initial press release shall be a joint press release and thereafter REPO and GREETEAT each shall consult with each other prior to issuing any press releases or otherwise making public announcements with respect to the Merger and the other transactions contemplated by this Agreement and prior to making any filings with any third party and/or any Regulatory Authorities (including any national securities inter dealer quotation service) with respect thereto, except as may be required by law or by obligations pursuant to any listing agreement with or rules of any national securities inter dealer quotation service.

XI.3 Notices. Any notices and other communications required or permitted hereunder shall be in writing and shall be effective upon delivery by hand or upon receipt if sent by certified or registered mail (postage prepaid and return receipt requested) or by a nationally recognized overnight courier service (appropriately marked for overnight delivery) or upon transmission if sent by telex or facsimile (with request for immediate confirmation of receipt in a manner customary for communications of such respective type and with physical delivery of the communication being made by one or the other means specified in this Section as promptly as practicable thereafter). Notices shall be addressed as follows:

If to GREETEAT, LLC to:
Kenny Shimokura
PO Box 3540
Silver springs, NV 889429

If to REPO to:
Vishal Patel
50 West Liberty Street
Suite 880
Reno, NV 89501

Any Party may change the address to which notices are required to be sent by giving notice of such change in the manner provided in this Section.

XI.4 Attorneys' Fees. In the event of any action or suit based upon or arising out of any alleged breach by any Party of any representation, warranty, covenant or agreement contained in this Agreement or the Collateral Documents, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs of such action or suit from the other Party.

XI.5 Headings. The Article and Section headings of this Agreement are for convenience only and shall not constitute a part of this Agreement or in any way affect the meaning or interpretation thereof.

XI.6 Choice of Law. This Agreement and the rights of the Parties under it shall be governed by and construed in all respects in accordance with the laws of the State of Nevada, without giving effect to any choice of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of Nevada).

XI.7 Rights Cumulative. All rights and remedies of each of the Parties under this Agreement shall be cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of any other right or remedy available under this Agreement or applicable law.

XI.8 Further Actions. The Parties shall execute and deliver to each other, from time to time at or after Closing, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Agreement and to allow each party fully to enjoy and exercise the rights accorded and acquired by it under this Agreement.

XI.9 Time of the Essence. Time is of the essence under this Agreement. If the last day permitted for the giving of any notice or the performance of any act required or permitted under this Agreement falls on a day which is not a Business Day, the time for the giving of

such notice or the performance of such act shall be extended to the next succeeding Business Day unless otherwise agreed by the Parties.

XI.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XI.11 Entire Agreement. This Agreement (including the Exhibits, REPO Disclosure Statement, the GREETEAT Disclosure Statement and any other documents, instruments and certificates referred to herein, which are incorporated in and constitute a part of this Agreement) contains the entire agreement of the Parties.

XI.12 Survival of Representations and Covenants. Notwithstanding any right of GREETEAT to fully investigate the affairs of REPO and notwithstanding any knowledge of facts determined or determinable by GREETEAT pursuant to such investigation or right of investigation, GREETEAT shall have the right to rely fully upon the representations, warranties, covenants and agreements of REPO contained in this Agreement. Each representation, warranty, covenant, and agreement of REPO contained herein shall survive the execution and delivery of this Agreement and the Closing and shall thereafter terminate and expire on the first anniversary of the Closing Date unless, prior to such date, GREETEAT has delivered to REPO or its Shareholders a written notice of a claim with respect to such representation, warranty, covenant or agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.


Dated: June 8, 2023

National Asset Recovery Corporation

By: 
297C1055FDF3445...
Name: Vishal Patel
Title: President & CEO

Dated: June 8, 2023

Greeteat, LLC

By: 
DA63EC1A0BCA4E8...
Name: Kenneth Shimokura
Title: COO and authorized representative

SCHEDULE A – LIST OF GREETEAT ASSETS – Intellectual Property.