

## SHARE PURCHASE AGREEMENT

**THIS SHARE PURCHASE AGREEMENT** (“Agreement”), is effective as of this 5<sup>TH</sup> day of August, 2024 (the “Effective Date”), by and between Tech Associates, Inc., (the “Seller”), a Wyoming registered company with a notice address of 1111 South Roop Street, Unit 1915, Carson City, NV 89702, and Firepoint Energy Inc., a Wyoming registered company with a notice address of 30 North Gould Street, Suite R, Sheridan, Wyoming, 82801.

**WHEREAS**, Seller owns 49,000,000 (Forty-Nine Million Shares) of restricted shares of Series A Preferred Stock and 9,500,000 (Nine Million Five Hundred Thousand Shares) of Series B Preferred Stock representing its full control position, and in turn, representing 99% of the Control Block (“Control Block”) of **Xcelplus International, Inc., (OTC Market: XLPI)**, respectively, by way of its voting rights with 1 vote for every 1 share of Series A held, and 10 votes for every share of Series B held, with a par value \$0.01 per share, a Nevada Corporation (the “Company”) for a total purchase price of **\$150,000 USD** (One Hundred Fifty Thousand Dollars) (plus+ the Escrow Agent’s fee of \$1,000) paid into an Escrow Account at the signing of this Agreement as “good faith” and the balance paid by the Closing Date as hereafter provided (the “Purchase Price”) based upon the terms and conditions as set forth below.

**WHEREAS**, Seller and Buyer have both determined, subject to the terms and conditions set forth in this Agreement, that the transaction contemplated hereby is desirable and to be in their best interests, respectively.

**NOW, THEREFORE**, on the stated premises and for and in consideration of the mutual covenants and agreements hereinafter set forth, and the mutual benefits to the parties to be derived here from, it is hereby agreed as follows:

### ARTICLE I

#### SALE AND PURCHASE OF THE SHARES

**Section 1.1 Sale and Purchase.** Subject to the terms and conditions hereof, at the Closing (as defined in paragraph 1.2 below), Seller agrees to sell, assign, transfer, convey and deliver the Shares to Buyer or Buyer’s assignee, and Buyer agrees to purchase from Seller, the Shares in the amount of **\$150,000 USD** (One Hundred Fifty Thousand Dollars).

**Section 1.2 Payments.** The Buyer pursuant to the execution of this Agreement shall agree to pay the first of three installments into an escrow account managed by law firm, Paesano Akkashian, PC, 7457 Franklin Road, Suite 200, Bloomfield Hills, MI 48301.

The first payment shall commence into escrow on August 30, 2024 in the amount of \$50,000 (Fifty Thousand Dollars), the second payment on September 15, 2024 in the amount of \$50,000 (Fifty Thousand Dollars), and the third and final payment on October 15, 2024 in the amount of \$50,000 (Fifty Thousand Dollars) for a total of **\$150,000 USD** (One Hundred Fifty Thousand Dollars).

**Section 1.3 Closing Date.** The closing (“Closing”) date to take place on or before, October 15, 2024, via Escrow Agreement. The Purchase Price for the Shares shall be paid in full as provided in Section 1.2, by this date into the Escrow Account by the Buyer through wire transfer or other forms of immediately available good funds.

## ARTICLE II

### REPRESENTATION, COVENANTS AND WARRANTIES

2.1 As an inducement to and to obtain the reliance of the Buyer, Seller hereby individually represents and warrants to the Buyer as follows:

**Section 2.1.1 No Conflict, Authority, Issued Shares.** The execution of this Agreement and the consummation of the transaction(s) contemplated by this Agreement will not result in the material breach of any term or provision of, or constitute an event of default under any material debt instrument, which may include an indenture, mortgage, deed of trust or other contract, agreement or instrument to which Seller or the Company is a party or to which the Shares are subject. Seller has the full power, authority and legal right and has taken all action as required by law or otherwise to authorize the execution and delivery of this Agreement. The Company is authorized to issue up to Seven Hundred Million (700,000,000) shares of authorized capital stock.

**Section 2.1.2 Title to the Shares; No Pending Litigation.** Seller owns of record and beneficially, the Shares, free and clear of all claims, liens, encumbrances, pledges, claims, options, charges and assessments of any nature whatsoever, with full right and lawful authority to transfer the Shares to Buyer. No person has any preemptive rights or rights of first refusal with respect to any of the Shares. Other than disclosed by the Seller to the Buyer, there are no outstanding rights, options, warrants, calls, commitments or any other agreements of any character, whether oral or written, with respect to the Shares. To Seller's knowledge, there is no active or pending or threatened complaint, suit, demand or other dispute relating to the Shares or to the Company. The Company validly exists and is in not in good standing under the laws of the State of Nevada, and holds a Nevada State Business ID #NV20061523052.

**Section 2.1.3 Continued Operation of Business in Usual Course.** The Seller agrees to exercise its controlling Shares in the Company to cause the Company to continue to be an inactive shell company through the Closing hereunder with its only activities being the settlement of any existing obligations and to Close the sale of the Shares. The Seller agrees not to allow the Company to incur any additional liabilities, notwithstanding, any outside course of its obligation to report to SEC Edgar, or OTC Markets, if applicable, between the Effective Date and Closing, and agrees not to issue any securities of the Company prior to Closing without written consent of the Buyer.

**Section 2.2** As an inducement and to obtain the reliance of Seller, Buyer individually represents and warrants to the Seller as follows:

**Section 2.2.1 No Conflict, Authority.** The execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in the material breach of any term or provision of, or constitute an event of default under any material debt instrument, which may include an indenture, mortgage, deed of trust or other contract, agreement or instrument to which Buyer is a party. Buyer has the full power, authority and legal right and has taken all action required by law or otherwise to authorize the execution and delivery of this Agreement.

**Section 2.2.2 Restricted Shares.** Buyer acknowledges that the Shares have not been registered under the Securities Act or any state securities laws, and will be transferred to Buyer at Closing in reliance upon an exemption from the registration and prospectus delivery requirements of the Act which relate to private offerings, and will be issued in reliance upon exemptions from the registration and prospectus delivery requirements of state securities laws which relate to private

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offerings, and the Buyer must therefore bear the economic risk of such investment indefinitely unless a subsequent disposition thereof is registered under the Act and applicable state securities laws or is exempt therefrom. Buyer acknowledges that the Shares shall bear restrictive legends. Buyer further represents that the Shares are being purchased for his own account, without the intent to resell to the public absent an exemption to registration or registration of the Shares.

**Section 2.2.3 Buyer's Sophistication.** Buyer (i) acknowledges that the purchase of the Shares involves a high degree of risk in that the Company has limited to no current business operations and may require substantial funds; (ii) an investment in the Company is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Company and the Shares; (iii) has such knowledge and experience in finance, securities, investments, including investment in non-listed and non-registered securities, and other business matters so as to be able to protect his interests in connection with this transaction; (iv) that the sale of the Shares to Buyer is not registered with the U.S. Securities and Exchange Commission or with the securities administrator of any state; (v) that the Shares are being sold pursuant to an exemption from such registration requirements; the sale is a result of a privately negotiated transaction without the use of public dissemination, promotional or sales materials, and (vi) the Shares are "restricted securities", that will bear a restrictive legend prohibiting their further transfer without registration or any exemption therefrom.

**Section 2.3 Due Diligence Materials Provided.** Buyer acknowledges that Seller shall provide Buyer with true and accurate copies of all corporate books and records related to the Company, all financial records, all corporate minutes, contracts and court proceedings of or relating to the Company current shareholder lists, access user names and passwords to access any and all transfer agent accounts, FINRA accounts, bank accounts, Quick Books or other financial accounting software accounts and other password protected accounts of the Company, if applicable. Buyer understands that there may be significant obligations, claims or other obligations against the Company of which the Seller is unaware that would make the Company unsuitable for the business operations therein contemplated by Buyer, and Buyer expressly assumes such risk.

**Section 2.4 Payments made at Closing.** The Seller shall provide receipts to the Buyer of any obligations owed to third parties will be made at Closing.

## ARTICLE III

### EXCHANGE PROCEDURE AND OTHER CONSIDERATION

**Section 3.1 Seller's Delivery.** At Closing, the Seller shall deliver the following to the Buyer, conditioned upon (i) all of the Buyer's representations and warranties as set forth in Section 2 above, shall be true and correct as of the Closing, and (ii) Buyer's performance of his initial installment payment obligation of the Purchase Price as set forth in Section 3.2, below:

3.1.1 The Shares together with a stock power or other instruction required for the transfer of the Shares to Buyer. The Seller shall also execute any other certificates or other documents necessary to transfer the Shares to the Buyer.

3.1.2 An updated list of shareholders as of the Closing.

3.1.3 Written consent from the Company's Board of Directors or shareholders, consistent with the Company's Bylaws and Articles of Incorporation approving this Agreement and the transaction

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contemplated hereunder, and appointing the Buyer's designee(s) to the Board of Directors, effective upon Closing.

3.1.4 Written resignation from all members of the Company's Board of Directors other than the Buyer's designees appointed in Section 3.1.3 effective upon Closing.

3.1.5 A written resignation from all officers of the Company, effective upon Closing.

3.1.6 Any required notifications provided to FINRA, SEC or OTC Markets Group, if applicable or required.

**Section 3.2 Buyer's Delivery.** At Closing, Buyer shall deliver full payment of the Purchase Price to Seller as set forth in Section 1.3, conditioned upon all of the Seller's representations and warranties set forth in Section 2, above, being true and correct as of the Closing, and Seller having made all of Seller's Deliveries set forth in Section 3.1.

## ARTICLE V

### MISCELLANEOUS

**Section 5.1 New 15c211 (FINRA 15c211).** If and when Buyer seeks to begin trading, the Buyer will file a new 15c211 with FINRA (Financial Industry Regulatory Authority) and retain a market maker sponsor. The Seller with the execution of this Agreement shall have agreed to support and assist with all aspects of this application. Any associated fees shall be paid for by the Buyer.

**Section 5.2 Notification to Nevada Secretary of State.** Buyer shall not later than ten days (10 days) following the Closing, take the following actions:

Update the new officers and directors list with the Nevada Secretary of State to update the new address, file an amended annual list of officers and directors and notify its registered agent for the Company, with the officer(s) and director(s) of the Company. Buyer shall be responsible for any and all costs associated with this notification.

**Section 5.3 Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if personally delivered to a party or sent by registered mail, or certified mail, postage prepaid, or by prepaid FedEx addressed to the addresses set forth in this Agreement or such other address as shall be furnished in writing by any party in the manner for giving notice here under, and any such notice of communication shall be deemed to have been given as of the date so delivered, mailed, or telegraphed.

**Section 5.4 Exclusivity.** No exclusivity is granted by the Seller to the Buyer under this Agreement due to the nature of the Escrow Account conditions, specifically, the Buyer has the ability to exit escrow without forfeiting any funds other than paying the full escrow fee amount of \$1,000 (One Thousand Dollars) to Paesano Akkashian PC for escrow services rendered. Accordingly, if the Seller receives another offer from another Buyer, the Seller has the right to enter into a new Agreement at its discretion; however, the Seller would then be responsible for covering the \$1,000 (One Thousand Dollars) to Paesano Akkashian PC for escrow services rendered.

**Section 5.5 Confidentially.** Each party hereto agrees with the other party that unless and until the transaction contemplated by this Agreement has been consummated, they and their representatives will hold in strict confidence all data and information obtained with respect to another party or any subsidiary thereof from any representative, officer, director or employee, or from any books or records from personal inspection, of such other party, and shall not use such data or information or disclose the same to others, except: (i) to the extent such data is a matter

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of public knowledge or is required by law to be published; and (ii) to the extent that such data or information must be used or disclosed in order to consummate the transaction contemplated by this Agreement.

**Section 5.6 Entire Agreement.** This Agreement represents the entire agreement between the parties relating to the subject matter hereof. This Agreement alone fully and completely expresses the agreement of the parties relating to the subject matter hereof. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as set forth herein. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto.

**Section 5.7 Survival; Termination.** The representations, warranties and covenants of the respected parties shall survive the Closing Date and the consummation of the transactions herein contemplated within the applicable statute of limitations.

**Section 5.8 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument.

**Section 5.9 Amendment of Waiver.** Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and may be enforced concurrently herewith, and no waiver by any party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. At any time prior to the Closing Date, this Agreement may be amended by a writing signed by all parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance hereof may be extended by writing signed by the party or parties for whose benefit the provision is intended.

**Section 5.10 Expenses.** Each party herein shall bear all of their respective costs and expenses incurred in connection with the negotiation of this Agreement and in the consummation of the transaction provided for herein and the preparation thereof.

**Section 5.11 Headings; Context.** The headings of the sections and paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of this Agreement.

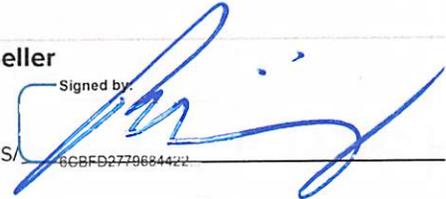
**Section 5.12 Benefit.** This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto, and their permitted assigns hereunder. This Agreement shall not be assigned by any party without the prior written consent of the other party.

**Section 5.13 Severability.** In the event that any particular provision or provisions of this Agreement be determined to be unenforceable, or in violation of any law, governmental order or regulation, such unenforceability or violation shall not affect the remaining provisions of this Agreement, which shall continue in full force and effect and be binding upon the respective parties hereto.

**Section 5.14 Governing Law.** This Agreement shall be construed (both as to validity and performance) and enforced in accordance with and governed by the laws of the State of Nevada applicable to agreements made and to be performed wholly within such jurisdiction and without regard to conflicts of laws. Any dispute arising out of this Agreement shall be resolved in the state or federal courts in Carson City, Nevada, to the exclusion of all other venues. The prevailing party in any such act shall be entitled to an award of costs and its reasonable attorney's fees.

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

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| <p><b>Buyer</b></p> <p>Signed by:</p> <p>/s/  _____</p> <p>6CBFD2779684422...</p> <p>Bill Smith<br/>Firepoint Energy Inc<br/>30 North Gould Street, Suite R,<br/>Sheridan, Wyoming, 82801</p> | <p><b>Seller</b></p> <p>Signed by:</p> <p>/s/  _____</p> <p>6CBFD2779684422...</p> <p>Tech Associates, Inc.<br/>Richard Chiang<br/>111 South Roop Street, Unit 1915, Carson City,<br/>NV 89702</p> |
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### EXHIBIT A - Services Post Sale

The Seller agrees to help, assist and perform the following services on behalf of the Buyer

- (1) Update the owner's record with the Secretary of State, Nevada to show the new owner's name listed.
- (2) Apply for a new application with OTC Markets to update the record on their website.
- (3) Apply for a name change, ticker symbol change, and possible reverse stock split (if desired by the new owner).
- (4) Apply for a new form 211 with a market maker and FINRA.

#### The following conditions apply

- (5) The company must have merged an operating company into the shell upon its application for a new form 211.
- (6) The Buyer agrees to cooperate and provide all information, statement(s) and relevant materials required by the Seller to perform the services under 1-4 above.
- (7) All fees associated in connection to perform the above amendments, changes under 1-4 shall be covered by the Buyer of the shell along with any other items that are required to perform the above services such as state fees, FINRA fees, accounting, or auditor services. The Seller itself will not charge a fee or compensation for its services items under 1-4 as above and its performance is covered under this Agreement.