

SOLAR BUSINESS SALE AND PURCHASE AGREEMENT

BETWEEN:

- (1) **VERDITEK PLC** incorporated and registered in England and Wales with company number 10114644 whose registered office is at Holborn Gate, 330 Holborn, London, England, WC1V 7QT (the **Seller**);
- (2) **VERDITEK SOLAR LTD** incorporated and registered in England and Wales with company number 15525129 whose registered office is at c/o Peachey & Co LLP, 95 Aldwych, London, WC2B 4JF (the **Buyer**); and
- (3) **GAVIN MAYHEW, JOHN CELASCHI** and **TIMOTHY CHILDS** all c/o the Buyer (each a **Noteholder**, together the **Noteholders**).

BACKGROUND:

The Seller has agreed to sell the and the Buyer has agreed to buy the Solar Business as a going concern, subject to the following terms and conditions.

IT IS AGREED:

1. DEFINITIONS

1.1 In this Agreement the following definitions apply, unless the context requires otherwise:

Completion	completion of the sale and purchase of the Solar Business pursuant to this Agreement;
Completion Date	the business day by which all of the Conditions shall have been satisfied or such later date as the parties may agree;
Conditions	(1) the passing of resolutions 1, 2 and 3 at the general meeting of the shareholders of the Seller to be held on 28 February 2024 at the offices of Peachey & Co LLP, 95 Aldwych, London WC2B 4JF, as set out in the notice of such meeting; and (2) the settlement in cash of all amounts agreed to be paid in full and final settlement to the Creditors as set out in the Schedule hereto;
Consideration	the total consideration for the Solar Business to be paid by the Buyer to the Seller in accordance with clause 3;
Creditors	the creditors of the Company (together with the amounts outstanding as at the date hereof and the amounts agreed to be paid to them in full and final settlement) as set out in the Schedule;

Encumbrances	any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;
Intellectual Property Rights:	patents, rights to inventions, copyright and related rights, trade marks, business names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Notes	the Seller's secured convertible loan notes, constituted pursuant to an instrument dated 28 April 2023, originally issued to the Noteholders and transferred to the Buyer on or about the date of this Agreement;
Sale Shares	the entire share capital of VSI, all of which have been issued and are fully paid;
Solar Business	assets of the Seller including: <ul style="list-style-type: none"> (i) the Sale Shares; (ii) the Solar IPRs; (iii) the benefit (subject to obligations) of the Solar Contracts; and (iv) all (if any) of the other assets, property or rights of the Seller relating to or connected with, or belonging to or required or intended for use in, the solar business and which are not otherwise described in this definition (including the whole of the issued share capital of the Seller's dormant subsidiary, Verditek Solar Solutions Limited);
Solar Contracts	<ul style="list-style-type: none"> (i) the Seller's interest in the 5 Net Zero Valley Term Sheet and related memorandum of understanding with SerendipEquity MANCO LLC, subject to counterparty consent; (ii) the Seller's interest in the joint development project with Paragraf Limited, subject to the consent of Paragraf Limited; and (iii) the ICSI Receivable, subject to counterparty consent;
Solar IPRs	all Intellectual Property Rights owned, used or held for use by the Seller in connection with VSI or any other part of the Solar Business;

Transaction shall have the meaning given to it in clause 2;

VSI the Seller's wholly-owned subsidiary, Verditek Solar Italy srl.

1.2 Headings in this Agreement shall not affect the construction of this Agreement.

1.3 References in this Agreement to clauses are references to clauses of this Agreement.

1.4 Any wordings following the terms **including** or **include** or **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding them.

1.5 A reference to one gender shall include a reference to the other genders.

2. AGREEMENT TO SELL AND PURCHASE

The Seller shall sell with full title guarantee and the Buyer shall purchase free from all Encumbrances the Solar Business with effect from Completion (the **Transaction**).

3. CONSIDERATION

3.1 The consideration for the sale of the Solar Business shall be £528,340, to be satisfied by the surrender of the Notes (free from all encumbrances and other third party rights) by the Buyer to the Seller.

3.2 On Completion the Seller shall transfer, with full title guarantee, to the Buyer all its rights, title and interest in and to the inter-company loan account between the Seller and the Company.

4. COMPLETION

4.1 Completion shall take place on the Completion Date.

4.2 At Completion:

4.2.1 the Seller shall deliver or cause to be delivered to the Buyer:

4.2.1.1 a signed resolution of the directors of the Seller approving entry into the Transaction;

4.2.1.2 a notarial deed prepared by Italian counsel in such form as the Buyer may reasonably require for the transfer of the Sale Shares duly executed by the Seller transferring the Sale Shares to the Buyer;

4.2.1.3 the share or other certificate of title for the Sale Shares in the name of the Seller;

4.2.1.4 such conveyances, transfers, assignments and novations together with the requisite notices, licences, documents of title and relevant

consents as may be reasonably necessary to vest in the Buyer title to all of assets which will permit the Buyer to enter into and take possession of the Solar Business; and

4.2.1.5 stock transfer forms relating to the Seller's shareholding in Verditek Solar Solutions Limited duly executed by the Seller transferring the shares to the Buyer,

4.2.2 the Buyer shall deliver or cause to be delivered to the Seller:

4.2.2.1 a signed resolution of the director of the Buyer approving entry into the Transaction;

4.2.2.2 the Notes certificates; and

4.2.2.3 deeds of settlement and waiver duly executed by each of the Creditors; and

4.2.3 the Noteholders shall deliver to the Seller a deed of release duly executed by Timothy Childs in respect of the fixed charge dated 26 May 2023 and created by the Seller.

5. WARRANTY AND WAIVER

5.1 The Noteholders and the Buyer warrant that the Buyer is the legal and beneficial owner of the Notes with full title guarantee free from all encumbrances or other third party rights.

5.2 On Completion, each Noteholder and the Buyer confirms and agrees that it irrevocably waives, releases and relinquishes all rights they may have under the Notes and the Instrument (or otherwise against the Seller) and the Seller's obligations under the Notes and the Instrument (and any other obligations the Seller may have to the Noteholders or the Buyer) shall have been satisfied in full and the Notes and the Instrument shall be of no further force or effect.

6. THE SOLAR CONTRACTS

6.1 This Agreement shall constitute an assignment to the Buyer of the benefit of all of the Solar Contracts which are capable of assignment without the consent of any third party, in each case, with effect from Completion.

6.2 Insofar as any of the Solar Contracts cannot be assigned to the Buyer without the consent of a third party:

6.2.1 the Seller shall use all reasonable endeavours with the co-operation of the Buyer to obtain such consent;

6.2.2 unless and until any such Solar Contract is assigned, the Seller shall continue its corporate existence and shall hold such Solar Contract and any monies, goods

or other benefits received thereunder as trustee for the Buyer and its successors in title absolutely;

6.2.3 the Buyer shall perform all of the Seller's obligations under such Solar Contract to the extent it is lawfully able to do so; and

6.2.4 unless and until any such Solar Contract is assigned or novated, the Seller shall (so far as it lawfully may and at the Buyer's cost) give all such assistance as the Buyer may reasonably require to enable the Buyer to enforce its rights under such Contract and (without limitation) shall provide access to all relevant books, documents and other information in relation to such Solar Contract as the Buyer may require from time to time.

6.3 The Buyer undertakes to the Seller with effect from Completion to assume the obligations and liabilities of the Seller under the Solar Contracts, and the Buyer and the Noteholders shall indemnify the Seller against all losses suffered or incurred by the Seller in respect of the non-performance or defective or negligent performance of the Solar Contracts.

6.4 The Seller appoints the Buyer (acting by any of its directors from time to time) as its attorney (**Attorney**) and in the Seller's name or otherwise and on its behalf to consider, settle, approve, sign, execute, deliver and issue all agreements, documents, certificates and instruments (all whether as a deed or otherwise) which the Attorney in its absolute discretion considers desirable in connection with the transfer of the Solar Contracts, and shall hold the Seller harmless for any loss or damage incurred in connection with the transfer of the Solar Contracts.

7. FURTHER ASSURANCE

The Seller shall, at the reasonable request and expense of the Buyer, execute any further document and perform any further act which may be reasonably required by the Buyer for the purpose of giving full effect to this Agreement.

8. ENTIRE AGREEMENT

8.1 This Agreement and the documents to be entered into pursuant to this Agreement (**Ancillary Documents**) constitute the entire agreement between the parties in relation to the subject matter covered and supersede any previous agreement between the parties in relation to such matters which shall cease to have any further effect. It is agreed that:

8.1.1 no party has entered into this Agreement in reliance upon any statement, representation, warranty or undertaking which is not set out in this Agreement or the Ancillary Documents;

8.1.2 in the absence of fraud, no party will have any remedy in respect of any untrue statement made to it or its representatives or agents prior to this Agreement being entered into and upon which it or they relied other than representations, warranties or undertakings set out in this Agreement or the Ancillary Documents; and

8.1.3 this clause shall not exclude any liability for fraudulent misrepresentation.

9. GENERAL

9.1 The provisions of this Agreement insofar as the same shall not have been performed at Completion shall remain in full force and effect notwithstanding Completion.

9.2 No amendment or variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of all parties.

9.3 This Agreement may be executed in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

9.4 This Agreement shall be binding upon and enure for the benefit of the parties and their respective personal representatives (or similar or equivalent in any relevant jurisdiction), successors in title and permitted assigns and references to the parties will be construed accordingly. No party shall be entitled to assign any of its rights, obligations and/or liabilities hereunder without the prior written consent of all of the other parties.

9.5 Each party to this Agreement shall pay its own costs, charges and expenses incurred in the preparation, completion and implementation of this Agreement (and the documents referred to herein).

9.6 This Agreement and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and the parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this deed or its subject matter.

THIS AGREEMENT has been executed and delivered as a deed by the parties on
27 February 2024.

SCHEDULE

Creditors

Supplier	February 2024 (Gross GBP)	February 2024 (Gross EUR)
Avv. Alessio Pizzi*	899	1,040
Stefano Manicardi*	2,744	3,172
Davide Zanatta*	8,651	10,000
Robert Richards*	15,000	17,340
Customer refund MV Wavewalker	12,976	15,000
Isolabella (Zuccotti solar PV cells theft – conviction appeal)	12,680	14,658
Gussetti Lawyers legal fees after discount	27,414	31,760
Ve.Mo Car settlement (offered by counterparty)	15,571	18,000
Legal costs to draw up final settlement with Ve.Mo Car	2,595	3,000
Gusetti close case & handover	4,325	5,000
Contingency Progetto Ambiente case if VSI equipment legal title does not have appeal dismissed.	8,651	10,000
Factored Risk of losing Progetto Ambiente €300,000 claim – factored at 10%.	25,952	30,000
Factored Risk of counterparty legal costs €20,000 for loss of Progetto Ambiente dispute – factored at 10%	1,730	2,000
Legal Costs Progetto Ambiente equipment claim – residual Legal fees to contest	6,920	8,000
Contingency to contest/respond to existing cases.	3,893	4,500
	150,000	173,470

** To be paid on completion directly*

Director	19 February 2024 (Gross GBP)	Haircut	19 February 2024 (Net GBP)
Robert Richards - December to February - Sales executive	30,000	(12,443)	17,557
Robert Richards - 3 months notice - Sales executive	30,000	(30,000)	0
Robert Richards - February - CEO salary	2,500	(2,500)	0
Robert Richards - 3 months notice - CEO salary	7,500	(7,500)	0
ER NI on January to May	962	(962)	0
Payable in respect of Rob Richards	70,962	(53,405)	17,557
David Willetts to February 2024	62,501	(62,501)	0
ER NI David Willetts to February 2024	7,055	(7,055)	0
Payable in respect of Lord Willetts	69,556	(69,556)	0
George Katzaros to February 2024	31,249	(31,249)	0
ER NI George Katzaros to February 2024	2,743	(2,743)	0
Payable in respect of George Katzaros	33,992	(33,992)	0
	174,510	(156,953)	17,557

Supplier	February 2024 (Gross GBP)	VAT recoverable	February 2024 (Net GBP)
Soda IT - February 2024	272	(45)	227
2024	3,580	(597)	2,983
CFPro - Finance & CoSec - completion	6,000	(1,000)	5,000
WHI/ LSE - completion	5,044	(841)	4,203
Peachey & Co LLP - February 2024	30,000	(5,000)	25,000
	<u>44,896</u>	<u>(7,483)</u>	<u>37,413</u>

Creditor	February 2024 (Gross GBP)	Haircut	Credit invoices relating to post-Feb
CFPro Ltd	31,738	(15,869)	
WH Ireland	24,500	(7,500)	(7,500)
Brighter IR	1,890		
London Stock Exchange	15,000		(10,650)
Neville Registrars	282		
Peachey & Co LLP	32,662	(16,331)	
Studio Mazza & Associati	2,604		
	<u>108,676</u>	<u>(39,700)</u>	<u>(18,150)</u>

<i>VAT recoverable - per BS</i>	<i>11,247</i>
<i>Remove VAT for haircuts and credits</i>	<i>(9,642)</i>
<i>Revised VAT recoverable</i>	<u><i>1,606</i></u>

*Difference due to smaller invoices already
(129) paid, not included above*

Check

WHI

	Gross invoice	Part payment	Reduction for March
Qtrly fees	22,500		(7,500)
Related party opinion	12,000	(10,000)	
	<u>34,500</u>	<u>(10,000)</u>	<u>(7,500)</u>

February 2024 (Gross GBP) after adjustments	VAT repayable on Haircut - previous VAT return	VAT recoverable for Q1 invoices	February 2024 (Net GBP)
15,869	2,363	(282)	17,949
9,500		(3,250)	6,250
1,890		(315)	1,575
4,350		(725)	3,625
282		(47)	235
16,331.10	1,622	(1,100)	16,853
2,604			2,604
50,826	3,984	(5,719)	49,091

Haircut	Balance due
(7,500)	7,500
	2,000
(7,500)	9,500

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Allocation of funds from Verditek plc share raise February 2024

<i>Payments to be funded at 29 Feb 2024:</i>	GBP Equivalent
PLC Due liabilities - excl. Directors (incl. VAT)	50,826
PLC Unbilled liabilities (incl. VAT)	44,896
PLC Directors fees	17,557
Verditek Solar Italy liabilities	150,000
Total liabilities to be funded	263,279

<i>Being funded by:</i>	GBP Equivalent
Cash currently in Verditek PLC	4,061
VAT Claim (April 2024)	9,218
Receipts from share raise	250,000
Total cash allocated	263,279

Notes:

- *Figures above are post haircuts*
- *Figures above include assumed invoice credits for London Stock Exchange and WHI, for element of invoice which relates to post- Feb 2024*
- *No audit assumed - this will be covered by BH*
- *VAT return due to be filed in April 2024*

Signed and delivered as a deed by
VERDITEK PLC acting by a director,
in the presence of:

.....

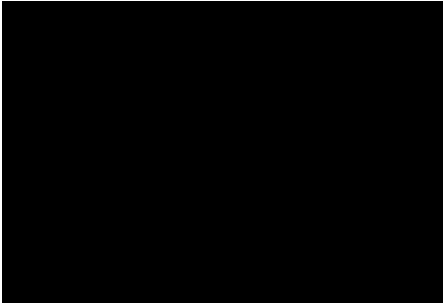
Director

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:



Signed and delivered as a deed by
VERDITEK SOLAR LTD acting by
a director,
in the presence of:

.....

Director

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

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.....
.....

Signed and delivered as a deed by
GAVIN MAYHEW in the presence of:

.....

Gavin Mayhew

Signature of Witness:

Name of Witness:

Address of Witness:

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.....

Signed and delivered as a deed by
VERDITEK PLC acting by a director,
in the presence of:

.....
Director

Signature of Witness:

.....

Name of Witness:

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Address of Witness:

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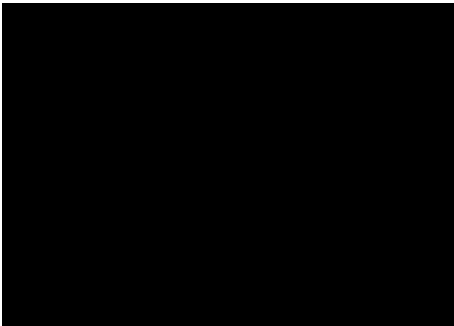
Occupation of Witness:

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Signed and delivered as a deed by
VERDITEK SOLAR LTD acting by
a director,
in the presence of:

.....
Director

Signature of Witness:



Name of Witness:

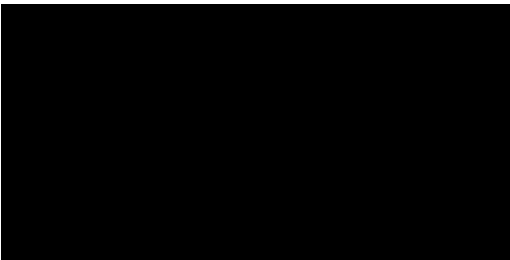
Address of Witness:

Occupation of Witness:

Signed and delivered as a deed by
GAVIN MAYHEW in the presence of:

.....
Gavin Mayhew

Signature of Witness:



Name of Witness:

Address of Witness:

Occupation of Witness:

Signed and delivered as a deed by
JOHN CELASCHI in the presence of:



John Celaschi

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:



Signed and delivered as a deed by
TIMOTHY CHILDS in the presence
of:

.....

Timothy Childs

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

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Occupation of Witness:

Signed and delivered as a deed by
JOHN CELASCHI in the presence of:

John Celaschi

Signature of Witness:

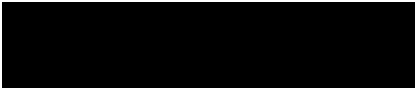
Name of Witness:

Address of Witness:

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Occupation of Witness:

Signed and delivered as a deed by
TIMOTHY CHILDS in the presence
of:

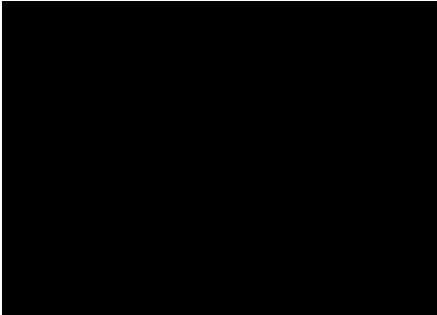


Timothy Childs

Signature of Witness:

Name of Witness:

Address of Witness:



Occupation of Witness: