

PLAN OF REORGANIZATION

This Plan of Reorganization is made and entered into as of this ____ day of _____, 2019, by and between { Company being acquired} , hereinafter referred to as “{Acquired Company},” and INFINITE NETWORKS CORP., a Wyoming Corporation, hereinafter referred to as “Infinite Networks Corporation.”

RECITALS

WHEREAS:

- A. Infinite Networks Corporation is a publicly held Wyoming corporation in good standing in said state with unlimited shares of \$.001 par value authorized and 200,617,482 shares outstanding. Infinite currently trades on the pink sheets under the symbol of “INNXX.”
- B. {Acquired Company} is a {Type of Entity} Company in good standing in said state, registered under document number: {Registration /File Numbers}.
- C. Infinite is desirous of acquiring a 100% interest in {Acquired Company}, which holds the {Types of License, Agreements, etc...} agreement to market, sell, and sub-license products using certain {list of items etc.. patent technology, tools and equipment} as described in Exhibit A attached hereto. A copy of said License Agreement between {Acquired Company}, the owner of the {Owners of Patents}, is attached hereto as Exhibit B.
- D. Infinite will form a wholly owned subsidiary (hereinafter called “Subsidiary”) and will cause that subsidiary to merge with {Acquired Company} in a reverse triangular merger under the terms of which {Newco Entity} is the surviving entity.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL PROMISES AND COVENANTS SET FORTH HEREINAFTER, THE PARTIES AGREE AS FOLLOWS:

1. **Plan and Reorganization:** The parties hereby adopt a Plan of Reorganization whereby Infinite shall issue {number of Shares - GBS} shares of common stock to the owners of {Acquired Company}, pursuant to the terms and conditions of a merger agreement between {Acquired Company} and Newco. Said shares shall be issued upon recording of the merger which shall occur upon final confirmation and completion of all additional agreements, including funding commitments, as required to develop the Business of {Acquired Company} through the NewCo.
2. **Representation by {Acquired Company}:** {Acquired Company} hereby represents that the financial information provided to Infinite and other business-related documents exhibited to Infinite in due diligence meetings to be held to supply all requested historical information are true, correct and accurately prepared to the best of the knowledge of CEO and CFO, who is the Controlling Member of {Acquired Company}.
3. **Representation by Infinite Networks Corporation :** Infinite represents that it is a publicly traded company in the pink sheet market, that it is currently undergoing an audit to allow the company to be qualified to be traded in the Bulletin Board Market, that it will file the necessary registration documents with the SEC to so qualify and that all of the

Infinite Initials: _____

Acquired Entity Initials: _____

PLAN OF REORGANIZATION

financial and business related information to be exhibited to {Acquired Company} in due diligence meetings is true and correct to the best of the knowledge of its officers and directors.

4. **Business Purpose:** The parties acknowledge that the purpose of the reorganization is to expand the business into worldwide licensing, development and sales of the products covered by the patented technology described in Exhibit A or License agreements Exhibit B.
5. **Exempt Transaction:** All parties acknowledge and agree that any transfer of securities pursuant to this Agreement will constitute an exempt, isolated transaction and that the securities received in such transfer or exchange shall not be registered under federal or state securities laws.
6. **Transfer of Securities:** All parties agree that the {number of Shares} shares of common stock of Infinite received by the {Acquired Company} shall be distributed to them pursuant to their ownership interest in {Acquired Company} and for raising additional capital. The parties acknowledge that the member having controlling interest in {Acquired Company}, has approved the terms and conditions of this Plan of Reorganization and that he will recommend to the other members that they agree to accept such shares and to waive their dissenter's rights under the provisions of {state statutes}.
7. **Infinite Unregistered Securities:** {Acquired Company} is aware and acknowledges that the shares of Infinite to be transferred to its members will be unregistered and restricted securities and may not be transferred by the holders thereof unless subsequently registered or an exemption from registration is available. When certificates are issued by Infinite, said certificates will bear a legend to the effect that the shares have not been registered and cannot be transferred unless subsequently registered or an exemption from registration is available.
8. {Acquired Company}, **Unregistered Securities:** Infinite is aware and acknowledges that the membership interests of {Acquired Company} to be transferred to Infinite will be unregistered and restricted securities and may not be transferred by the holders thereof unless subsequently registered or an exemption from registration is available. The membership interests issued to Infinite will bear a legend to the effect that the membership interests have not been registered and cannot be transferred unless subsequently registered or an exemption from registration is available.
9. **Registration of Infinite Securities:** {Acquired Company} is aware and acknowledges that the shares of Infinite to be transferred to {Acquired Company} members will not be freely tradeable securities and unless they subsequently become registered, and that they may not be transferred by the holders thereof except under Rule 144, or another exemption from registration.
10. **Offering of Infinite Securities:** Infinite and {Acquired Company} are both aware and acknowledge that at the discretion of the Board of Directors of Infinite, shares of Infinite may be authorized as part of private or public offerings of Infinite in the future to raise additional funds as required to support the business of Infinite, {Acquired Company}, and

Infinite Initials: _____

Acquired Entity Initials: _____

PLAN OF REORGANIZATION

other business entities of Infinite.

11. **Advisory Agreement:** Current Management Team as shown in Exhibit C, the {acquired company-inventors} of said patented technology, agrees to remain as an advisory person to Infinite for a minimum of five years from the date of this Plan of Reorganization.
12. **Indemnity:** The parties herein mutually agreed to indemnify each other and hold each other harmless from: (i) loss or damage; (ii) against any liability; and (iii) to perform acts that will prevent financial injury or harm to the other resulting from any action that arose prior to this agreement that was not disclosed. The parties herein mutually agreed to indemnify, protect, defend and hold each other or their sub-agents harmless from and against any and all losses, costs, expenses, damages, claims, obligations, liabilities, actions, suits, legal fees and expenses without limitation, of any kind whatsoever which may be imposed upon, incurred by, or asserted against the other, including but not limited to third parties, sub-agents, or transactions contemplated hereby. The foregoing obligation of indemnities shall extend and survive the expiration, termination, completion, transfer, renewal, or refusal to renew this agreement.
13. **Default:** In the event that either party defaults in performing any of its duties or obligations under this agreement and the associated merger agreements, the party responsible for such default shall pay all costs incurred by the other party in enforcing its rights under this agreement or in obtaining damages for such default, including court costs and reasonable attorney's fees, whether incurred through legal action or otherwise, and whether incurred before or after judgment.
14. **Notices:** Any notices or correspondence required or permitted to be given under this agreement may be given personally to any individual party or to an officer or registered agent of the corporate party or may be given by depositing such notice or correspondence in the U.S. Mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties at the following address:

If for: Infinite Networks Corporation
 1112 Links Drive Suite 10
 Jonesboro, AR 72404

If for: {Acquired Company}

Any notice given by mail shall be deemed to be delivered three business days after the date such notice is deposited in the U.S. Mail or email. Any party may change its address by giving written notice to the other party provided above.

15. **Binding:** This agreement shall be binding upon the parties hereto and upon their respective agents, heirs' representatives, administrators, assigns and/or successors in title.
16. **Governing Law:** This agreement shall be governed by and construed under the laws of the state of Wyoming.

Infinite Initials: _____

Acquired Entity Initials: _____

PLAN OF REORGANIZATION

- 17. **Additional Agreements and Documents**: The parties agree to execute additional agreements as required to fully execute the intent of this agreement.
- 18. **Authority**: The officers executing this agreement on behalf of the corporate parties represent that they have been authorized to execute this agreement pursuant to resolution of their respective business entities.
- 19. **Counterparts**: This agreement may be signed in counterparts.
- 20. **Final Closing**: Final closing of the merger shall become effective after all of the required due diligence and proper audits are completed for submission to the SEC. During the interim period, the parties agree to coordinate to movement of stock to escrow for distribution and to arrange interim financing for continued operations. Final closing shall take place only after both parties have agreed to all terms of the final merger documents and controls, and provided that funds and plans are in place for post-merger operations.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

WITNESS:

INFINITE NETWORKS CORPORATION

By: _____

Print Name: Denton Guthrie

John W. Bush, Chairman and CEO

{ Acquired Company }

By: _____

Print Name: _____

CEO

PLAN OF REORGANIZATION

EXHIBIT A

Patent(s)

EXHIBIT B

License Agreement

EXHIBIT C

Officers, Inventors, Business Plans, Financials, Contracts, Tax Filings, Corporation Filings and other key information.