

Adams Extract 1—After

SECURITIES EXCHANGE AGREEMENT

This securities exchange agreement is dated January 12, 2007, and is between VIRGO CORPORATION, a Nevada corporation (“Virgo”), ASTRO ENERGY LIMITED, a Delaware corporation (“Astro”), and GALACTRIX, INC., a California corporation (“Galactrix”).

Astro owns 1,000 shares of Galactrix common stock, par value \$0.001 per share (those shares, the “Galactrix Shares”). The Galactrix Shares constitute all the outstanding shares of Galactrix stock. Virgo desires to acquire from Astro, and Astro desires to transfer to Virgo, the Galactrix Shares in exchange for 30,000,000 shares of Virgo common stock, par value \$0.001 per share (those shares, the “Virgo Shares”). As a result of that exchange, Galactrix would become a wholly owned subsidiary of Virgo.

The parties therefore agree as follows:

Article 1
EXCHANGE OF SHARES

1.1 Exchange. Subject to the terms of this agreement, at the Closing Virgo shall issue to Astro the Virgo Shares in exchange for the Galactrix Shares and Astro shall issue to Virgo the Galactrix Shares in exchange for the Virgo Shares.

Adams Extract 2—After

6.2 Indemnification of Virgo. (a) Astro and Galatrix, jointly and severally, shall indemnify Virgo against Indemnifiable Losses arising out of any inaccuracy in any Astro representation in this agreement or any breach by Astro of any of its obligations under this agreement.

(b) Galatrix shall indemnify Virgo against Indemnifiable Losses arising out of any inaccuracy in any Galatrix representation in this agreement or any breach by Galatrix of any of its obligations under this agreement.

6.3 Basket. An Indemnitee is not entitled to be indemnified under this agreement until its Indemnifiable Losses exceed \$25,000 in the aggregate, after which the Indemnitor shall indemnify that Indemnitee for all its Indemnifiable Losses, including the first \$25,000.

6.4 Time Limitations. [Intentionally omitted]

6.5 Exclusivity. [Intentionally omitted]

6.6 Direct Claims. [Intentionally omitted]

6.7 Claims Relating to Indemnitee Proceedings. (a) It is a condition to any obligation of an Indemnitor to indemnify an Indemnitee with respect to any Proceeding against that Indemnitee that the Indemnitee notify the Indemnitor of that Proceeding and deliver to the Indemnitor a copy of all legal pleadings with respect to that Proceeding. For purposes of this agreement, “Indemnitee Proceeding” means any Proceeding with respect to which an Indemnitee has satisfied the condition stated in this section 6.7(a).

(b) If the Indemnitee delays in notifying the Indemnitor of any Indemnitee Proceeding or delivering to the Indemnitor a copy of all legal pleadings with respect to that Proceeding, the Indemnitor will be relieved of any indemnification obligations it might otherwise have with respect to that Proceeding to the extent that the Indemnitor’s defense of that Proceeding is prejudiced by that delay.

(c) If an Indemnitor wishes to defend any Indemnitee Proceeding, it must do so by notifying the Indemnitee. Assuming defense of any Indemnitee Proceeding does not constitute acknowledgement by the Indemnitor that it is obligated to indemnify the Indemnitee for Indemnifiable Losses arising out of that Proceeding. Promptly after so notifying the Indemnitee, the Indemnitor shall retain to represent it in that Proceeding independent legal counsel that is reasonably acceptable to the Indemnitee.

(d) An Indemnitee is entitled to participate in the defense of any Indemnitee Proceeding that in accordance with section 6.7(c) the Indemnitor assumes defense of. An Indemnitee is entitled to defend any Indemnitee Proceeding with legal counsel of its own choosing and without the Indemnitor participating if (1) the Indemnitor notifies the Indemnitee that it does not wish to defend that Proceeding, (2) by midnight at the end of the tenth day after the Indemnitee notifies the Indemnitor of that Proceeding the Indemnitor has failed to assume defense of that Proceeding, or (3) representation of the Indemnitor and the Indemnitee in that

Adams Extract 2—After

Proceeding by the same legal counsel would, in the opinion of that legal counsel, constitute a conflict of interest.

(e) The Indemnitor shall pay any Litigation Expenses that the Indemnitee incurs before the Indemnitor assumes defense of any Proceeding in accordance with section 6.7(c). The Indemnitor will not be liable for any Litigation Expenses the Indemnitee incurs thereafter in connection with defense of that Proceeding, other than Litigation Expenses that the Indemnitee incurs in employing legal counsel in accordance with section 6.7(d).

(f) After the Indemnitor assumes defense of an Indemnitee Proceeding in accordance with section 6.7(c), the Indemnitor shall not settle or compromise that Proceeding without the consent of the Indemnitee, which consent the Indemnitee may not unreasonably withhold.