

**Adams Extract 1—Before**

SECURITIES EXCHANGE AGREEMENT AND PLAN OF EXCHANGE

THIS SECURITIES EXCHANGE AGREEMENT AND PLAN OF EXCHANGE (this “Agreement”) is entered into as of January 12, 2007, by and between Virgo Corporation (“Virgo”), a Nevada corporation, Astro Energy Limited (“Astro”), a Delaware corporation, and Galatrix, Inc. (“Galatrix”) a California corporation.

WITNESSETH:

WHEREAS, Astro owns common stock of Galatrix, which stock constitutes 100% of the outstanding ownership or right to ownership of Galatrix (the “Galatrix Shares”), there being no outstanding preferred shares, warrants, or options to purchase shares of Galatrix; and

WHEREAS, Virgo desires to acquire from Astro, and Astro desires to convey to Virgo, all of the Galatrix Shares in exchange for an aggregate of 30,000,000 shares of common stock of Virgo (the “Virgo Shares”), par value \$0.001, whereby Galatrix will become a wholly-owned subsidiary of Virgo.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I  
DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. Unless otherwise specifically defined in this Agreement or the context otherwise requires, capitalized terms used in this Agreement will have the following meanings:

1.1.1 “Affiliate” or “Affiliated” means, in relation to any party, any company or other commercial entity or person which directly or indirectly controls, is controlled by or is under common control with such party or any of such party’s directors, managers, supervisors or management personnel.

*[Rest of Article I deleted]*

ARTICLE II  
EXCHANGE OF SHARES

2.1 Exchange. Upon and subject to the terms of this Agreement, Virgo hereby agrees to issue, exchange and deliver the Virgo Shares, which consist of thirty million (30,000,000) shares of common stock, to Astro, on the Closing Date, and Astro hereby agree to exchange, assign, transfer and set over the Galatrix Shares, which consist of one thousand (1,000) common shares, to Virgo on the Closing Date. The Virgo Shares will be issued by Virgo pursuant to the securities transaction exemptions afforded by Section 4(2) of the Securities Act. The shares will be restricted securities each bearing a restrictive legend.

**Adams Extract 2—Before**

- 6.2 Indemnity of Virgo. Astro and Galactrix, jointly and severally, agree to defend, indemnify and hold harmless Virgo from and against, and to reimburse Virgo with respect to, all liabilities, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements ("Virgo Losses"), asserted against or incurred by Virgo by reason of, arising out of, or in connection with any material breach of any representation or warranty contained in this Agreement and made by Astro and Galactrix or in any document or certificate delivered by Astro and Galactrix pursuant to the provisions of this Agreement or in connection with the transactions contemplated thereby; provided, however, that Astro will only be required to defend, indemnify and hold harmless Virgo for the representations and warranties made by Astro. Notwithstanding the foregoing provisions of this Section 6.2, no claim for indemnification will be made by Virgo against Astro and Galactrix unless and until the aggregate Virgo Losses will exceed \$25,000.
- 6.3 Indemnification Procedure. A party (an "Indemnified Party") seeking indemnification will give prompt notice to the other party (the "Indemnifying Party") of any claim for indemnification arising under this Article VI. The Indemnifying Party will have the right to assume and to control the defense of any such claim with counsel reasonably acceptable to such Indemnified Party, at the Indemnifying Party's own cost and expense, including the cost and expense of reasonable attorneys' fees and disbursements in connection with such defense, in which event the Indemnifying Party will not be obligated to pay the fees and disbursements of separate counsel for such in such action. In the event, however, that such Indemnified Party's legal counsel will determine that defenses may be available to such Indemnified Party that are different from or in addition to those available to the Indemnifying Party, in that there could reasonably be expected to be a conflict of interest if such Indemnifying Party and the Indemnified Party have common counsel in any such proceeding, or if the Indemnified Party has not assumed the defense of the action or proceedings, then such Indemnifying Party may employ separate counsel to represent or defend such Indemnified Party, and the Indemnifying Party will pay the reasonable fees and disbursements of counsel for such Indemnified Party. No settlement of any such claim or payment in connection with any such settlement will be made without the prior written consent of the Indemnifying Party which consent will not be unreasonably withheld.