

AWAYSIS CAPITAL, INC.

FORM 10-K (Annual Report)

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

For the fiscal year ended June 30, 2023

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934.

For the transition period from ____ to ____

Commission file number: 000-21477



AWAYSIS CAPITAL, INC.

(Exact name of registrant as specified in its charter)

Delaware

*(State or Other Jurisdiction
of Incorporation or Organization)*

27-0514566

*(I.R.S. Employer
Identification No.)*

3400 Lakeside Drive, Suite 100, Miramar, Florida 33027

(Address including zip code of registrant's Principal Executive Offices)

(855) 795-3311

(Registrant's Telephone Number, Including Area Code)

Securities registered under Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

Securities registered under Section 12(g) of the Act: Common Stock, par value \$0.01

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data file required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter: approximately \$174,331

As of October 10, 2023 there were 252,227,053 shares of common stock, par value \$0.01 per share, outstanding.

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NOTE REGARDING REFERENCES TO OUR COMPANY

Throughout this Form 10-K, the words “we,” “us,” “our,” the “Company” and “Awaysis” refer to Awaysis Capital, Inc., a Delaware corporation, and, unless the context otherwise requires, our directly and indirectly wholly owned subsidiaries.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements. Forward-looking statements convey management’s expectations as to the future of Awaysis, and are based on management’s beliefs, expectations, assumptions and such plans, estimates, projections and other information available to management at the time Awaysis makes such statements. Forward-looking statements include all statements that are not historical facts and may be identified by terminology such as the words “outlook,” “believe,” “expect,” “potential,” “goal,” “continues,” “may,” “will,” “should,” “could,” “would”, “seeks,” “approximately,” “projects,” “predicts,” “intends,” “plans,” “estimates,” “anticipates” “future,” “guidance,” “target,” or the negative version of these words or other comparable words, although not all forward-looking statements may contain such words. The forward-looking statements contained in this Annual Report on Form 10-K may include statements related to Awaysis’ revenues, earnings, taxes, cash flow and related financial and operating measures, and expectations with respect to future operating, financial and business performance, and other anticipated future events and expectations that are not historical facts.

Awaysis cautions you that our forward-looking statements involve known and unknown risks, uncertainties and other factors, including those that are beyond Awaysis’ control, which may cause the actual results, performance or achievements to be materially different from the future results. Factors that could cause Awaysis’ actual results to differ materially from those contemplated by its forward-looking statements include: risks that there may be significant costs and expenses associated with liabilities related to the development of its business that were either unknown or are greater than those anticipated at the time of the acquisition of its assets; risks that Awaysis may not be successful in integrating new properties into all aspects of our business and operations or that the integration will take longer than anticipated; the operational risks as a result of acquiring undeveloped or underdeveloped assets and real estate and integration of those assets into our business; risks related to disruption of management’s attention from Awaysis’ ongoing business operations due to its efforts to identify, acquire, develop and manage new resort properties into Awaysis; any adverse effect of an acquired asset on Awaysis’ reputation, relationships, operating results and business generally; any lingering impact of the COVID-19 pandemic on Awaysis’ business, operating results, and financial condition or on global economic conditions; Awaysis’ ability to meet its liquidity needs; risks related to Awaysis’ indebtedness, especially in light of the significant amount of indebtedness we expect to incur to complete various identified real estate properties for our resort portfolio; inherent business risks, market trends and competition within the resort and hospitality industries; compliance with and changes to United States, Belize and global laws and regulations, including those related to anti-corruption and privacy; risks related to Awaysis’ planned acquisitions, joint ventures, and other partnerships; Awaysis’ dependence on third-party development activities; the performance of Awaysis’ information technology systems and our ability to maintain data security; regulatory proceedings or litigation; adequacy of our workforce to meet Awaysis’ business and operation needs; Awaysis’ ability to attract and retain key executives and employees with skills and capacity to meet our needs; and natural disasters or adverse geo-political conditions. Any one or more of the foregoing factors could adversely impact Awaysis’ operations, revenue, operating profits and margins, financial condition or credit rating.

For additional information regarding factors that could cause Awaysis’ actual results to differ materially from those expressed or implied in the forward-looking statements in this Annual Report on Form 10-K, please see the risk factors discussed in “Part I—Item 1A. Risk Factors” of this Annual Report on Form 10-K and those described from time to time in other periodic reports that we file with the SEC. There may be other risks and uncertainties that we are unable to predict at this time or we currently do not expect to have a material adverse effect on our business. Except for Awaysis’ ongoing obligations to disclose material information under the federal securities laws, we undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments, changes in management’s expectations, or otherwise.

PART I

Item 1. Business.

The Company

Awaysis Capital, Inc. (the “Company”, “we”, “us” or “our”) is a real estate investment and management company focused on acquisition, construction, selling and managing rentals of residential vacation home communities in desirable travel destinations. We seek to create value through the targeting and acquisition, development, and up-cycling, rebranding, and repositioning of currently undervalued operating and shovel ready residential/resort communities in global travel destinations, with the intention to relaunch these assets under the “Awaysis” brand with the goals of creating a network of residential and resort enclave communities that will optimize both sales and rental revenues, providing attractive returns to owners and exceptional vacation experiences to travelers. At least initially, our target acquisitions are resorts that have not been completed nor have a prior operational history. As such we intend to purchase the real estate and finish the development, then we would sell the finished units and put them in a rental pool.

The Company seeks to own and grow a stable, cash generating, diversified portfolio of single-family and luxury resort/residence properties in the Caribbean, Europe, South America, and the United States.

Our business strategy entails targeting and identifying undervalued assets in emerging markets located in proximity to high demand travel destinations. The Company intends to focus these efforts on shovel-ready properties and/or other assets that we believe can be used to optimize sales and rental revenues. We have currently identified five properties in Belize, all of which are expected to constitute our initial real estate portfolio. To that effect, on June 30, 2022, we closed on the acquisition of certain real estate assets in San Pedro, Belize (the “Casamora Awaysis Assets”), pursuant to our previously announced series of Agreements of Purchase and Sale, all dated April 15, 2022. The total consideration paid by us for the properties subject to the agreements was at the appraisal value of \$11.4 million (excluding transaction costs and fees) and was settled in a combination of a Purchase Money Mortgage of \$2.6 million at 0% interest rate, payable on demand, a Purchase Money Mortgage of \$280,000 at 0% interest rate that was paid on August 8, 2022 and 56.8 million shares of the Company’s common stock based on a per share price equal to the market price on the date of appraisal of \$0.150. As the first acquisition by the Company in Belize and an important milestone, the Company expects to rebrand the Casamora Awaysis Asset, so it is easily identifiable as an Awaysis Property and fit perfectly with its strategy of creating a countrywide network of Awaysis residential enclave communities in the country.

The Casamora Alwaysis Assets are as follows:

- A rectangular shaped parcel with 100.0 feet of street frontage containing a 9,100 sq. ft. two story reinforced concrete building, with 2,173 sq. ft. of basement, a 1,600 sq. ft. porch/deck and a 3,062 sq. ft. terrace. The plan for this building is to have: (a) on the ground floor, a state-of-the-art fitness facility and wellness spa; (b) on the second floor, an executive conference center, a yoga/pilates studio with individual massage rooms associated with a planned wellness spa, and access to the porch/deck; and (c) on the third floor, a members-only roof-top patio and lounge.
- A rectangular shaped parcel with 100.0 ft. of frontage on the beach reserve and the Caribbean Sea having a total square footage of 13,590 sq. ft. The lot is elevated, sandy, has a reinforced concrete sea wall and currently contains two 2-story concrete buildings. The northernmost building has four remodeled 1-bedroom, 1-bath units, each with a living room, kitchen, and covered porches. The southernmost building has two 1-bedroom, 1 bath remodeled units, each with a living room and kitchen on the ground floor and one 3-bedroom, 2-bath gutted unit on the second floor, each with their own covered porches. The plan is to eventually renovate all the units into more modern, luxury boutique waterfront villas.
- A 1,380 sq. ft. ground floor unit including a covered balcony/porch, the plan of which is to renovate into a 2-bedroom, 2-bath high-end condominium unit with a living room, dining area and kitchen. The unit has an unobstructed view of the ocean and overlooks the pool and main ground garden landscape.
- A 1,455 sq. ft. ground floor unit including a covered balcony/porch, the plan of which is to renovate into a 2-bedroom, 2-bath high-end condominium unit with a living room, dining area and kitchen. The unit has an unobstructed view of the ocean and overlooks the pool and main ground garden landscape.
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- A 1,380 sq. ft. second floor unit including a covered balcony/porch, the plan of which is to renovate into a 2-bedroom, 2-bath high-end condominium unit with a living room, dining area and kitchen. The unit has an unobstructed view of the ocean and overlooks the pool and main ground garden landscape.
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- A 1,455 sq. ft. third floor unit including a covered balcony/porch, the plan of which is to renovate into a 2-bedroom, 2-bath high-end condominium unit with a living room, dining area and kitchen. The unit has an unobstructed view of the ocean and overlooks the pool and main ground garden landscape.
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- 3,825 sq. ft. of raw open land with 105 feet of street frontage. Currently there is a main single-level concrete building having dimensions of 14.0 ft. by 14.0 ft. and consisting of a reinforced concrete foundation and reinforced concrete floors. In addition, there is a wooden bar open area with shade, having dimensions of 14.0 ft. by 16.0 ft., as well a single-level wooden structure having dimensions of 16.0 ft. by 24.0 ft. plus a 10 ft. by 24 ft. front shade. The planned use for this land is expected to serve both the patio extension and parking area for a planned ground floor café referred to below.
- 1,717.83 sq. ft. of elevated land containing a three-story concrete building having dimensions of approximately 31.0 ft. by 41.0 ft. plus covered concrete porches on each floor of approximately 15.0 ft. by 18 ft. The ground floor unit is approximately 80% complete and is planned to contain a future cafe with a patio and parking. The second-floor unit is approximately 80% complete and planned for residential use. The penthouse unit is a 3-bedroom, 2-bath remodeled unit with dining room, living room, kitchen and small balcony facing the ocean. There is a further open-air patio situated above the covered patio of the penthouse which provides sweeping views of the ocean as well as sunset views over the lagoon side.

History

The Company was formed in Delaware on September 29, 2008, under the name ASPI, Inc (“ASPI”).

On April 25, 2012, ASPI filed an amendment to its Certificate of Incorporation to change its name from ASPI, Inc. to JV Group, Inc. and to increase the number of its authorized common shares from One Hundred Million (100,000,000) shares to One Billion (1,000,000,000) shares.

From its formation on September 28, 2008, through September 7, 2011, the Company was a publicly quoted shell company seeking to merge with an entity

with experienced management and opportunities for growth in return for shares of common stock to create value for the Company's shareholders.

From September 8, 2011, through October 2015, through the Company's wholly owned subsidiary, Prestige Prime Office, Limited ("Prestige"), a Hong Kong Special Administrative Region Corporation, the Company operated as a serviced office provider in the Far East. Prestige ceased serviced office provider operations in October 2015, and effective September 30, 2017, the Company disposed of Prestige and its assets and liabilities.

As of November 23, 2021, Michael A. Littman ATTY, Defined Benefit Plan, MAL as trustee, an affiliate of Michael A. Littman, the then secretary and a director of the Company and the owner of 98,108,000 shares of the Company's common stock representing approximately 99.2% of the Company's issued and outstanding common stock, sold 98,008,000 shares to Harthorne Capital Inc., a Delaware corporation ("Harthorne"), for aggregate consideration of \$500,000, or approximately \$0.0051 per share. This transaction was deemed a change of control, and effective as of November 23, 2021, (a) Calvin D. Smiley, Sr., the Company's Chief Executive Officer and President, resigned from all officer and employment positions with the Company and its subsidiaries, (b) Michael A. Littman resigned from all officer and employment positions with the Company and its subsidiaries, (c) Michael Singh was appointed Chief Executive Officer, (d) Andrew Trumbach was appointed President, Chief Financial Officer, Secretary and Treasurer and (e) Lisa Marie Iannitelli was appointed Executive Vice President, Director-Investor Relations.

Contemporaneously, the size of the Board of Directors of the Company was increased from three directors to six directors. Michael Singh was appointed as Chairman of the Board and Andrew Trumbach and Lisa Marie Iannitelli were each appointed as a director, filling the vacancies on the Board resulting from the increase to the size of the Board.

Effective as of January 7, 2022, Messrs. Littman, Smiley and Green each resigned as directors of the Company. Subsequently, Tyler A Trumbach, Claude Stuart and Narendra Kini were appointed to the Board to fill the vacancies resulting from such January 7, 2022 resignations.

In February 2022, the Board of Directors of the Company determined to pursue a business strategy of acquiring, developing, and managing residential vacation home communities in desirable travel destinations.

On May 18, 2022, we changed our name from JV Group, Inc. to Awaysis Capital, Inc. In connection with this name change, we changed our ticker symbol from "ASZP" to "AWCA" and effective May 25, 2022, we began trading on the OTC Market under our new symbol.

Our Planned Business

Our planned business is expected to include real estate development and sales, hospitality rentals, resort operations and club management. Revenues are expected to come from:

- selling our own developed resort inventory that includes Condominiums, Single Family Homes, and Villas.
- providing management services to our branded resorts under HOA management agreements; and
- manage short-term unit rentals of sold and unsold inventory at the resorts we own or manage.

The Casamora Awaysis development, our first property, commenced sales and hospitality operations on or about November 1, 2022.

Inventory and Development Activities

We intend to acquire real estate assets to develop into resorts, starting in Belize and then expand into other resort markets as funds allow, including building additional phases at existing resorts, including re-acquiring inventory from owners in default and in the open market and sourcing other real estate assets from third parties.

Our development activities involving the acquisition of real estate are expected to be followed by construction or renovation to create integrated resorts under the "Awaysis" banner and brand. These development activities, and the related management of construction activities, are expected to be performed by us as developers and under a cost plus construction contract with R&R Construction Company Limited or other construction companies. The development and construction of the resorts require a large upfront investment of capital and can take several years to complete in the case of a ground-up or partially completed project.

Marketing and Sales Activities

Our planned marketing and sales activities are expected to be based on targeted direct marketing and a highly personalized sales approach. We intend to use targeted direct marketing to reach potential purchasers of units or sell through a licensed distribution network of both in-market and off-site sales centers. Our products are expected to be marketed for sale or rent globally.

Resort Management Activities

Resort Management

For each resort property we acquire and develop, we intend for our management company subsidiary to enter into a management agreement. The management company is expected to ensure that the resorts are well-maintained and financially stable, and the services provided are expected to include day-to-day operations of the resort, maintenance of the resort, preparation of reports, budgets and projections and employee training and oversight. The management agreements are expected to provide for a cost-plus management fee, which means we would generally earn a fee over and above the cost to operate the applicable resort. As a result, the management fees we expect to earn would be predictable, unlike traditional revenue-based hotel management fees, and our management fees generally would be unaffected by changes in rental rate or occupancy. We also expect to be reimbursed for the costs incurred to perform our management services, principally related to personnel providing on-site services.

Rental of Available Inventory

We intend to rent unsold inventory at our resorts as well as to rent inventory that is sold on behalf of the owners. By using our websites and other direct booking channels to rent available inventory, we intend to be able to reach potential new customers and introduce them to our resorts. Inventory rentals would allow us to utilize otherwise unoccupied inventory to generate additional revenues and provision of ancillary services. We expect that we will earn a fee from rentals of third-party inventory. Additionally, we intend to provide ancillary offerings including food and beverage, retail, and spa offerings at our planned resorts.

Competition

The resort and hotel industry are highly competitive and comprised of several national and regional companies that develop, finance and operate resorts and hotels.

Our planned business will compete with other entities engaged in the leisure and vacation industry, including resorts, hotels, cruises, and other accommodation alternatives, such as condominium and single-family home rentals. We also intend to compete with home and apartment sharing services that operate websites that market available privately-owned residential properties that can be rented on a nightly, weekly, or monthly basis. In certain markets, we may compete with timeshare operators, and it is possible that other potential competitors may develop properties near our resort locations once acquired, developed, and marketed.

Our planned business will compete with the virtually thousands of other hotels, resorts and timeshare operators vying for vacation travelers, in all cases based principally on location, quality of accommodations, price, service levels and amenities, financing terms, quality of service, terms of property use, reservation systems, flexibility, as well as brand name recognition and reputation. We also compete for property acquisitions and partnerships with entities that have similar investment and development objectives to us.

We believe that, in the competitive industry in which we intend to operate, trademarks, service marks, trade names and logos are very important to the marketing and sales of products. While we have trademarked the name and logo “Awaysis”, which we believe is compelling, it is a new brand and there are many other trademarks, service marks, trade names and logos that have much greater brand identification.

There is also significant competition for talent at all levels within the industry, especially in sales and management.

Seasonality and Cyclicity

We expect to experience seasonality in the rental segment of our planned business, with stronger revenue generation during traditional vacation periods for those expected locations. Our business of selling units may be moderately cyclical as the demand for vacation units for sale is affected by the availability and cost of financing for purchasers, as well as general economic conditions and the relative health of the travel industry. We intend to offer owner financing up to 50% of the price of the units.

Government Regulation

Our proposed business is subject to various international, national, federal, state, and local laws, regulations and policies in jurisdictions in which we intend to operate. Some laws, regulations and policies would impact multiple areas of our business, such as securities, anti-discrimination, anti-fraud, data protection and security and anti-corruption and bribery laws and regulations or government economic sanctions, including applicable regulations under the U.S. Treasury’s Office of Foreign Asset Control and the U.S. Foreign Corrupt Practices Act (“FCPA”). The FCPA and similar anti-corruption and bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to government officials for the purpose of obtaining or generating business. Other laws, regulations and policies primarily affect one of our areas of business: real estate development activities; marketing and sales activities; financial services activities; and resort management activities. We will continue to be subject to applicable new legislation, rules and regulations that have been proposed, or may be proposed, by federal, state and local authorities relating to the origination, servicing and securitization of mortgage loans.

Real Estate Development Regulation

Our planned real estate development activities are regulated under a number of different statutes in the jurisdictions we intend to operate, including Belize. We would generally be subject to laws and regulations typically applicable to real estate development, subdivision, and construction activities, such as laws relating to zoning, land use restrictions, environmental regulation, accessibility, title transfers, title insurance and taxation. In Belize, these include the equivalent to the U.S. Americans with Disabilities Act of 1990 and the Accessibility Guidelines promulgated thereunder. In addition, we may be subject to laws in some jurisdictions that impose liability on property developers for construction defects discovered or repairs made by future owners of property developed by the developer.

Marketing and Sales Regulation

Our marketing and sales activities are expected to be highly regulated. A wide variety of laws and regulations govern our marketing and sales activities, including regulations implementing the USA PATRIOT Act, Foreign Investment In Real Property Tax Act, the Federal Interstate Land Sales Full Disclosure Act and fair housing statutes, U.S. Federal Trade Commission (“FTC”) and state “Little FTC Act” and other regulations governing unfair, deceptive or abusive acts or practices including unfair or deceptive trade practices and unfair competition, state attorney general regulations, anti-fraud laws, prize, gift and sweepstakes laws, real estate, title agency or insurance and other licensing or registration laws and regulations, anti-money laundering, consumer information privacy and security, breach notification, information sharing and telemarketing laws, home solicitation sales laws, tour operator laws, lodging certificate and seller of travel laws and other consumer protection laws.

We expect that we must obtain the approval of numerous governmental authorities for our planned marketing and sales activities. Changes in circumstances or

applicable law may necessitate the application for or modification of existing approvals.

Resort Management Regulation

Our planned resort management activities are expected to be subject to laws and regulations regarding community association management, public lodging, food and beverage services, liquor licensing, labor, employment, health care, health and safety, accessibility, discrimination, immigration, gaming, and the environment (including climate change).

Environmental Matters

We expect to be subject to certain requirements and potential liabilities under various U.S. federal, state and local and foreign environmental, health and safety laws and regulations and incur costs in complying with such requirements. These laws and regulations govern actions including air emissions, the use, storage and disposal of hazardous and toxic substances, and wastewater disposal. In addition to investigation and remediation liabilities that could arise under such laws, we may also face personal injury, property damage, fines, or other claims by third parties concerning environmental compliance or contamination. We expect to use and store hazardous and toxic substances, such as cleaning materials, pool chemicals, heating oil and fuel for back-up generators at some of our planned facilities, and we expect to generate certain wastes in connection with our planned operations. We may, from time to time, be responsible for investigating and remediating contamination at some of our developed facilities, such as contamination that has been discovered when we have removed underground storage tanks, and we could be held responsible for any contamination resulting from the disposal of wastes that we generate, including at locations where such wastes have been sent for disposal. In some cases, we may be entitled to indemnification from the party that caused the contamination pursuant to our management, construction, or renovation agreements, but there can be no assurance that we would be able to recover all or any costs we incur in addressing such problems. From time to time, we may also be required to manage, abate, remove, or contain mold, lead, asbestos-containing materials, radon gas or other hazardous conditions found in or on our planned properties.

Human Capital

Currently, we have four full-time employees, including our executives. We presently do not have pension, health, annuity or, insurance; however, we intend to adopt some or all of such employee benefits in the future. There are presently no personal benefits available to any officers, directors, or employees. Our employees are all based in the United States, at our office located in Mirimar, Florida. These employees oversee day-to-day operations of the Company. As required, we also engage consultants to provide services to the Company both in the U.S. and Belize, including real estate, regulatory, legal and corporate services. We are subject to labor laws and regulations that apply to our locations in the U.S. and Belize. These laws and regulations principally concern matters such as pensions, paid annual vacation, paid sick days, length of the workday and work week, minimum wages, overtime pay, insurance for work-related accidents, severance pay and other conditions of employment. We have no unionized employees.

We believe we are able to attract and retain top talent by creating a culture that challenges and engages our employees, offering them opportunities to learn, grow and achieve their career goals.

We provide competitive compensation for our employees. We may also offer annual bonuses and stock-based compensation for eligible employees.

We aim to provide our employees with advanced professional and development skills, so that they can perform effectively in their roles and build their capabilities and career prospects for the future.

We strive to encourage a diversity of views and to create an equal opportunity workplace.

Where You Can Find More Information

Our website address is <https://awaysisgroup.com>. Information on our website is not incorporated by reference herein.

Risk Factors

We are subject to various risks that could materially and adversely affect our business, financial condition, results of operations, liquidity, and stock price. You should carefully consider the risk factors discussed below, in addition to the other information in this Current Report on Form 8-K. Further, other risks and uncertainties not presently known to management or that management currently deems less significant also may result in material and adverse effects on our business, financial condition, results of operations, liquidity, and stock price. The risks below also include forward-looking statements; and actual results and events may differ substantially from those discussed or highlighted in these forward-looking statements. See "Cautionary Note Regarding Forward-Looking Statements."

Risk Factor Summary

Our proposed business is subject to a number of risks of which you should be aware before making an investment decision. These risks include, but are not limited to, the following:

- We are a development stage company with a limited operating history, making it difficult for you to evaluate our business and your investment.
- Since inception of our new business model, we have not established any material and recurring revenues or operations that will provide financial stability in the long term, and there can be no assurance that we will realize our plans on our projected timetable (or at all) in order to reach sustainable or profitable operations.
- We may never become profitable;
- We are dependent on management;

- The expansion of our operations can have a significant impact on our profitability;
- Our financial success is dependent on general economic conditions;
- Our operating results are subject to significant fluctuations;
- Our proposed objectives are capital intensive and subject to change;
- There is a limited trading market for our common stock, which could make it difficult for you to liquidate an investment in our common stock, in a timely manner;
- Our success will depend upon the acquisition of real estate, and we may be unable to consummate acquisitions or dispositions on advantageous terms, the acquired properties may not perform as expected, or we may be unable to efficiently integrate assets into our existing operations;

- Investors are reliant on management’s assessment, selection, and development of appropriate properties;
- We face significant increases in development costs;
- Our profitability may be impacted by delays in the selection, acquisition, and re-development of properties;
- Our management maintains full discretion in the future disposition of properties;
- Our properties may be subject to environmental laws and regulations that have the potential to impose liability;
- Real estate is not as liquid as other types of assets, which may reduce economic returns to investors;
- We may be unable to sell a property if or when we decide to do so, including as a result of uncertain market conditions, which could adversely affect the return on an investment in our Company;
- We may not succeed in creating a portfolio enclave strategy;
- Our properties may be subject to liabilities or other problems;
- The failure to successfully execute and integrate strategic acquisitions that support our long-term strategies could adversely affect our growth rate and consequently our revenues and results of operations;
- There are significant risks associated with “value-add” and properties in need of re-positioning;
- Uninsured losses relating to real property may adversely affect our performance;
- Competition for investment assets may increase costs and reduce returns;
- Environmental regulations and issues, certain of which we may have no control over, may adversely impact our business;
- Real estate may develop harmful mold, which could lead to liability for adverse health effects and costs of remediating the problem;
- Terrorist attacks or other acts of violence or war may adversely affect our industry, operations, and profitability;
- We will be subject to risks related to the geographic locations of the properties we develop;
- There may be several conflicts of interest that arise as we implement our business plan;
- The market price and trading volume of our common stock may be volatile, which may adversely affect its market price;
- Your interest in us may be diluted if we issue additional shares of common stock.
- We cannot assure you that our common stock will become listed on a national securities exchange and the failure to do so may adversely affect your ability to dispose of our common stock in a timely fashion.
- Our common stock is subject to the “penny stock” rules of the SEC, which makes transactions in our stock cumbersome and may reduce the value of an investment in our stock.
- Certain of our executive officers and directors, through their direct and indirect ownership of common stock, can substantially influence the outcome of matters requiring shareholder approval and may prevent you and other stockholders from influencing significant corporate decisions, which could result in conflicts of interest that could cause the Company’s stock price to decline.
- Investments in our common stock may provide you with limited rights, and we do not expect to pay cash dividends in the short term.

Risk Factors

We are a development stage company with a limited operating history, making it difficult for you to evaluate our business and your investment.

Our operations are subject to all of the risks inherent in the establishment of a new business enterprise, including but not limited to the absence of an operating history, lack of fully-developed or commercialized properties, insufficient capital, limited assets, expected substantial and continual losses for the foreseeable future, limited experience in dealing with regulatory issues, lack of marketing experience, need to rely on third parties for the development and commercialization of our proposed properties, a competitive environment characterized by well-established and well-capitalized competitors and reliance on key personnel.

We may not be successful in carrying out our business objectives. The revenue and income potential of our business and operations are unproven as the lack of operating history makes it difficult to evaluate the future prospects of our business. There is nothing at this time on which to base an assumption that our business operations will prove to be successful or that we will ever be able to operate profitably. Accordingly, we have no track record of successful business activities, strategic decision-making by management, fund-raising ability, and other factors that would allow an investor to assess the likelihood that we will be successful in our business. There is a substantial risk that we will not be successful in fully implementing our business plan, or if initially successful, in thereafter generating material operating revenues or in achieving profitable operations.

Since inception of our new business model, we have not established any material and recurring revenues or operations that will provide financial stability in the long term, and there can be no assurance that we will realize our plans on our projected timetable (or at all) in order to reach sustainable or profitable operations.

Investors are subject to all the risks incident to the creation and development of a new business and each investor should be prepared to withstand a complete loss of his, her or its investment. Furthermore, the accompanying financial statements have been prepared assuming that we will continue as a going concern. We have not emerged from the development stage and may be unable to raise further equity. These factors raise substantial doubt about our ability to continue as a going concern. Our financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Even if we successfully develop and market our business plan, we may not generate sufficient or sustainable revenue to achieve or sustain profitability, which could cause us to cease operations and cause you to lose all of your investment. Because we are subject to these risks, you may have a difficult time evaluating our business and your investment in our Company.

We may never become profitable.

To become profitable, we must successfully implement our proposed business plan and strategies, either alone or in on conjunction with possible collaborators. We may never have any significant recurring revenues or become profitable.

We are dependent on management.

Our business is and will continue to be significantly dependent on our management team. The loss of any member of our management team could have a materially adverse effect on the Company.

The expansion of our operations can have a significant impact on our profitability.

We intend on expanding our business through the acquisition, development, and maintenance of real estate assets. Any expansion of operations that we may undertake will entail risks, such actions may involve specific operational activities which may negatively impact our profitability. Consequently, investors must assume the risk that (i) such expansion may ultimately involve expenditures of funds beyond the resources available to us at that time, and (ii) management of such expanded operations may divert management's attention and resources away from our existing operations, all of which may have a material adverse effect on our present and prospective business activities.

Our financial success is dependent on general economic conditions.

Our financial success may be sensitive to adverse changes in general economic conditions in the United States, Belize and any other jurisdiction in which our assets are located, such as recession, inflation, unemployment, geopolitical situations, and interest rates. Such changing conditions could reduce demand in the marketplace for our planned real estate portfolio. We have no control over these changes.

Our operating results are subject to significant fluctuations.

Our operating results may fluctuate significantly from period to period as a result of a variety of factors, including purchasing patterns of customers, competitive pricing, debt service and principal reduction payments, and general economic conditions. Consequently, our revenues may vary by quarter, and our operating results may experience fluctuations.

Our proposed objectives are capital intensive and subject to change.

Our proposed business plans may change. Many of our potential business endeavors are capital intensive and may be subject to statutory or regulatory requirements. Management reserves the right, at any time, to make significant modifications to the Company's stated strategies depending on future events.

There is a limited trading market for our common stock, which could make it difficult for you to liquidate an investment in our common stock, in a timely manner.

Our common stock is currently traded on the OTC Pink market. Because there is a limited public market for our common stock, you may not be able to liquidate your investment when you want. We cannot assure you that an active trading market for our common stock will ever develop. There is limited trading in our common stock, and we cannot assure you that an active public market for our common stock will ever develop. The lack of an active public trading market means that you may not be able to sell your shares of common stock when you want, thereby increasing your market risk. Until our common stock is listed on a national securities exchange, which we can provide no assurance, we expect that it will continue to be listed on the OTC Pink market. An investor may find it difficult to obtain accurate quotations as to the market value of the common stock and the trading of our common stock may be extremely sporadic. For example, several days may pass before any shares may be traded. A more active market for our common stock may never develop. In addition, if we failed to meet the criteria set forth in SEC regulations, various requirements would be imposed by law on broker-dealers who sell our securities to persons other than established customers and accredited investors. Consequently, such regulations may deter broker-dealers from recommending or selling the common stock, which may further affect its liquidity. This would also make it more difficult for us to raise additional capital.

Our success will depend upon the acquisition of real estate, and we may be unable to consummate acquisitions or dispositions on advantageous terms, the acquired properties may not perform as expected, or we may be unable to efficiently integrate assets into our existing operations.

We intend to acquire, maintain, sell, and rent real estate assets. The acquisition of real estate entails various risks, including the risks that our real estate assets may not perform as expected, that we may be unable to integrate assets quickly and efficiently into our existing operations and that the cost estimates for the development or sale price of a property may prove inaccurate.

Investors are reliant on management's assessment, selection, and development of appropriate properties.

Our ability to achieve our current objectives is dependent upon the performance of our management team in the quality and timeliness of our acquisition and development of real estate properties. Investors have no opportunity to evaluate the terms of transactions or other economic or financial data concerning our assets. Investors must rely entirely on the decisions of the management team and the oversight of our principals.

We face significant competition that may increase costs.

We will experience significant competition from other sellers of real estate and other real estate projects. Competition may have the effect of increasing our acquisition costs, making it more difficult to identify and close on the acquisition of desirable real estate properties, and decrease the sales price or lease rates of developed assets.

Our profitability may be impacted by delays in the selection, acquisition, and development of properties.

We may encounter delays in the selection, acquisition and development of properties that could adversely affect our profitability. We may experience delays in identifying properties that satisfy ideal purchase parameters.

Our management maintains full discretion in the future disposition of properties.

We cannot predict with any certainty the various market conditions affecting real estate assets which will exist at any particular time in the future. Due to the uncertainty of market conditions which may affect the future disposition of our properties, we cannot assure shareholders that we will be able to sell our properties at a profit in the future. Accordingly, the timing of liquidation of our real estate assets will be dependent upon fluctuating market conditions.

Our properties may be subject to environmental laws and regulations that have the potential to impose liability.

Under various local environmental laws, ordinances, and regulations, a current or previous owner or operator of real property may be liable for the cost of removal or remediation of hazardous or toxic substances on, under or in such property. Such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. Environmental laws also may impose restrictions on the manner in which property may be used or businesses may be operated, and these restrictions may require expenditures. Environmental laws provide for sanctions in the event of non-compliance and may be enforced by governmental agencies or, in certain circumstances, by private parties. In connection with the acquisition and ownership of its properties, we may be potentially liable for such costs. The cost of defending against claims of liability, complying with environmental regulatory requirements or remediation of any contaminated property could have a materially adverse effect on our business, assets or results of operations.

Real estate is not as liquid as other types of assets, which may reduce economic returns to investors.

Real estate assets are not as liquid as other types of investments, and this lack of liquidity may limit our ability to react promptly to changes in economic, financial, investment or other conditions. In addition, significant expenditures associated with real estate investments, such as mortgage payments, real estate taxes and maintenance costs, are generally not reduced when circumstances cause a reduction in income from the investments. Thus, our ability at any time to sell assets or contribute assets to property funds or other entities in which we maintain an ownership interest may be restricted. This lack of liquidity may limit the ability to vary our portfolio promptly in response to changes in economic, financial, investment or other conditions and, as a result, could adversely affect our financial condition, results of operations, and cash flows.

We may be unable to sell a property if or when it decides to do so, including as a result of uncertain market conditions, which could adversely affect the return on an investment in our Company.

Our ability to dispose of properties on advantageous terms depends on factors, some of which are beyond our control, including competition from other sellers and the availability of attractive financing for potential buyers of the properties acquired. We cannot predict the various market conditions affecting real estate investments which will exist at any particular time in the future. Due to the uncertainty of market conditions, which may affect the future disposition of the properties acquired, we cannot assure our shareholders that we will be able to sell such properties at a profit in the future. Accordingly, the extent to which our shareholders will receive cash dividends and realize potential appreciation on real estate investments will be dependent upon fluctuating market conditions. Furthermore, we may be required to expend funds to correct defects or to make improvements before a property can be sold. Funds may not be available to correct such defects or to make such improvements. In acquiring a property, we may agree to restrictions that prohibit the sale of that property for a period of time or impose other restrictions, such as a limitation on the amount of debt that can be placed or repaid on that property. These provisions would restrict our ability to sell a property.

We may not succeed in creating a portfolio enclave strategy.

The acquisition of assets is critical to our ability to enter new emerging markets and build local market density. This strategy will contribute to our ability to grow sales and rental revenues and increase profitability over time. In order to build on this concept of creating vacation-remote work enclave communities, we must be able to identify and maintain a pipeline of locally managed vacation homes and condominiums in new and emerging markets. We have been able to find existing shovel ready resorts and vacation properties by giving developers and owners an exit strategy and providing market and developmental expertise to reposition the acquired assets to maximize revenues, but that may not continue. Our ability to maintain this momentum depends on our ability to provide a unique travel experience to both owners and guests and to be able to consistently generate income to the residence owners. Our ability to provide this level of income and expectations are likely to be partially dependent on the labor cost of our local markets and our ability to hire teams for a diversity of roles at a reasonable cost given the constraints of each particular local market environment.

Our properties may be subject to liabilities or other problems.

We intend to perform certain due diligence for each property or other real estate related asset that we acquire. We will also seek to obtain appropriate representations and indemnities from sellers with respect to such properties or other investments. We may, nevertheless, acquire properties or other investments that are subject to uninsured liabilities or that otherwise have problems. In some instances, we may have only limited or perhaps even no recourse for any such liabilities or other problems or, if we received indemnification from a seller, the resources of such seller may not be adequate to fulfill its indemnity obligation. As a result, we could be required to resolve or cure any such liability or other problems, and such payment could have an adverse effect on our cash flow available to meet other expenses or to make dividend payments to shareholders.

The failure to successfully execute and integrate strategic acquisitions that support our long-term strategies could adversely affect our growth rate and consequently our revenues and results of operations.

We expect to acquire multiple properties at any given time. If we are not able to consummate these strategic acquisitions, it could negatively impact our growth rate, revenue results, results of operations and the trading prices of our common stock. Furthermore, strategic acquisitions and other strategic transactions and relationships involve a number of financial, accounting, operational, legal, compliance and other risks and challenges, any of which could negatively affect our growth rate revenue results, results of operations and the trading price of our common stock and may have a material adverse effect on our business, results of operations and financial condition.

There are significant risks associated with “value-add” and properties in need of re-positioning.

Our targeting of financially distressed properties (and, in some cases, raw land) may result in properties which are partially leased or completely vacant and thus not generating positive cash flow (or any cash flow). Similarly, under-performing and value-add properties that we are targeting may experience unanticipated delays in, or increases of the cost to improve or reposition those properties that may be beyond our control. There is no assurance we will be successful in stabilizing such properties given the significant number of factors beyond our control, including general or local economic conditions and local market demand that may come into play. These types of properties may pose greater investment risk than fully stabilized properties.

Uninsured losses relating to real property may adversely affect our performance.

We will attempt to ensure that all of its properties are comprehensively insured (including liability, fire, storm and extended coverage) in amounts sufficient to permit replacement in the event of a total loss, subject to applicable deductibles. However, in the event such insurance is not sufficient, or if we do not have a sufficient external source of funding to repair or reconstruct a damaged property our results of operations and financial condition could be adversely affected. There can be no assurance that any such source of funding will be available to us for such purposes in the future.

Competition for investments may increase costs and reduce returns.

We will experience competition for real property investments from individuals, corporations, banks, and insurance company investment accounts, as well as other real estate limited partnerships, real estate investment funds, commercial developers, pension plans, other institutional and foreign investors and other entities engaged in real estate investment activities. We will compete against other potential purchasers of properties of high-quality commercial properties leased to credit-worthy tenants and residential properties and, as a result of the weakened world economy, there is greater competition for the properties of the type in which we will invest. Some of these competing entities may have greater financial and other resources allowing them to compete more effectively. This competition may result in us paying higher prices to acquire properties than it otherwise would, or we may be unable to acquire properties that we believe meet our investment objectives and are otherwise desirable investments.

In addition, our properties may be located close to properties that are owned by other real estate investors and that compete with us for tenants. These

competing properties may be better located and more suitable for desirable tenants than our properties, resulting in a competitive advantage for these other properties. We may face similar competition from other properties that may be developed in the future. This competition may limit our ability to lease space, increase its costs of securing tenants, and limit our ability to charge rents and/or require us to make capital improvements we otherwise might not make to our properties. As a result, we may suffer reduced cash flow with a decrease in share price and/or the ability to provide dividends.

Environmental regulations and issues, certain of which we may have no control over, may adversely impact our business.

Federal, state, and local laws and regulations impose environmental controls, disclosure rules and zoning restrictions which directly impact the management, development, use, and/or sale of real estate. Such laws and regulations tend to discourage sales and leasing activities and mortgage lending with respect to some properties, and may therefore adversely affect us specifically, and the real estate industry in general. Failure to uncover and adequately protect against environmental issues in connection with a portfolio investment may subject us to liability as the buyer of such property or asset. Environmental laws and regulations impose liability on current or previous real property owners or operators for the cost of investigating, cleaning up or removing contamination caused by hazardous or toxic substances at the property.

We may be held liable for such costs as a subsequent owner and developer of such property. Liability can be imposed even if the original actions were legal, and we had no knowledge of the presence of hazardous or toxic substances.

We may also be held responsible for the entire payment of the liability if we are subject to joint and several liabilities and the other responsible parties are unable to pay. Further, we may be liable under common law to third parties for damages and injuries resulting from environmental contamination emanating from the site, including the presence of asbestos containing materials. Insurance for such matters may not be available. Additionally, new or modified environmental regulations could develop in a manner which could adversely affect us.

Real estate may develop harmful mold, which could lead to liability for adverse health effects and costs of remediating the problem.

When excessive moisture accumulates in buildings or on building materials, mold growth may occur, particularly if the moisture problem remains undiscovered or is not addressed over a period of time. Some molds may produce airborne toxins or irritants. Concern about indoor exposure to mold has been increasing as exposure to mold may cause a variety of adverse health effects and symptoms, including allergies or other reactions.

As a result, the presence of significant mold at any of our properties could require us to undertake a costly remediation program to contain or remove the mold from the affected property. In addition, the presence of significant mold could expose us to liability from its tenants, employees of such tenants and others if property damage or health concerns arise.

Terrorist attacks or other acts of violence or war may adversely affect our industry, operations, and profitability.

Terrorist attacks or other acts of violence or war may harm our results of operations. There can be no assurance that these attacks or armed conflicts, whether international or domestic, will not occur. These attacks or armed conflicts may directly or indirectly impact the value of the property we own or that secures our loans. Losses resulting from these types of events may be uninsurable or not insurable to the full extent of the loss suffered. Moreover, any of these events could cause consumer confidence and spending to decrease or result in increased volatility in the United States and worldwide financial markets and economy. These attacks or armed conflicts could also result in economic uncertainty in the United States or abroad. Adverse economic conditions resulting from terrorist attacks or other acts of violence or war could reduce demand for space in our properties due to the adverse effect on the economy and thereby reduce the value of our properties.

We will be subject to risks related to the geographic locations of the properties we develop.

We intend to acquire, maintain, and sell real estate assets. If the commercial or residential real estate markets or general economic conditions in the geographic areas in which we intend to operate declines, we may experience a greater rate of default by tenants on their leases with respect to properties in these areas and the value of the properties in these areas could decline. Any of these events could materially adversely affect our business, financial condition or results of operations.

There may be several conflicts of interest that arise as we implement our business plan.

Certain of our officers and directors and our affiliates may engage, for their own account, or for the account of others, in other business ventures similar to ours or otherwise, and neither we nor any shareholder shall be entitled to any interest therein. Our management will devote only so much time to our business as is reasonably required. If a specific business venture becomes available, such person(s) may face a conflict in selecting between our business and his or her other business interests. We have not yet formulated a policy for the resolution of such conflicts. We will not share in the risks or rewards of such other ventures; however, such other ventures will compete for their time and attention, which might create other conflicts of interest. We do not at this time require our officers or directors to devote any particular amount of time to the Company. As a result, our business and results of operations could be materially adversely affected. We are buying certain assets in our portfolio from certain of our officers and directors. Even though these will be purchased with arms-length appraisals, there is still an inherent conflict between the roles of certain officers and/or directors acting and representing the sellers and buyers in the same transaction.

The market price and trading volume of our common stock may be volatile, which may adversely affect its market price.

The market price of our common stock could be subject to significant fluctuations due to factors such as:

- actual or anticipated fluctuations in our financial condition or results of operations;
- the success or failure of our operating strategies and our perceived prospects; realization of any of the risks described in this section; failure to be covered by securities analysts or failure to meet the expectations of securities analysts;
- a decline in the stock prices of peer companies; and
- a discount in the trading multiple of our common stock relative to that of common stock of certain of our peer companies due to perceived risks associated with our smaller size.

As a result, shares of our common stock may trade at prices significantly below the price you paid to acquire them. Furthermore, declines in the price of our common stock may adversely affect our ability to conduct future offerings or to recruit and retain key employees, including our managing directors and other key professional employees.

Your interest in us may be diluted if we issue additional shares of common stock.

In general, shareholders do not have preemptive rights to any common stock issued by us in the future. Therefore, shareholders may experience dilution of their equity investment if we issue additional shares of common stock in the future, including shares issuable under equity incentive plans, or if we issue securities that are convertible into shares of our common stock, which we intend to do.

We cannot assure you that our common stock will become listed on a securities exchange and the failure to do so may adversely affect your ability to dispose of our common stock in a timely fashion.

We plan to seek listing of our common stock on NASDAQ or another national securities exchange as soon as reasonably practicable. We may not currently meet the initial listing standards of any of those exchanges or any other stock exchange and cannot assure you when or if we will meet the listing standards, or that we will be able to maintain a listing of the common stock on any stock exchange.

Our common stock is subject to the “penny stock” rules of the SEC, which makes transactions in our stock cumbersome and may reduce the value of an investment in our stock.

The SEC has adopted regulations which generally define a “penny stock” as an equity security that has a market price of less than \$5.00 per share, subject to specific exemptions. The SEC’s penny stock rules require a broker-dealer, before a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document that provides information about penny stocks and the risks in the penny stock market. The broker-dealer must also provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and the salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer’s account. In addition, the penny stock rules generally require that before a transaction in a penny stock occurs, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser’s agreement to the transaction. If applicable in the future, these rules may restrict the ability of brokers-dealers to sell our common stock and may affect the ability of investors to sell their shares, until our common stock no longer is considered a penny stock.

Certain of our executive officers and directors, through their direct and indirect ownership of common stock, can substantially influence the outcome of matters requiring shareholder approval and may prevent you and other stockholders from influencing significant corporate decisions, which could result in conflicts of interest that could cause the Company’s stock price to decline.

Harthorne Capital, Inc., which is owned by certain of our executive officers and directors, along with Mr. Singh and Dr. Trumbach, collectively beneficially owns shares of our common stock equal to approximately 80% of our outstanding shares of common stock. As a result, such individuals will have the ability, acting together, to substantially influence the election of our directors and the outcome of corporate actions requiring shareholder approval, such as: (i) a merger or a sale of our Company, (ii) a sale of all or substantially all of our assets, and (iii) amendments to our articles of incorporation and bylaws. This concentration of voting power and control could have a significant effect in delaying, deferring or preventing an action that might otherwise be beneficial to our other shareholders and be disadvantageous to our shareholders with interests different from those individuals. These individuals also have significant control over our business, policies and affairs as officers and/or directors of our Company. These stockholders may exert influence in delaying or preventing a change in control of the Company, even if such change in control would benefit the other stockholders of the Company. Lastly, the significant concentration of stock ownership may adversely affect the market value of the Company’s common stock due to investors’ perception that conflicts of interest may exist or arise. Therefore, you should not invest in reliance on your ability to have any control over the Company. In addition, stock ownership of insiders and management, at high levels of ownership, may induce executive decisions inconsistent with growth-oriented risk-taking.

Investments in our common stock may provide you with limited rights, and we do not expect to pay cash dividends in the short term.

Common stock and similar equity securities generally represent the most junior position in an issuer’s capital structure and, as such, generally entitle holders to an interest in the assets of the issuer, if any, remaining after all more senior claims to such assets have been satisfied. Holders of common stock generally are entitled to dividends only if and to the extent declared by the governing body of the issuer out of income or other assets available after making interest, dividend, and any other required payments on more senior securities of the issuer. We anticipate that we will retain our earnings, if any, for future growth and therefore do not anticipate paying cash dividends on our common stock in the short term. Investors seeking cash dividends should not invest in our common stock for that purpose.

Item 1B. Unresolved Staff Comments

Not Applicable.

Item 1C. Cybersecurity

Not Applicable.

Item 2. Properties.

Our principal executive office is located at 3400 Lakeview Drive, Suite 100, Miramar, Florida, pursuant to a 62 month lease that commenced at or around September 1, 2022. This facility, consisting of 2,349 square feet, is expected to provide the space and infrastructure necessary to accommodate our present operations, based on our current business plan. The annual rent for the first lease year is approximately \$86,000, with future lease years subject to escalation clauses.

As of June 30, 2023, we own the Casamora Resort Assets, which are still under development.

Item 3. Legal Proceedings.

From time to time, we may become involved in various lawsuits and legal proceedings, which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm business.

We are not currently a party in any legal proceeding or governmental regulatory proceeding nor are we currently aware of any pending or potential legal proceeding or governmental regulatory proceeding proposed to be initiated against us that would have a material adverse effect on us or our business.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II**Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities**

There is no “established trading market” for our shares of Common Stock. Since May 25, 2022, our Common Stock has been quoted on the OTC Pink Market under the ticker symbol “AWCA”. There can be no assurance that a trading market will ever develop or, if such a market does develop, that it will continue. Prior to May 25, 2022, our Common Stock was quoted on the OTC Pink Market under the symbol “ASZP”.

The following table shows the high and low bid prices of our Common Stock for the periods indicated. These quotations reflect inter-dealer prices, without retail mark-up, markdown or commissions, and may not represent actual transactions.

<u>Quarter Ended</u>	<u>High</u>	<u>Low</u>
June 30, 2023	\$ 0.5100	\$ 0.2538
March 31, 2023	0.5100	0.1001
December 31, 2022	\$ 0.4100	\$ 0.0501
September 30, 2022	0.4499	0.1503
June 30, 2022	0.4499	0.1500
March 31, 2022	\$ 0.6400	\$ 0.1500
December 31, 2021	0.3900	0.0550
September 30, 2021	0.2000	0.0010

As of October 10, 2023 there were approximately 215 holders of record of our common stock, and the last reported closing sales price of our common stock on that date was \$0.4500.

Dividend Policy

We have never declared or paid any cash dividend. We do not anticipate that we will declare or pay any dividends in the foreseeable future. Our current policy is to retain earnings, if any, to fund operations, and the development and growth of our business. Any future determination to pay cash dividends will be at the discretion of our Board and will be dependent upon our financial condition, operation results, capital requirements, applicable contractual restrictions, restrictions in our organizational documents, and any other factors that our Board deems relevant.

Equity Compensation Plan Information Table

The following table provides information about shares of our common stock that may be issued upon the exercise of options under all of our existing compensation plans as of June 30, 2023.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted- average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance
Equity compensation plans approved by security holders:			
2022 Omnibus Performance Award Plan	-	-	19,977,931
Equity compensation plans not approved by security holders: ⁽¹⁾	-	-	-
Options to Purchase Common Stock (Michael Singh)	11,250,000	\$ 0.32	-
Options to Purchase Common Stock (Andrew Trumbach)	11,250,000	\$ 0.32	-
Total	22,500,000		19,977,931

(1) Does not include 50,000,000 restricted shares of the Company issued to each of Michael Singh and Andrew Trumbach, of which 50% is subject to forfeiture through December 1, 2023.

Unregistered Sale of Securities

During the past three years, the Company made the following issuances of its unregistered securities, none of which involved any underwriters, underwriting discounts or commissions. Unless otherwise specified below, the Company believes these transactions were exempt from registration under the Securities Act in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”) and/or Rule 506(b) under Regulation D of the Securities Act, as transactions by an issuer not involving any public offering. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment purposes only and not with a view to or for sale in connection with any distribution thereof.

Between May 26, 2022, and June 30, 2022, the Company sold, in a private offering of up to \$25 million of the Company’s Common Stock, at a price per share of \$1.00 (the “Offering”), the Company entered into a Subscription Agreement with investors in the Offering for an aggregate of 1,818,000 shares of Common Stock with a total subscription price of \$1,818,000. The Company has received a total of \$875,000 and still has pending an aggregate of 943,000 shares of Common Stock (the “Pending Shares”) for a total subscription receivable of \$943,000. The Company expects such proceeds to be funded, and the Pending Shares to be issued, during fiscal year 2024. All purchases made in connection with the Offering were pursuant to Subscription Agreements & Investor Suitability Questionnaires as between the Company and each of the investors.

As of June 30, 2022, as partial consideration for the Company’s acquisition of the Casamora Awaysis Assets, the Company issued to the owners of the seller of such assets an aggregate of 56.8 million shares of its common stock based on a per share price equal to the market price on the date of appraisal of \$0.150.

In July 2022, the Company issued 25,000 shares of our common stock to an investor who participated in the Company’s private offering of common stock at a price per share of \$1.00.

In July 2022, the Company issued an aggregate of 107,484 shares of the Company’s common stock as consideration for services rendered.

As of August 2022, the Company issued 75,000 shares of its common stock to an investor who participated in the Company private offering of common stock at a price per share of \$1.00.

In September 2022, the Company issued 333,333 shares of its common stock as consideration for services rendered.

In December 2022, the Company issued an aggregate of 31,648 shares of its common stock as consideration for services rendered.

On February 13, 2023, the Company issued (i) an aggregate of 100,000,000 restricted shares of its common stock, and (ii) options to purchase an aggregate of 22,500,000 shares of its commons stock, both as consideration for services rendered by affiliates of the Company.

In February 2023, the Company issued 150,000 shares of its common stock to an investor who previously subscribed in the Company’s private offering of common stock at a price per share of \$1.00.

In March 2023, the Company issued 75,000 shares of its common stock to an investor who previously subscribed in the Company’s private offering of common

stock at a price per share of \$1.00.

In February and March 2023, the Company issued an aggregate of 73,958 shares of its common stock as consideration for services rendered.

Item 6. [Reserved]

Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

Forward Looking Statements

Certain information contained in this MD&A includes “forward-looking statements.” Statements which are not historical reflect our current expectations and projections about our future results, performance, liquidity, financial condition and results of operations, prospects and opportunities and are based upon information currently available to us and our management and their interpretation of what is believed to be significant factors affecting our existing and proposed business, including many assumptions regarding future events. Actual results, performance, liquidity, financial condition and results of operations, prospects and opportunities could differ materially and perhaps substantially from those expressed in, or implied by, these forward-looking statements as a result of various risks, uncertainties and other factors, including those risks described in detail in the section of this Annual Report on Form 10-K entitled “Risk Factors” as well as elsewhere in this Annual Report.

Forward-looking statements, which involve assumptions and describe our future plans, strategies, and expectations, are generally identifiable by use of the words “may,” “should,” “would,” “will,” “could,” “scheduled,” “expect,” “anticipate,” “estimate,” “believe,” “intend,” “seek,” or “project” or the negative of these words or other variations on these words or comparable terminology.

In light of these risks and uncertainties, and especially given the nature of our existing and proposed business, there can be no assurance that the forward-looking statements contained in this section and elsewhere in this Annual Report on Form 10-K will in fact occur. Potential investors should not place undue reliance on any forward-looking statements. Except as expressly required by the federal securities laws, there is no undertaking to publicly update or revise any forward-looking statements, whether as a result of new information, future events, changed circumstances or any other reason.

Overview

We are a real estate investment and management company focused on acquisition, construction, selling and managing vacation rentals of residential vacation home communities in desirable travel destinations. We seek to create value through the targeting and acquisition, development, and up-cycling, rebranding, and repositioning of currently undervalued operating and shovel ready residential/resort communities in global travel destinations, with the intention to relaunch these assets under the “Awaysis” brand with the goals of creating a network of residential and resort enclave communities that will optimize both sales and rental revenues, providing attractive returns to owners and exceptional vacation experiences to travelers. At least initially, our target acquisitions are resorts that have not been completed nor have a prior operational history. As such we intend to purchase the real estate and finish the development, then we would sell the finished units and put them in a rental pool.

The Company seeks to own and grow a stable, cash generating, diversified portfolio of single-family and luxury resort/residence properties in the Caribbean, Europe, South America, and the United States.

Our business strategy entails targeting and identifying undervalued assets in emerging markets located in proximity to high demand travel destinations. The Company intends to focus these efforts on shovel-ready properties and/or other assets that we believe can be used to optimize sales and rental revenues. We have currently identified five properties in the country of Belize, all of which are expected to constitute our initial real estate portfolio. To that effect, on June 30, 2022, we closed on the acquisition of certain real estate assets in San Pedro, Belize (the “Casamora Awaysis Assets”), pursuant to our previously announced series of Agreements of Purchase and Sale, all dated April 15, 2022. The total consideration paid by us for the properties subject to the agreements was at the appraisal value of \$11.4 million (excluding transaction costs and fees) and was settled in a combination of a Purchase Money Mortgage of \$2.6 million at 0% interest rate, payable on demand, a Purchase Money Mortgage of \$280,000 at 0% interest rate that was paid on August 8, 2022 and 56.8 million shares of the Company’s common stock based on a per share price equal to the market price on the date of appraisal of \$0.150. As the first acquisition by the Company in Belize and an important milestone, the Company expects to rebrand the Casamora Awaysis Asset, so it is easily identifiable as an Awaysis Property and fit perfectly with its strategy of creating a countrywide network of Awaysis residential enclave communities in the country for owners and guests to travel, work and play.

Revenues

As of June 30, 2023 our revenue consists primarily of monthly rental income of villas and commission from the sale of real property.

Sales and Marketing Expenses

Our sales and marketing expenses consist primarily of salaries, commissions and other personnel-related expenses, which may include share-based compensation, for employees engaged in sales, marketing and support of our products and services, promotional and public relations expenses and management and administration expenses in support of sales and marketing.

General and Administrative Expenses

Our general and administrative costs include payroll, employee benefits, and other personnel-related costs, which include share-based compensation, associated with administrative and support staff, as well as legal and accounting costs, insurance costs, and other administrative fees.

Results of Operations – Fiscal Years Ended June 30, 2023 and June 30, 2022

We commenced activities and started to incur material costs in the fiscal year ended June 30, 2022, as a result of our change in control transaction in November 2021 and commencement in February 2022 of our business strategy of acquiring, developing, and managing residential vacation home communities in desirable travel destinations. Our business strategy continued throughout the fiscal year ended June 30, 2023, showing substantial growth in operating expenses in preparation for expected future growth in revenue.

We have incurred recurring losses to date. Our financial statements have been prepared assuming that we will continue as a going concern and, accordingly, do not include adjustments relating to the recoverability and realization of assets and classification of liabilities that might be necessary should we be unable to continue in operation.

We expect we will require additional capital to meet our long-term operating requirements. We expect to raise additional capital through, among other things, the sale of equity or debt securities.

Revenues

We recognized revenue of \$107,760 and \$-0- during the fiscal years ended June 30, 2023 and 2022, respectively. Revenue generated during fiscal year 2023 consisted of a few months worth of a monthly rental of 2 units and commissions from a property sale. Fiscal year 2022 had no revenue generating activities during this period.

Sales and Marketing Expenses

During the fiscal years ended June 30, 2023 and 2022, we incurred sales and marketing expenses of \$91,319 and \$49,269, respectively, consisting of marketing

and support of our products and services, promotional and public relations expenses and management and administration expenses in support of sales and marketing.

General and Administrative Expenses

During the fiscal years ended June 30, 2023 and 2022, we incurred general and administrative expenses of \$4,312,499 and \$190,582, respectively, consisting of audit and accounting fees, travel and entertainment, payroll and employee benefits, legal fees, filing fees and transfer agent fees, all relating to both sustaining the corporate existence of the Company and public company-related expenses and transitioning from being a shell company to an operating company under its new management.

Operating Loss

During the fiscal years ended June 30, 2023 and 2022, we recognized operating losses of \$(4,296,058) and \$(239,851), respectively. These losses were primarily attributable to increased operating expenses related to salaries due to the Company transitioning from being a shell company to an operating company under its new management and brand.

Other Income (Expenses)

During the fiscal years ended June 30, 2023 and 2022, we incurred interest expenses of \$612 and \$0, respectively, consisting of a gain on foreign exchange transaction and interest earned.

Net Loss

During the fiscal years ended June 30, 2023 and 2022, we recognized net losses of \$(4,295,446) and \$(239,851), respectively. These losses were primarily attributable to accounting, marketing, legal, filing fees and transfer agent fees to sustaining the corporate existence of the Company and public company related expenses, and transitioning from being a shell company to an operating company under its new management and brand.

Liquidity and Capital Resources

As of June 30, 2023, we had cash of \$79 and had a positive working capital of \$5,742,463, of which was mainly from the issuance of shares for real estate inventory and sale of shares from our private placement of common stock. We do not have sufficient cash or commitments for funding to satisfy our basic operations for at least 12 months, and expect the anticipated cost of development of our first properties to come from pre-sales, investors subscriptions, advances from its principal shareholders and not cash-on-hand. We will need to raise additional cash to satisfy both our short and long-term requirements.

Historically, our principal shareholder has advanced funds on our behalf as we have required for the Company to become, and remain, a fully reporting public company while seeking to create value for shareholders by pursuing our business plan to reinvent the Company as a real estate investment and management company. The shareholder has indicated its intention to continue to do so; provided, however, that such intentions do not represent a binding commitment by the principal shareholder and there is no guarantee that our principal shareholder will be able to provide the funding necessary to achieve this objective. To date, our principal shareholder has advanced an aggregate of approximately \$255,000 on behalf of the Company to cover certain of the Company's expenses. Neither the shareholder nor the Company have entered into any agreement with respect to the terms and conditions of such advances, including any repayment terms, although we expect to do so.

If we are unable to obtain additional advances from our principal shareholder, we anticipate facing major challenges in raising the necessary funding to affect our business plan. Raising debt or equity funding for small publicly quoted, penny stock companies is extremely challenging. We can provide no assurance that financing will be available in the amounts it needs or on terms acceptable to it, if at all. If we are not able to secure adequate additional working capital when it becomes needed, it may be required to make reductions in spending, extend payment terms with suppliers, liquidate assets where possible and/or suspend or curtail planned acquisitions and developments. Any of these actions could materially harm our planned business.

Our plan for satisfying our cash requirements and to remain operational for the next 12 months and beyond or to further expand our asset base is through the sale of shares of our capital stock to third parties and advances from our principal shareholder. While we are seeking to raise up to \$25 million through the sale of our common stock or through other offerings of securities, we cannot assure you we will be successful in raising any or all of such capital and in meeting our working capital needs. Through June 30, 2023, we have raised an aggregate of \$1,918,000 in our recent private placement and can give no assurance that we will be successful in raising the remaining funds being sought. The capital raises from issuances of equity securities could result in additional dilution to our shareholders. In addition, to the extent we determine to incur indebtedness, our incurrence of debt could result in debt service obligations and operating and financing covenants that would restrict our operations.

The following table provides a summary of the net cash flow activity for each of the periods set forth below:

	Year ended June 30,	
	2023	2022
Cash used in operating activities	\$ (257,255)	\$ (157,645)
Cash provided by investing activities	(29,631)	(22,145)
Cash provided by financing activities	(195,000)	661,755
Change in cash	\$ (481,886)	\$ 481,965

Cash Flows from Operating Activities

We have not generated positive cash flows from operating activities for the fiscal years ended June 30, 2023 or 2022. Net cash flows used in operating activities were \$(257,255) and \$(157,645) for the fiscal years ended June 30, 2023 and 2022, respectively.

Cash Flows from Investing Activities

During the fiscal years ended June 30, 2023 and 2022, net cash flow used for investing activities was \$(29,631) and \$(22,145), respectively.

Cash Flows from Financing Activities

In 2021, we financed our operations primarily by way of advances from notes payable from a former director and former majority shareholder, and in 2022 through June 30, 2023, we have financed our operations by way of advances from our current majority shareholders, issuance of shares and debt for real estate inventory, in addition to cash raised from the private placement offering. The Company offered up to \$25 million worth of restricted shares of common stock to a limited number of accredited investors, at a price per share of \$1.00.

For the fiscal years ended June 30, 2023 and 2022, net cash from financing activities was \$(195,000) and \$661,755, respectively.

We are dependent upon the receipt of capital investment or other financing to fund our ongoing operations and to execute our business plan to become a real estate investment and management company. In addition, we are dependent upon our controlling shareholder to provide continued funding and capital resources. If continued funding and capital resources are unavailable at reasonable terms, we may not be able to implement our plan of operations.

Critical Accounting Policies

The company applies judgment and estimates that may have material effect in the eventual outcome of assets, liabilities, revenues and expenses, accounts receivable, inventory and goodwill. The following explains the basis and the procedure where judgment and estimates are applied.

Inventories

New real estate inventory is carried at the lower of cost or net realizable value. The cost of finished inventories determined on the specific identification method is removed from inventories and recorded as a component of cost of sales at the time revenue is recognized. In addition, an allocation of depreciation and amortization is included in cost of goods sold. Under the specific identification method, if finished real estate inventory can be sold for a profit there is no basis to write down the inventory below the lower of cost or net realizable value.

Going Concern

Our financial statements are prepared using accounting principles generally accepted in the United States of America (“GAAP”) applicable to a going concern, which contemplates the realization of assets and the liquidation of liabilities in the normal course of business. As reflected in the financial statements, we had an accumulated deficit at June 30, 2023 and 2022, a net loss and net cash used in operating activities for the reporting periods then ended. As of the fiscal years ended June 30, 2023 and 2022, we had cash in the amount of \$79 and \$481,965, respectively. As of June 30, 2023 and 2022, we had executed subscriptions pending funding in the amount of \$943,000 and \$1,193,000, respectively.

The Company is commencing operations and seeking to generate sufficient revenue to support its current basic operations for at least the next 12 months; however, the Company’s current cash position is not sufficient to support the Company’s strategy. While the Company believes in the viability of its strategy to commence operations and generate sufficient revenue to further develop its first properties through presales, there can be no assurances to that effect. The ability of the Company to continue as a going concern is dependent upon the Company’s ability to further implement its business plan, generate sufficient revenue through presales or otherwise, and its ability to raise additional funds by way of private offering or debt. The financial statements do not include any adjustments related to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

Not required.

Item 8. Financial Statements and Supplementary Data.

The consolidated financial statements and supplementary data required by this item are included in this Annual Report on Form 10-K immediately following Part IV and are incorporated herein by reference.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

The Company needs to implement disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the “Exchange Act”), that are designed to ensure that information required to be disclosed in the Company’s Exchange Act reports are recorded, processed, summarized, and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission, and that such information is accumulated and communicated to our Chief Executive Officer and Chief Financial Officer to allow timely decisions regarding required disclosure.



As of June 30, 2023, the Chief Executive Officer and Chief Financial Officer carried out an assessment, of the effectiveness of the design and operation of our then existing disclosure controls and procedures pursuant to Exchange Act Rules 13a-15(b) and 15d-15(b). As of the date of this assessment, the Chief Executive Officer and Chief Financial Officer concluded that the Company’s disclosure controls and procedures were not effective as of June 30, 2023 to provide reasonable assurance that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosures, primarily as a result of the Company’s recent transitions with respect to its auditor and its CFO. The Company’s management is seeking to remedy this deficiency. Additionally, we have implemented a quarterly newsletter to communicate to our Board and investor community.

Management’s Annual Report on Internal Control Over Financial Reporting.

Our management is responsible for establishing and maintaining effective internal control over financial reporting (as defined in Rule 13a – 15(f) of the Exchange Act). There are inherent limitations to the effectiveness of any internal control, including the possibility of human error and the circumvention or overriding of controls. Accordingly, even effective internal controls can provide only reasonable assurance with respect to financial statement preparation. Further, because of changes in conditions, the effectiveness of internal control may vary over time. We have assessed the effectiveness of our internal controls over financial reporting (as defined in Rule 13a -15(f) of the Exchange Act) as of June 30, 2023, and have concluded that, as of June 30, 2023, our internal control over financial reporting was effective.

This annual report does not include an attestation report of our registered public accounting firm regarding internal control over financial reporting. Management’s report was not subject to attestation by our registered public accounting firm pursuant to the rules of the Securities and Exchange Commission that permit us to provide only management’s report in this annual report.

Changes in Internal Control Over Financial Reporting.

There were no changes in our internal control over financial reporting, identified in connection with the evaluation of such internal control that occurred during our last fiscal quarter and year that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

None.

PART III

Item 10. Directors, Executive Officers, and Corporate Governance.

Board of Directors

We currently have six directors serving on our Board. The following table lists the names, ages and positions of the individuals who serve as directors of the Company, as of June 30, 2023:

<u>Name</u>	<u>Age</u>	<u>Titles</u>
Michael Singh	57	Chairman, Chief Executive Officer and Director
Dr. Andrew E. Trumbach	62	Director, President and Chief Financial Officer
Lisa-Marie Iannitelli	45	Executive Vice President, Investor Relations, and Director
Dr. Claude Stuart	62	Director
Dr. Narendra Kini	61	Director
Tyler Trumbach	33	Chief Legal Counsel and Director

Michael Singh, Chairman, Chief Executive Officer and Director. Mr. Singh has been the Company’s Chief Executive Officer and a member of the Company’s Board of Directors since November 23, 2021. Mr. Singh is the founder and CEO of BTALCO Limited for over 20 years, and which is a leading logistics provider in Belize. Mr. Singh is also the managing partner for Island Club Resorts Ltd since June 2002 and has successfully developed, operated and sold the Belize Yacht Club, a major condominium development in San Pedro, Ambergris Caye, which consists of approximately 80 luxury units. Mr. Singh is also, since February 2016, the founder and Managing Partner of Century 21 Belize, a leading provider of real estate sales services in Belize. Mr. Singh holds a degree in Finance and International Business from Loyola University in New Orleans. At various times, he has served in the capacity of CEO for the Ministry of Tourism, Civil Aviation and Culture, and CEO of the Ministry of Trade and Investments, in Belize. Mr. Singh has extensive experience in a variety of successful Belize-based ventures.

Mr. Singh is an Executive Director of Harthorne Capital, Inc.

The Company believes that Mr. Singh is qualified to serve as a member of the Board of Directors due to his extensive business experience.

Dr. Andrew E. Trumbach, Director. Dr. Trumbach has been a member of the Company's Board of Directors and President since November 23, 2021. Dr. Trumbach previously served as the Chief Financial Officer of the Company until his resignation on August 15, 2022, and has since been reappointed as CFO in September 2023. Since 1992, Dr. Trumbach has been a consultant providing tax, accounting and financial analysis services and accounting information systems solutions to middle market companies and family-owned businesses. From 2008 to 2014, Dr. Trumbach was a part-time Professor at Nova Southeastern University, H. Wayne Huizenga School of Business and Entrepreneurship, where he taught classes on accounting, financial management, cost accounting, and accounting information systems. He has been the part-time Chief Financial Officer of Omnia Wellness Inc. (OTCQB:OMWS) since March 2021. He was the EVP/CFO of a holding company from 2008 to 2019 that owned and operated one of the largest perfume distribution businesses operating worldwide. The company acquired and managed affiliated companies that included over 45 retail stores and a duty-free company operating airline, cruise, and retail duty free and duty paid concessions located in cruise, airport, and border locations worldwide. Prior to 2008, Dr. Trumbach spent 14 years as the CFO/CIO and Sr VP of a family-owned holding and investment company that included a portfolio that consisted of commercial, industrial, and residential real estate holdings, mining operations, outdoor advertising, publishing, polling, water and sewer utility, mobile home parks, data centers, and funeral homes. Prior to moving to industry, Dr. Trumbach spent three years working in an international accounting firm and five years in a regional firm working in public accounting in both the Caribbean and the United States. Dr. Trumbach is currently the owner of Writeup Express, Inc. and Ajuni Properties Inc. In addition to a Bachelor of Science degree in Accounting and a Master of Business Administration degree, Dr. Trumbach has earned Doctorate degrees in both Information Technology Management and Accounting. He has undertaken numerous consulting projects for major companies in the United States and the Caribbean.

Dr. Trumbach is the President, CFO and an Executive Director of Harthorne Capital, Inc.

The Company believes that Dr. Trumbach is qualified to serve as a member of the Board of Directors due to his extensive business and financial experience, including acting as executive officers and directors of other public companies.

Lisa Marie Iannitelli, Executive Vice President, Investor Relations and Director. Ms. Iannitelli has been the Company's Executive Vice President, Investor Relations and a member of the Company's Board of Directors since November 23, 2021. Ms. Iannitelli has been the CEO and President of Wentworth Capital Markets Inc. since January 2017. Prior to that, from October 2010 to December 2018, Ms. Iannitelli was Director of Investor Relations & Business Development at The Delavaco Group. From March 2005 to August 2010, she was a Compliance Officer and then was an Investment Associate, at BMO Nesbitt Burns Inc. Ms. Iannitelli is an executive director of Harthorne Capital, Inc.

The Company believes that Ms. Iannitelli is qualified to serve as a member of the Board of Directors due to her extensive investor relations experience and experience assisting real estate companies to go public.

Dr. Claude Stuart, Director. Dr. Stuart has been a member of the Company's Board of Directors since February 17, 2022. Dr. Stuart is an Adjunct Assistant Professor of Mathematics at Farmingdale State College of the State University of New York, and an instructor for the New York City Department of Education for more than the past five years. He earned a Bachelor of Science in Economics from Rider University, a Juris Doctorate from Seton Hall University School of Law, a Master of Science in Mathematics from St. John's University, and a Doctorate in Education Administration from Dowling College, New York. He is an attorney and is admitted to practice law in the New Jersey Supreme Court and Federal Court. He is also being called to the Bar in Belize. He is a trustee of the New York Annual Conference of the United Methodist Church, a not-for-profit organization, a member of the Council of Finance and Administration, and a member of the Audit Committee and the Board of Camping and Retreat Ministries. He is the Vice-President and Treasurer of Friends Supporting the Anglican Diocese of Belize Inc., a not-for-profit organization registered in the State of New York. He is also the Northeast-Regional Director of Benjamin Banneker Association, an affiliate of The National Council of Teachers in Mathematics and a member of several research and professional organizations.

The Company believes that Dr. Stuart is qualified to serve as a member of the Board of Directors due to his experience as an attorney and his education.

Dr. Narendra M. Kini, Director. Dr. Kini has been a member of the Company's Board of Directors since February 17, 2022. Dr. Kini has more than 25 years' experience as a Chief Executive Officer, Chief Medical Officer, and an ER and Trauma doctor. Dr. Kini most recently served as the Chief Medical Officer of the State of Florida COVID-19 Infectious Disease Field Hospital System where he oversaw all clinical personnel for the 9-hospital system. In that role, Dr. Kini provided training and in-servicing, ran drills with clinical staff, ensured quality patient care, and provided guidance regarding necessary equipment and supplies to treat COVID-19 patients. Prior to that, from January 2008 until June 2019, Dr. Kini served as the Chief Executive Officer for Nicklaus Children's Hospital (f/k/a Miami Children's Hospital), providing management to the 26 facilities in the system and a 309-bed hospital with 3,000 employees and 700 plus physicians. He also provided ancillary and clinical operations leadership as the Chief Medical Officer for Trinity Health, a 45-hospital, \$5 billion system. Dr. Kini also works as a consultant for innovation in digital health at KiniConsult, a company he founded in 2019. A graduate from University of Alabama and Medical College of Wisconsin, Dr. Kini has a Master of Science in Health Management to complement his Medical Doctorate degree.

The Company believes that Dr. Kini is qualified to serve as a member of the Board of Directors due to his education and experience.

Tyler Trumbach, Chief Legal Counsel and Director. Mr. Trumbach has been the Company's Chief Legal Counsel and a member of the Company's Board of Directors since February 17, 2022. Mr. Trumbach is a member of the Florida and New York bars. He graduated in 2013 from Columbia University with a B.A. in Economics and History. He was involved in various political organizations and served two terms as President of the Columbia University College Republicans. After Columbia, Mr. Trumbach attended Fordham University School of Law where he obtained his J.D. While at law school, Tyler was a member of the Urban Law Journal where he wrote a note analyzing the effects of Dodd-Frank on the current mortgage market. He was also a participant in the Fordham Criminal Defense Clinic where he represented low-income clients in the Manhattan Criminal Court with the guide of the clinic professors. He was employed as in-house legal counsel for Carolina Financial Securities LLC and since 2017, he has been the principal of the Law Offices of Tyler A. Trumbach, P.A.

Mr. Trumbach is the son of Dr. Andrew Trumbach, the Company's President, and a director.

The Company believes that Mr. Trumbach is qualified to serve as a member of the Board of Directors due to his education and experience as an attorney.

Executive Officers

Following are the name, age and other information for our executive officers. All company officers have been appointed to serve until their successors are elected and qualified or until their earlier resignation or removal. Information regarding our executive officers is set forth above under "Board of Directors."

<u>Name</u>	<u>Age</u>	<u>Titles</u>
Michael Singh	57	Chairman, Chief Executive Officer and Director
Dr. Andrew E. Trumbach	62	Director and President and CFO
Lisa-Marie Iannitelli	45	Executive Vice President, Investor Relations and Director
Tyler Trumbach	33	Chief Legal Counsel and Director

Committees of the Board of Directors

Structure and Operation of the Board

Presently, our Board of Directors maintains a standing Audit Committee that does not yet satisfy Nasdaq's definition of independence. The Company does not have a standing compensation or nominating committee. However, the full Board performs all of the functions of a standing compensation committee and nominating committee. The Board currently consists of six directors: Mr. Singh (Chairman), Dr. Trumbach, Ms. Iannitelli, Dr. Stuart, Dr. Kini and Mr. Trumbach. The following is a brief description of these functions of the Board:

Nomination of Directors

The Board does not currently have a standing nominating committee, and thus we do not have a nominating committee charter. Due to our small size and limited operations to date, the Board determined that it was appropriate for the entire Board to act as the nominating committee. The full Board currently has the responsibility of selecting individuals to be nominated for election to the Board. Board candidates are typically identified by existing directors or members of management. The Board will consider director candidates recommended by shareholders. Any such candidates will be evaluated on the same basis as other candidates being evaluated by the Board. Information with respect to such candidates should be sent to Alwaysis Capital, Inc., 3400 Lakeview Drive, Suite 100, Miramar, FL 33027; c/o Chairman. The Board considers the needs for the Board as a whole when identifying and evaluating nominees and, among other things, considers diversity in background, age, experience, qualifications, attributes and skills in identifying nominees, although it does not have a formal policy regarding the consideration of diversity.

Audit Committee

Our recently-formed Audit Committee consists of Messrs. Trumbach, Stuart and Kini. The Board has determined that Messrs. Stuart and Kini are independent, and Mr. Trumbach is an "audit committee financial expert" as defined in SEC rules, although he is not independent. The Audit Committee has not yet adopted a written charter but expects to do so.

The primary functions of the Audit Committee are to assist the Board in overseeing (i) the effectiveness of the Company's accounting and financial reporting processes and internal controls and the audits of the Company's financial statements, (ii) the qualifications, independence, appointment, retention, compensation and performance of the Company's registered public accounting firm, and (iii) the performance of the Company's internal audit department or department or person(s) having the equivalent responsibility and functions.

Because the Company's common stock is traded on the OTC Pink market, the Company is not subject to the listing requirements of any securities exchange regarding audit committee related matters.

Risk Oversight

The Board's risk oversight is administered primarily through the following:

- review and approval of an annual business plan;
- review of a summary of risks and opportunities at meetings of the Board;
- review of business developments, business plan implementation and financial results;
- oversight of internal controls over financial reporting; and
- review of employee compensation and its relationship to our business plans.

Due to the small size and early stage of the Company, we have not adopted a formal policy on whether there should be a separate Non-Executive Chairman.

Compensation Committee Related Function

The Board does not currently have a standing compensation committee, and thus we do not have a compensation committee charter. Due to our small size and limited operations to date, the Board determined that it was appropriate for the entire Board to act as the compensation committee. The full Board currently has the responsibility for reviewing and establishing compensation for executive officers and making policy decisions concerning salaries and incentive compensation for executive officers of the Company.

The Company's executive compensation program is administered by the Board, which determines the compensation of the executive officers of the Company. In reviewing the compensation of the individual executive officers, the Board intends to consider the recommendations of the executive officers, published compensation surveys and current market conditions.

Communication with Shareholders

Shareholders wishing to communicate with the Board can send an email to info@awaysiscapital.com or write or telephone to the Company's corporate offices:

Awaysis Capital, Inc.
Chairman
3400 Lakeview Drive, Suite 100
Miramar, FL 33027
Telephone: (855) 795-3311

Code of Business Conduct and Ethics

We adopted a Code of Business Conduct and Ethics that applies to, among other persons, our principal executive officers, principal financial officer, principal accounting officer or controller, and persons performing similar functions. Our Code of Business Conduct and Ethics is filed with this Annual Report on Form 10-K.

Corporate Governance

Section 16(a) Reports

Section 16(a) of the Exchange Act requires our executive officers, directors, and persons who own more than 10% of a registered class of our equity securities, to file with the SEC reports of ownership of our securities and changes in reported ownership. Executive officers, directors and greater than 10% beneficial owners are required by SEC rules to furnish us with copies of all Section 16(a) reports they file. Based solely on a review of the copies of such forms furnished to us, or written representations from the reporting persons that no Form 5 was required, we believe that, during the fiscal year ended June 30, 2023, with the exception of one untimely Form 3 for Mr. Amir Vasquez, our former CFO, and one untimely Form 4 for each of Tyler Trumbach and Narendra Kini, all Section 16(a) filing requirements applicable to our officers, directors and greater than 10% beneficial owners have been met.

Item 11. Executive Compensation.

The following table sets forth information regarding each element of compensation that was paid or awarded to the named executive officers of the Company for the periods indicated.

Name and Principal Position	Year(1)	Salary (\$)	Bonus (\$)	Stock Awards (\$)	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	All Other Compensation (\$)	Total (\$)
Michael Singh(2) CEO, President & Chairman	2023	750,000	-	-	-	-	-	750,000
	2022	8,650	-	-	-	-	-	8,650
Dr. Andrew Trumbach(3) President and Chief Financial Officer	2023	750,000	-	-	-	-	-	750,000
	2022	8,650	-	-	-	-	-	8,650
Lisa-Marie Iannitelli (4) Executive Vice President	2023	-	-	-	-	-	-	-
	2022	-	-	-	-	-	-	-
Tyler Trumbach(5) Chief Legal Counsel	2023	200,000	-	-	-	-	-	200,000
	2022	-	-	-	-	-	-	-
Amir Vasquez(6) Former CFO	2023	136,812	-	-	-	-	-	136,812
	2022	-	-	-	-	-	-	-

(1) "2023" represents the fiscal year ended June 30, 2023, and "2022" represents the fiscal year ended June 30, 2022.

(2) Mr. Singh was hired by the Company on November 23, 2021. His salary for the 2023 fiscal year has been earned but not yet paid.

(3) Dr. Trumbach was hired by the Company on November 23, 2021, as President and Chief Financial Officer. On August 15, 2022, he resigned as Chief Financial Officer of the Company but was reappointed in September 2023. His salary for the 2023 fiscal year has been earned but not yet paid.

(4) Ms. Iannitelli was hired by the Company on November 23, 2021.

(5) Mr. Trumbach was hired by the Company as an employee on February 17, 2022. His salary for the 2023 fiscal year has been earned but not yet paid.

(6) Mr. Vasquez was hired as the Company's Chief Financial Officer on August 15, 2022 and resigned from such role in or around September 2023.

Outstanding Equity Awards at Fiscal Year-End

The following table presents the outstanding equity awards held by each of the named executive officers as of the end of the fiscal year ended June 30, 2023.

Name	Option Awards				Stock Awards			
	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options Unexercisable	Option Exercise Price	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested	Market value of Shares or Units of Stock That Have Not Vested	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested
Michael Singh	11,250,000	-	\$ 0.32	02/13/2033	25,000,000	\$ 9,750,000	-	-
Andrew Trumbach	11,250,000	-	\$ 0.32	02/13/2033	25,000,000	\$ 9,750,000	-	-
Lisa-Marie Iannitelli								
Tyler Trumbach								
Amir Vasquez								

Executive Employment Agreements

Michael Singh

Pursuant to Mr. Singh's employment agreement (the "Singh Agreement") with the Company, Mr. Singh will receive an annual base salary of \$750,000 (the "Singh Base Salary"), retroactive to December 1, 2021 which was the approximate date he commenced his employment relationship with the Company. The Singh Base Salary will be reviewed on an annual basis to determine potential increases, if any, based on Mr. Singh's performance and that of the Company. The Singh Base Salary may be paid in shares of the Company's common stock or cash depending on cash availability and as agreed to by the Company and Employee.

Mr. Singh was granted (a) restricted shares of Company common stock pursuant to a Restricted Stock Agreement (the "Singh Restricted Stock Agreement") equal in value to \$500,000 and at an assumed per share value of par value, or 50,000,000 shares (the "Singh Restricted Stock"), which Singh Restricted Stock shall vest 50% on the date of grant and 50% on December 1, 2023, and (b) options to purchase an aggregate of 11,250,000 shares of the Company's common stock pursuant to a Stock Option Agreement (the "Singh Option Agreement"), at an exercise price per share equal to the fair market value of the Company's common stock on the date of grant, and which shall vest upon grant. He will also be entitled to participate in the Company's incentive plans from time to time. Upon entering into the Singh Agreement, Additionally, Mr. Singh may earn an annual bonus of up to 100%-400% of Singh Base Salary, payable based on objectives and performance in the previous fiscal year.

Mr. Singh is also entitled to customary benefits and vacation, and is subject to customary confidentiality, ownership of intellectual property, non-disparagement, non-solicitation and non-compete provisions, as described in the Singh Agreement.

The Singh Agreement may be terminated by the Company at any time without prior notice for "Cause", as defined in the Singh Agreement. Upon termination for Cause, Mr. Singh will be provided with any unpaid, earned Singh Base Salary up to the date of termination.

The Singh Agreement may be terminated at any time without Cause, and provided that Mr. Singh executes a general release, the Company shall pay to Mr. Singh an amount equal to 12-months' Singh Base Salary (the "Singh Severance") plus accrued unused vacation; provided that the Company shall not be required to pay the Singh Severance in the event the Company elects to enforce the Singh Agreement's non-competition provisions and pay salary post-termination pursuant to the terms of the Singh Agreement.

Mr. Singh can terminate the Singh Agreement and his employment at any time for any reason on 30 days prior written notice. In case of "Good Reason," as defined in the Singh Agreement, the Company shall pay to Mr. Singh the Singh Severance plus accrued unused vacation; provided that the Company shall not be required to pay the Singh Severance in the event the Company elects to enforce the Singh Agreement's non-competition provisions and pay salary post-termination pursuant to the terms of the Singh Agreement.

If Mr. Singh dies while employed under this Agreement, the Singh Agreement shall terminate immediately and the Company shall pay to his estate, any earned Singh Base Salary and accrued vacation, if any, that is unpaid up to the date of his death. The Company may terminate the Singh Agreement as a result of any mental or physical disability or illness which results in (a) Mr. Singh being unable to substantially perform his duties for a continuous period of 150 days or for periods aggregating 180 days within any period of 365 days or (b) Mr. Singh being subject to a permanent or indefinite inability to perform essential functions based on the opinion of a qualified medical provider chosen by the Company. Such termination will be effective on the date designated by the Company, and the Employee will be paid his annual Singh Base Salary, accrued vacation, if any, and certain benefits as set out in the Singh Agreement through the date of

Andrew Trumbach

Pursuant to Mr. Trumbach's employment agreement (the "Trumbach Agreement") with the Company, Mr. Trumbach will receive an annual base salary of \$750,000 (the "Trumbach Base Salary"), retroactive to December 1, 2021 which was the approximate date he commenced his employment relationship with the Company. The Trumbach Base Salary will be reviewed on an annual basis to determine potential increases, if any, based on Mr. Trumbach's performance and that of the Company. The Trumbach Base Salary may be paid in shares of the Company's common stock or cash depending on cash availability and as agreed to by the Company and Employee.

Mr. Trumbach was granted (a) restricted shares of Company common stock pursuant to a Restricted Stock Agreement (the "Trumbach Restricted Stock Agreement") equal in value to \$500,000 and at an assumed per share value of par value, or 50,000,000 shares (the "Trumbach Restricted Stock"), which Trumbach Restricted Stock shall vest 50% on the date of grant and 50% on December 1, 2023, and (b) options to purchase an aggregate of 11,250,000 shares of the Company's common stock pursuant to a Stock Option Agreement (the "Trumbach Option Agreement"), at an exercise price per share equal to the fair market value of the Company's common stock on the date of grant, and which shall vest upon grant. He will also be entitled to participate in the Company's incentive plans from time to time. Upon entering into the Trumbach Agreement, Additionally, Mr. Trumbach may earn an annual bonus of up to 100%-400% of Trumbach Base Salary, payable based on objectives and performance in the previous fiscal year.

Mr. Trumbach is also entitled to customary benefits and vacation, and is subject to customary confidentiality, ownership of intellectual property, non-disparagement, non-solicitation and non-compete provisions, as described in the Trumbach Agreement.

The Trumbach Agreement may be terminated by the Company at any time without prior notice for "Cause", as defined in the Trumbach Agreement. Upon termination for Cause, Mr. Trumbach will be provided with any unpaid, earned Trumbach Base Salary up to the date of termination.

The Trumbach Agreement may be terminated at any time without Cause, and provided that Mr. Trumbach executes a general release, the Company shall pay to Mr. Trumbach an amount equal to 12-months' Trumbach Base Salary (the "Trumbach Severance") plus accrued unused vacation; provided that the Company shall not be required to pay the Trumbach Severance in the event the Company elects to enforce the Trumbach Agreement's non-competition provisions and pay salary post-termination pursuant to the terms of the Trumbach Agreement.

Mr. Trumbach can terminate the Trumbach Agreement and his employment at any time for any reason on 30 days prior written notice. In case of "Good Reason," as defined in the Trumbach Agreement, the Company shall pay to Mr. Trumbach the Trumbach Severance plus accrued unused vacation; provided that the Company shall not be required to pay the Trumbach Severance in the event the Company elects to enforce the Trumbach Agreement's non-competition provisions and pay salary post-termination pursuant to the terms of the Trumbach Agreement.

If Mr. Trumbach dies while employed under this Agreement, the Trumbach Agreement shall terminate immediately and the Company shall pay to his estate, any earned Trumbach Base Salary and accrued vacation, if any, that is unpaid up to the date of his death. The Company may terminate the Trumbach Agreement as a result of any mental or physical disability or illness which results in (a) Mr. Trumbach being unable to substantially perform his duties for a continuous period of 150 days or for periods aggregating 180 days within any period of 365 days or (b) Mr. Trumbach being subject to a permanent or indefinite inability to perform essential functions based on the opinion of a qualified medical provider chosen by the Company. Such termination will be effective on the date designated by the Company, and the Employee will be paid his annual Trumbach Base Salary, accrued vacation, if any, and certain benefits as set out in the Trumbach Agreement through the date of termination.

Tyler Trumbach, Esq.

On July 25, 2022, we entered into an Employment Agreement with Tyler Trumbach, the Company's Chief Legal Counsel and a director.

Pursuant to the Employment Agreement, Mr. Trumbach will receive an annual base salary of \$200,000 (the "Tyler Trumbach Base Salary"), payable in shares of common stock of the Company or cash, depending on cash availability. The Tyler Trumbach Base Salary will be reviewed on an annual basis to determine potential increases, if any, based on Mr. Trumbach's performance and that of the Company. Additionally, Mr. Trumbach may earn an annual bonus of up to 200% of Tyler Trumbach Base Salary, payable based on performance in the previous fiscal year, and based on the achievement of objectives agreed to with the Company's Chief Executive Office and/or President for each fiscal year.

Mr. Trumbach is also entitled to customary benefits and vacation, and is subject to customary confidentiality, ownership of intellectual property, non-disparagement, non-solicitation and non-compete provisions, as described in the Employment Agreement.

The Employment Agreement may be terminated by the Company at any time without prior notice for “Cause”, as defined in the Employment Agreement. Upon termination for Cause, Mr. Trumbach will be provided with any unpaid, earned Base Salary up to the date of termination.

The Employment Agreement may be terminated at any time without Cause, and provided that Mr. Trumbach executes a general release, the Company shall pay to Mr. Trumbach an amount equal to 12-months’ Base Salary (the “Severance”) plus accrued unused vacation; provided that the Company shall not be required to pay the Severance in the event the Company elects to enforce the Employment Agreement’s non-competition provisions and pay salary post-termination pursuant to the terms of the Employment Agreement.

Mr. Trumbach can terminate the Employment Agreement and his employment at any time for any reason on 30 days prior written notice. In case of “Good Reason,” as defined in the Employment Agreement, the Company shall pay to Mr. Trumbach the Severance plus accrued unused vacation; provided that the Company shall not be required to pay the Severance in the event the Company elects to enforce the Employment Agreement’s non-competition provisions and pay salary post-termination pursuant to the terms of the Employment Agreement.

Mr. Trumbach will be entitled to participate in the Company’s incentive plans and shall initially be granted options to purchase 1,500,000 shares of the Company’s common stock, which have not been issued as of the date of this Annual Report on Form 10-K.

Limits on Liability and Indemnification

We provide directors and officers insurance for our current directors and officers.

Our certificate of incorporation eliminates the personal liability of our directors to the fullest extent permitted by law. The certificate of incorporation further provides that the Company will indemnify its directors to the fullest extent permitted by law.

Director Compensation

Compensation was paid by the Company to its directors in the amount of \$48,000 and \$-0- during the fiscal years ended June 30, 2023 and 2022. In consideration for their board service, we may also choose to compensate our outside directors in the form of options for each year for their continued service. We also reimburse our directors reasonable out of pocket expenses incurred in attending board meetings and in carrying out their board duties.

The following table summarizes cash and equity-based compensation information for our outside directors, for the year ended June 30, 2023:

Name	Fees earned or paid in cash	Stock Awards	Option Awards (1)	Non-Equity Incentive Plan Compensation	Nonqualified Deferred Compensation Earnings	All Other Compensation	Total
Dr. Claude Stuart(1)	\$ -	24,000	\$ -	-	-	-	\$ 24,000
Dr. Narendra Kini	\$ -	24,000	\$ -	-	-	-	\$ 24,000

(1) Such amount was earned during the fiscal year ended June 30, 2023 but has not yet been issued to Dr. Stuart.

All executive officers of the Company who are also directors received compensation, if any, for services to the Company as set forth under the summary compensation table above.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The following table shows the number of shares of our common stock beneficially owned, as October 10, 2023, by (i) each of our directors and director nominees, (ii) each of our named executive officers, (iii) all of our current directors and executive officers as a group, and (iv) all those known by us to be to a beneficial owner of more than 5% of the Company’s common stock. In general, “beneficial ownership” refers to shares that an individual or entity has the power to vote or dispose of, and any rights to acquire common stock that are currently exercisable or will become exercisable within 60 days of October 10, 2023. We calculated percentage ownership in accordance with the rules of the SEC. The percentage of common stock beneficially owned is based on 252,227,053 shares outstanding as of October 10, 2023. In addition, shares issuable pursuant to options or other convertible securities that may be acquired within 60 days of October 10, 2023 are deemed to be issued and outstanding and have been treated as outstanding in calculating and determining the beneficial ownership and percentage ownership of those persons possessing those securities, but not for any other persons.

This table is based on information supplied by each director, officer and principal stockholder of the Company. Except as indicated in footnotes to this table, the Company believes that the stockholders named in this table have sole voting and investment power with respect to all shares of Common Stock shown to be beneficially owned by them, based on information provided by such stockholders. Unless otherwise indicated, the address for each director, executive officer and 5% or greater stockholders of the Company listed is: c/o Awaysis Capital, Inc., 3400 Lakeside Drive, Suite 100, Miramar, FL 33027.

Beneficial Owner	Number of Shares Beneficially Owned	Percentage of Common Stock Beneficially Owned
Harthorne Capital, Inc.(1)	98,008,000	38.86%
Michael Singh	61,250,000(2)(3)	23.25%
Amir Vasquez	-	-%
Andrew Trumbach	61,250,000(2)(3)	23.25%
Lisa-Marie Iannitelli	-(2)	-%
Claude Stuart	-	-%
Narendra Kini(4)	70,588	*%
Tyler Trumbach(5)	333,333	*%
All current directors and executive officers as a group (7 persons)	220,911,921	80.41%

* Less than 1%.

(1) Pursuant to a Schedule 13D filed with the Securities and Exchange Commission on March 14, 2022, Harthorne Capital, Inc. (“Harthorne”) operates as a holding entity for Mr. Singh and Dr. Trumbach’s initial investments in the Company. Additionally, each of Mr. Singh, Dr. Trumbach and Ms. Iannitelli are Executive Directors of Harthorne. Each of Mr. Singh, Dr. Trumbach and Ms. Iannitelli disclaims beneficial ownership of all such securities except to the extent of his or her pecuniary interest therein.

(2) Does not include shares held by Harthorne. See Footnote (1) above.

(3) Includes options to purchase 11,250,000 shares of common stock. Also includes 25,000,000 shares subject to forfeiture through December 1, 2023.

(4) Such shares are owned indirectly through Lucky International Limited Corp., of which Mr. Kini has voting and dispositive control.

(5) Such shares are owned indirectly through River Rock Holdings, Inc., of which Mr. Trumbach has voting and dispositive control.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

Related Person Transaction

The Board intends to implement a policy to review, approve and oversee any transaction between us and any related person and any other potential conflict of interest situations on an ongoing basis, and develops policies and procedures for the approval of related party transactions. Prior to consideration of a transaction with a related person, the material facts as to the related person’s relationship or interest in the transaction would be disclosed to the disinterested directors. The transaction would not be approved unless a majority of the members of the Board who are not interested in the transaction approve the transaction. The Board intends to take into account, among other factors that it deems appropriate, whether the related person transaction is on terms no less favorable to us than terms generally available in a transaction with an unrelated third-party under the same or similar circumstances and the extent of the related person’s interest in the related person transaction.

Each of Mr. Singh, Dr. Trumbach and Ms. Iannitelli are Executive Directors of Harthorne, the owner of approximately 38.7% of the issued and outstanding shares of common stock of the Company.

During the fiscal years ended June 30, 2023 and 2022, Harthorne advanced \$255,489 and \$12,497, respectively, relating to costs paid on behalf of the Company.

Tyler Trumbach, a director of the Company and its Chief Legal Officer, performed certain general counsel and legal services for the Company through The Law Offices of Tyler A. Trumbach, P.A., and in September 2022, received through his holding company River Rock Holdings, Inc., 333,333 shares of the Company’s common stock as payment in full for \$50,000 of legal services provided by such firm.

Family Relationships

Tyler Trumbach, the Company’s Chief Legal Counsel and a director, is the son of Dr. Andrew Trumbach, the president and a director of the Company. There are no other familial relationships between any of our officers and directors.

Apart from the disclosures set forth under this Item 13, there have been no related party transactions, or any other transactions or relationships required to be disclosed pursuant to Item 404 of Regulation S-K.

Director Independence

We use the definition of “independence” of The NASDAQ Stock Market to make this determination. NASDAQ Listing Rule 5605(a)(2) provides that an “independent director” is a person other than an officer or employee of the company or any other individual having a relationship, which, in the opinion of the Company’s Board, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The NASDAQ listing rules provide that a director cannot be considered independent if:

- The director is, or at any time during the past three years was, an employee of the company;
- The director or a family member of the director accepted any compensation from the company in excess of \$120,000 during any period of 12 consecutive months within the three years preceding the independence determination (subject to certain exclusions, including, among other things, compensation for board or board committee service);
- A family member of the director is, or at any time during the past three years was, an executive officer of the company;

- The director or a family member of the director is a partner in, controlling shareholder of, or an executive officer of an entity to which the company made, or from which the company received, payments in the current or any of the past three fiscal years that exceed 5% of the recipient's consolidated gross revenue for that year or \$200,000, whichever is greater (subject to certain exclusions);
- The director or a family member of the director is employed as an executive officer of an entity where, at any time during the past three years, any of the executive officers of the company served on the compensation committee of such other entity; or
- The director or a family member of the director is a current partner of the company's outside auditor, or at any time during the past three years was a partner or employee of the company's outside auditor, and who worked on the company's audit.

Under such definitions, two of our directors can be considered independent.

Item 14. Principal Accountant Fees and Services.

The Board of Directors has reviewed and discussed the audited consolidated financial statements of Awaysis Capital, Inc. for the fiscal year ended June 30, 2023, with management and have reviewed related written disclosures of Moore Belize LLP, our independent accountants of the matters required to be discussed by SAS 114 (Codification of Statements on Auditing Standards, AU Section 380), as amended, with respect to those statements. We have reviewed the written disclosures and the letter from Moore Belize LLP required by regulatory and professional standards and have discussed with Moore Belize LP its independence in connection with its audit of our most recent financial statements. Based on this review and these discussions, the Board of Directors recommends that the financial statements be included in this Form 10-K for the fiscal year ended June 30, 2023.

We have also reviewed the various fees that we paid or accrued to our auditors, BF Borgers CPA PC, Moore Assurance SAS, Columbia, and Moore Belize LP during the year ended June 30, 2023, and 2022 for services they rendered in connection with our annual audits and quarterly reviews, as well as for any other non-audit services they rendered.

The following table shows the fees for professional services rendered by BF Borgers CPA PC, Moore Assurance S.A.S. and Moore Belize LP for the audit of our financial statements for the years ended June 30, 2023, and 2022 and fees billed for other services rendered by BF Borgers CPA PC and Moore Belize LP during those periods:

	2023	2022
Audit Fees	\$ 18,000	\$ 0
Audit Related Fees	\$ 6,000	\$ 5,500
Tax Fees	\$ 0	\$ 0
All Other Fees	\$ 0	\$ 0
Total	\$ 24,000	\$ 5,500

Audit fees consist of fees billed for professional services rendered for the audit of our financial statements that are normally provided by the above auditors in connection with statutory and regulatory filings or engagements. Audit-related fees consist of fees billed for professional services rendered for the review of SEC filings or review in quarterly reports and services that are normally provided by the above auditors in connection with statutory and regulatory filings. Tax fees consist of fees to prepare the Company's federal and state income tax returns. Other fees relate to advisory services related research on accounting or other regulatory matters.

Pre-Approval Policies and Procedures

We have not adopted a policy on pre-approval of audit and permissible non-audit services.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) The following documents are filed as part of this Annual Report on Form 10-K:

(1) Financial Statements:

The financial statements are filed as part of this Annual Report on Form 10-K commencing on page F-1 and are hereby incorporated by reference.

(2) Financial Statement Schedules:

The financial statement schedules are omitted as they are either not applicable or the information required is presented in the financial statements and notes thereto.

(3) Exhibits:

The documents set forth below are filed herewith or incorporated by reference to the location indicated.

Exhibit Number	Description of Document
3.1	Articles of Incorporation (1)
3.2	Certificate of Amendment of Certificate of Incorporation (1)
3.3	Certificate of Amendment to its Articles of Incorporation (2)
3.4	By-Laws (1)
10.1*	2022 Omnibus Performance Award Plan (3)
10.2	Agreement of Purchase and Sale, dated as of April 15, 2022, by and between JV Group, Inc. and Curah Capital Corporation (4)
10.3	Agreement of Purchase and Sale, dated as of April 15, 2022, by and between JV Group, Inc. and Agorapyth X Corporation (4)
10.4	Agreement of Purchase and Sale, dated as of April 15, 2022, by and between JV Group, Inc. and Abraxas Corporation (4)
10.5*	Employment Agreement with Tyler Trumbach (5)
10.6*	Employment Agreement with Michael Singh
10.7*	Employment Agreement with Andrew Trumbach
10.8*	Restricted Stock Agreement with Michael Singh
10.9*	Restricted Stock Agreement with Andrew Trumbach
10.10*	Stock Option Agreement with Michael Singh
10.11*	Stock Option Agreement with Andrew Trumbach
10.12	Demand Promissory Note dated June 30, 2022 with Curah Capital Corporation (7)
10.13	Demand Promissory Note dated June 30, 2022 with Abraxas Corporation (7)
14.1	Code of Business Conduct and Ethics (7)
21.1	Subsidiaries of the Registrant (7)
31.1	Certification Pursuant to Securities Exchange Act Rule 13(a)-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification Pursuant to Securities Exchange Act Rule 13(a)-14(a), as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	Inline XBRL Instance - The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema.
101.CAL	Inline XBRL Taxonomy Extension Calculation.
101.DEF	Inline XBRL Taxonomy Extension Definition.
101.LAB	Inline XBRL Taxonomy Extension Labels.
101.PRE	Inline XBRL Taxonomy Extension Presentation.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

*Indicates Management contract or compensatory plan or arrangement

- (1) Incorporated by reference from the exhibit included in the Company's Registration Statement on Form 10 filed with the SEC dated August 2, 2021.
- (2) Incorporated by reference from the exhibit included in the Company's Current Report on Form 8-K filed with the SEC on May 23, 2022.
- (3) Incorporated by reference from Appendix B of the Information Statement on Schedule 14C filed with the SEC on March 4, 2022.
- (4) Incorporated by reference from the exhibit included in the Company's Current Report on Form 8-K filed with the SEC on April 21, 2022.
- (5) Incorporated by reference from the exhibit included in the Company's Current Report on Form 8-K filed with the SEC on July 29, 2022.
- (6) Incorporated by reference from the exhibit included in the Company's Current Report on Form 8-K filed with the SEC on August 16, 2022.
- (7) Incorporated by reference from the exhibit included in the Company's Annual report for the fiscal year ended June 30, 2022.

Item 16. Form 10-K Summary

None

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

AWAYSIS CAPITAL, INC.

/s/ Michael Singh

Michael Singh
Chairman and Chief Executive Officer
Dated: October 16, 2023

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<i>/s/ Michael Singh</i> Michael Singh	Chairman and Chief Executive Officer (Principal Executive Officer)	October 16, 2023
<i>/s/ Andrew Trumbach</i> Andrew Trumbach	President, Chief Financial Officer and Director (Principal Financial and Accounting Officer)	October 16, 2023
<i>/s/ Lisa-Marie Iannitelli</i> Lisa-Marie Iannitelli	Executive Vice President and Director	October 16, 2023
<i>/s/ Claude Stuart</i> Claude Stuart	Director	October 16, 2023
<i>/s/ Narendra Kini</i> Narendra Kini	Director	October 16, 2023
<i>/s/ Tyler Trumbach</i> Tyler Trumbach	Chief Legal Counsel and Director	October 16, 2023

Awaysis Capital, Inc.

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Report of Independent Registered Public Accounting Firm

To the shareholders and the board of directors of Awaysis Capital, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Awaysis Capital, Inc. and subsidiaries (the Company) as of June 30, 2023, the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for the years then ended, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of June 30, 2023, and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States.

The financial statements of the Company as of June 30, 2022 and for the year then ended were audited by other auditors whose report dated November 4, 2023, on those statements included an explanatory paragraph that described the substantial doubt about the Company's ability to continue as a going concern discussed in Note 3 to the financial statements

Substantial Doubt about the Company's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the financial statements, the Company has suffered recurring losses from operations and has a significant accumulated deficit. In addition, the Company continues to experience negative cash flows from operations. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 3. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audit provides a reasonable basis for our opinion.

Critical Audit Matter

Critical audit matters are matters arising from the current-period audit of the financial statements that were communicated or required to be communicated to the audit committee and that (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments.

We determined that there are no critical audit matters.

Moore Belize LLP.

We have served as the Company's auditor since 2023.

Moore Belize LLP (PCAOB ID 6999)

Belize City Belize CA

October 14, 2023

Reynaldo Magaña is a licensed practicing member of the Institute of Chartered Accountants of Belize and a Licensed CPA of the State of Florida and Michigan and is duly authorized to carry out company audit work in Belize and the United States. Moore Belize LLP is registered with the PCAOB with ID 6999.

An independent member firm of Moore Global Network Limited - members in principal cities throughout the world.

Awaysis Capital, Inc.
(formerly known as JV Group, Inc.)
Consolidated Balance Sheets

	<u>Year Ended</u> <u>June 30, 2023</u>	<u>Year Ended</u> <u>June 30, 2022</u>
	(Audited)	(Audited)
ASSETS		
Current assets		
Cash	\$ 79	\$ 481,965
Prepaid expenses	17,201	2,500
Inventory	11,323,226	11,409,500
Total current assets	<u>11,340,506</u>	<u>11,893,965</u>
Non-current assets		
Fixed assets, net	49,028	22,145
Security deposit	14,500	-
Operating lease right-of-use	328,976	-
Total non-current assets	<u>392,504</u>	<u>22,145</u>
Total Assets	<u>\$ 11,733,010</u>	<u>\$ 11,916,110</u>
<u>Liabilities and Stockholders' Equity</u>		
Current liabilities:		
Accounts payable	44,860	41,970
Accrued expenses	\$ 118,860	\$ -
Due to related parties	2,834,323	12,497
Notes payable	2,600,000	2,880,000
Total current liabilities	<u>5,598,043</u>	<u>2,934,467</u>
Operating lease liabilities	251,214	-
Total non-current liabilities	<u>251,214</u>	<u>-</u>
Total liabilities	<u>5,849,257</u>	<u>2,934,467</u>
Stockholders' equity:		
Preferred stock - 25,000,000 shares authorized \$0.01 par value none issued and outstanding at June 30, 2023 and June 30, 2022, respectively	-	-
Common stock – 1,000,000,000 shares authorized \$0.01 par value issued and outstanding common shares at June 30, 2023 and June 30, 2022 were 252,227,053 and 99,748,541, respectively	2,522,271	997,486
Common stock subscribed – \$0.01 par value subscribed common shares at June 30, 2023 and June 30, 2022 were 943,000 and 58,056,334, respectively	9,430	580,563
Additional paid-in capital	9,844,510	9,850,605
Accumulated deficit	(5,549,457)	(1,254,011)
Subscription receivable	(943,000)	(1,193,000)
Total stockholders' equity	<u>5,883,754</u>	<u>8,981,643</u>
Total Liabilities and Stockholders Equity	<u>11,733,010</u>	<u>11,916,110</u>

See notes to audited consolidated financial statements

Awaysis Capital, Inc.
(formerly known as JV Group, Inc.)
Consolidated Statements of Operations
(Audited)

	<u>Year Ended June 30, 2023</u>	<u>Year Ended June 30, 2022</u>
Revenue	\$ 107,760	\$ -
Operating expenses		
Sales and marketing	91,319	49,269
General and administrative	4,312,499	190,582
Total operating expenses	<u>4,403,818</u>	<u>239,851</u>
Loss from operations	(4,296,058)	(239,851)
Other (income) expense		
Other Income	(612)	-
Total other (income) expense	<u>(612)</u>	<u>-</u>
Net loss before income taxes	(4,295,446)	(239,851)
Income taxes		
Net loss	<u>\$ (4,295,446)</u>	<u>\$ (239,851)</u>
Basic and diluted per common share amounts:		
Basic and diluted net loss	<u>\$ (0.03)</u>	<u>\$ (0.00)</u>
Weighted average number of common shares outstanding (basic and diluted)	162,781,188	98,958,324

See notes to audited consolidated financial statements

Awaysis Capital, Inc.
(formerly known as JV Group, Inc.)
Consolidated Statements of Changes in Stockholders' Equity
For the Years Ended June 30, 2023, and 2022
(Audited)

	<u>Common Stock Shares</u>	<u>Common Stock Par Value</u>	<u>Common Stock Subscribed</u>	<u>Subscription Receivable</u>	<u>Additional Paid-in Capital</u>	<u>Accumulated Deficit</u>	<u>Total</u>
Balance, June 30, 2021	98,879,655	\$ 988,797	\$ -	\$ -	\$ -	\$ (1,014,160)	\$ (25,363)
Additional paid in capital					\$ 49,620		\$ 49,620
Shares issued for professional Services	243,886	\$ 2,439	\$ -	\$ -	\$ 40,297	\$ -	\$ 42,736
Shares issued at \$1.00	625,000	\$ 6,250	\$ -	\$ -	\$ 618,750	\$ -	\$ 625,000
Shares subscribed for purchase of asset	56,863,334	\$ -	\$ 568,633	\$ -	\$ 7,960,867	\$ -	\$ 8,529,500
Shares subscribed at \$1.00	1,193,000	\$ -	\$ 11,930	\$ (1,193,000)	\$ 1,181,070	\$ -	\$ -
Net Income (Loss)	-	-	-	-	-	(239,851)	(239,851)
Balance, June 30, 2022	157,804,875	997,486	580,563	(1,193,000)	9,850,605	(1,254,011)	8,981,643
Balance, June 30, 2022	157,804,875	\$ 997,486	\$ 580,563	\$ (1,193,000)	\$ 9,850,605	\$ (1,254,011)	\$ 8,981,643
Shares issued for professional Services	475,387	\$ 4,755	\$ -	\$ -	\$ 107,802	\$ -	\$ 112,557
Shares issued at \$1.00	100,000	\$ 1,000	\$ -	\$ -	\$ 99,000	\$ -	\$ 100,000
Restricted Stock awards	100,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Shares subscribed adjustment on acquisition	(5,210,209)	\$ 516,530	\$ (568,633)	\$ -	\$ (212,897)	\$ -	\$ (265,000)
Decrease in subscriptions	-	\$ 2,500	\$ (2,500)	\$ 250,000	\$ -	\$ -	\$ 250,000
Net Income (Loss)	-	\$ -	\$ -	\$ -	\$ -	\$ (4,295,446)	\$ (4,295,446)
Balance, June 30, 2023	<u>253,170,053</u>	<u>2,522,271</u>	<u>9,430</u>	<u>(943,000)</u>	<u>9,844,510</u>	<u>(5,549,457)</u>	<u>5,883,754</u>

See notes to audited consolidated financial statements

Awaysis Capital, Inc.
(Formerly JV Group, Inc.)
Consolidated Statements of Cash Flows
(Audited)

	Year End June 30, 2023	Year End June 30, 2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	\$ (4,295,446)	\$ (239,851)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	\$ 2,747	
Stock based compensation	\$ 112,557	42,736
Restricted stock awards	\$ 1,000,000	-
Amortization of operating lease right-of-use	\$ 52,869	-
Changes in operating assets and liabilities:		
(Increase) in prepaid expenses	\$ (14,701)	(2,500)
Decrease in Inventory expenses	\$ 86,275	
(Increase) in security deposit	\$ (14,500)	-
Increase in due to related party	\$ 2,821,826	-
Increase in accounts payable	\$ 2,890	-
Increase in accrued expenses	\$ 118,860	41,970
(Decrease) in operating lease liabilities	\$ (130,631)	-
Net cash used in operating activities	<u>\$ (257,255)</u>	<u>(157,645)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of fixed assets	\$ (54,631)	(22,145)
Sale of fixed assets	25,000	-
Net cash used in investing activities	<u>\$ (29,631)</u>	<u>(22,145)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Increase in related party advances, net	\$ -	12,497
Payment of note payable	\$ (280,000)	-
Net proceeds from sale of equity	\$ 85,000	649,258
Net cash provided by financing activities	<u>\$ (195,000)</u>	<u>661,755</u>
Net (decrease) in cash	\$ (481,886)	481,965
Cash - beginning of year	\$ 481,965	-
Cash - end of year	<u>\$ 79</u>	<u>481,965</u>
Supplemental disclosures of cash flow information		
Non-cash investing and financing activities:		
Inventory acquired from debt and stock issuance	\$ -	\$ 11,409,500
Expenses paid directly by officer on behalf of the Company	\$ -	\$ 12,497

See notes to audited consolidated financial statements

Awaysis Capital, Inc.
Notes to the Consolidated Financial Statements

1. NATURE OF OPERATIONS

Nature of Business

Awaysis Capital, Inc. (formerly known as JV Group, Inc.), a Delaware corporation, (“Awaysis”, “JV Group”, “the Company”, “we”, “us” or “our”) is a publicly quoted operating company. We are a vacation rental company focused on acquisition, construction, selling and managing rentals of residential vacation home communities in desirable travel destinations. We seek to create value through the targeting and acquisition, development, and up-cycling, rebranding, and repositioning of currently undervalued residential/resort communities in global travel destinations, with the intention to relaunch these assets under the “Awaysis” brand with the goals of creating a network of residential and resort enclave communities that will optimize revenues, providing attractive returns to investors and exceptional vacation experiences to travelers.

Company History

JV Group was formed in Delaware on September 29, 2008 under the name ASPI, Inc.

On May 18, 2022, we changed our name from JV Group, Inc. to Awaysis Capital, Inc. In connection with this name change, we changed our ticker symbol from “ASZP” to “AWCA” and effective May 25, 2022, we began trading on the OTC Market under our new symbol.

In December 2021, we formed a wholly owned subsidiary, Awaysis Capital, LLC, a Florida single member limited liability corporation to hold the office lease and to become the master payroll company for Awaysis Capital Inc.

We also formed a wholly owned subsidiary, Awaysis Casamora Limited, a Belize single member limited liability corporation to hold the title to the acquisition of the Casamora assets.

From October 2015 to February 2022, we were a publicly quoted shell company seeking to merge with an entity with experienced management and opportunities for growth in return for shares of our common stock to create values for our shareholders. In February 2022, the Board of Directors of the Company determined to pursue a business strategy of acquiring, developing and managing residential vacation home communities in desirable travel destinations.

The Company’s principal executive office is located at 3400 Lakeside Drive, Suite 100, Miramar, FL 33027 and its main number is 855-795-3377. The Company’s website address is www.awaysisgroup.com.

2. SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The summary of significant accounting policies is presented to assist in the understanding of the consolidated financial statements. These policies conform to GAAP and have been consistently applied. The Company has selected June 30 as its financial year end. The Company did not earn any revenue during the fiscal year ended June 30, 2022, and has earned \$107,760 of revenue during the fiscal year ended June 30, 2023.

Principals of Consolidation

The consolidated financial statements include accounts of the Company’s wholly-owned subsidiaries Awaysis Capital, LLC, Awaysis Cove Limited, Awaysis Chial Limited and Awaysis Casamora Limited. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

We maintain cash balances in a non-interest-bearing account and unrestricted cash in escrow that currently does not exceed federally insured limits. For the purpose of the statements of cash flows, all highly liquid investments with a maturity of three months or less are considered to be cash equivalents. As of June 30, 2022, our cash balance was \$481,965 and as of June 30, 2023 our cash balance was \$79. The Company will hold payments made by guest in advance of reservations in a restricted escrow accounts until the rescission period expires in accordance with U.S. state regulations.

Fair Value Measurements

ASC Topic 820, Fair Value Measurements and Disclosures (“ASC 820”), provides a comprehensive framework for measuring fair value and expands disclosures which are required about fair value measurements. Specifically, ASC 820 sets forth a definition of fair value and establishes a hierarchy prioritizing the inputs to valuation techniques, giving the highest priority to quoted prices in active markets for identical assets and liabilities and the lowest priority to unobservable value inputs. ASC 820 defines the hierarchy as follows:

Level 1 – Quoted prices are available in active markets for identical assets or liabilities as of the reported date. The types of assets and liabilities included in Level 1 are highly liquid and actively traded instruments with quoted prices, such as equities listed on the New York Stock Exchange.

Level 2 – Pricing inputs are other than quoted prices in active markets but are either directly or indirectly observable as of the reported date. The types of assets and liabilities in Level 2 are typically either comparable to actively traded securities or contracts or priced with models using highly observable inputs.

Level 3 – Significant inputs to pricing that are unobservable as of the reporting date. The types of assets and liabilities included in Level 3 are those with inputs requiring significant management judgment or estimation, such as complex and subjective models and forecasts used to determine the fair value of financial transmission rights.

Our financial accounts consist of prepaid expenses, accounts payable, accounts payable due to related parties and note payable. The carrying amount of our prepaid expenses, accounts payable, accounts payable - related party and note payable – related party approximate their fair values because of the short-term maturities.

Related Party Transactions

A related party is generally defined as (i) any person that holds 10% or more of our membership interests including such person’s immediate families, (ii) our management, (iii) someone that directly or indirectly controls, is controlled by or is under common control with us, or (iv) anyone who can significantly influence our financial and operating decisions. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

Fixed Assets

Fixed assets are carried at cost less accumulated depreciation and amortization. Depreciation is computed using the straight-line method over the estimated useful lives. The fixed assets include property, equipment and software which ownership is maintained by the Company.

Leases

The Company adopted Accounting Standards Update (“ASU”) 2016-02, Leases (Topic 842), and all related amendments on January 1, 2022, on a modified retrospective basis. Under Topic 842, the Company determines if an arrangement is or contains a lease at inception. A contract is or contains a lease if it conveys the right to control the use of an identified asset for a period of time in exchange for consideration. The lease term includes options to extend the lease when it is reasonably certain that the Company will exercise that option and when doing so is at the Company’s sole discretion. The Company has elected the short-term lease exception for all classes of assets, and therefore has not applied the recognition requirements of Topic 842 to leases of 12 months or less. The Company has also elected the practical expedient to not separate lease and non-lease components for all classes of assets. The Company’s classes of assets that are leased include real estate leases and equipment leases. Real estate leases typically pertain to the Company’s corporate office locations, field operation locations, or vacation properties whereby the Company takes control of a third party’s property during the lease period for the purpose of renting the property on a short-term basis.

The Company recognizes lease expense on a straight-line basis over the lease term. The Company's lease agreements may contain variable costs such as common area maintenance, operating expenses or other costs. Variable lease costs are expensed as incurred on the consolidated statements of operations.

We determine if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use ("ROU") as assets, operating lease non-current liabilities, and operating lease current liabilities in our balance sheet. Finance leases are property and equipment, other current liabilities, and other non-current liabilities in the balance sheet.

ROU assets represent the right to use an asset for the lease term and lease liability represent the obligation to make lease payment arising from the lease. Operating lease ROU assets and liabilities are recognized at the commencement date based on the present value of lease payments over lease term. As most of the leases doesn't provide an implicit rate, we generally use the incremental borrowing rate on the estimated rate of interest for collateralized borrowing over a similar term of the lease payments at commencement date. The operating ROU asset also includes any lease payments made and exclude lease incentives. Lease expense for lease payment is recognized on a straight-line basis over lease term.

We were party to an operating lease agreement which commenced during the fiscal year ended June 30, 2023, We were not party to an operating lease agreement at June 30, 2022. See Note 8 below for details of lessee leases.

Income Taxes

The Company accounts for income taxes under Section 740-10-30 of the FASB Accounting Standards Codification. Deferred income tax assets and liabilities are determined based upon differences between the financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the statements of operations in the period that includes the enactment date.

The Company adopted section 740-10-25 of the FASB Accounting Standards Codification ("Section 740-10-25"). Section 740-10-25 addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under Section 740-10-25, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent (50%) likelihood of being realized upon ultimate settlement. Section 740-10-25 also provides guidance on de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures.

The estimated future tax effects of temporary differences between the tax basis of assets and liabilities are reported in the accompanying balance sheets, as well as tax credit carry-backs and carry-forwards. The Company periodically reviews the recoverability of deferred tax assets recorded on its balance sheets and provides valuation allowances as management deems necessary.

Management makes judgments as to the interpretation of the tax laws that might be challenged upon an audit and cause changes to previous estimates of tax liability. In addition, the Company operates within multiple taxing jurisdictions and is subject to audit in these jurisdictions. In management's opinion, adequate provisions for income taxes have been made for all years. If actual taxable income by tax jurisdiction varies from estimates, additional allowances or reversals of reserves may be necessary.

Revenue Recognition

Revenue Recognition Standard, ASC 606 is used by the Company to recognize revenue. ASC 606 standards were jointly issued by the Financial Accounting Standards Board (FASB) and the International Accounting Standards Board (IASB). Revenues are recognized when control of the promised goods or services are transferred to a customer, in an amount that reflects the consideration that the Company expects to receive in exchange for those goods or services. The total booking value is generally due prior to the commencement of the reservation. The total booking value collected in advance of the reservation is recorded on the balance sheets as funds payable to owners, hospitality and sales taxes payable and deferred revenue in the amount obligated to the homeowner, the taxing authority, and the Company, respectively.

The Company applies the following five steps in order to determine the appropriate amount of revenue to be recognized as it fulfills its obligations under each of its agreements:

Step 1: Identify the contract(s) with customers

Step 2: Identify the performance obligations in the contract

Step 3: Determine the transaction price

Step 4: Allocate the transaction price to performance obligations

Step 5: Recognize revenue when the entity satisfies a performance obligation

The Company is a development stage corporation. We have identified certain revenue streams during the development stage.

The Company currently derives its revenue primarily from the short-term unit rentals of sold and unsold inventory at the resort we own and manage.

Revenue from rentals is recognized over the period in which a guest completes a stay.

Revenue recognized from rentals was \$72,460 for the fiscal year ended June 30, 2023.

Other services consist of revenue derived from our real estate brokerage and other related services.

Revenue recognized from these other services was \$35,300 for the fiscal year ended June 30, 2023.

Other Services

In addition to providing vacation rental platform services, the Company provides other services including real estate brokerage and management services to the home owners associations. The purpose of these services is to attract and retain homeowners as customers of the Company's vacation rental platform. As such, the Company enters into an exclusive rental management contract with each home owners associations it controls. Under the real estate brokerage services, the Company assists home buyers and sellers in listing, marketing, selling and finding homes. Real estate commissions earned by the Company's real estate brokerage business are recorded as revenue at a point in time which is upon the closing of a real estate transaction (i.e., purchase or sale of a home). The commissions the Company pays to real estate agents are recognized concurrently with associated revenues and presented as cost of revenue in the consolidated statements of operations. Under the home owners association management services, the Company provides common area property management, community governance, and association accounting services to community and homeowner associations in exchange for a management fee and other incrementally billed services. The services represent an individual performance obligation in which the Company has determined it is primarily responsible. Revenue is recognized over time as services are rendered for the management fee and incrementally billed services are recognized at a point in time.

Inventory

New real estate inventory is carried at the lower of cost or net realizable value. The cost of finished inventories determined on the specific identification method is removed from inventories and recorded as a component of cost of sales at the time revenue is recognized. In addition, an allocation of depreciation and amortization is included in cost of goods sold. Under the specific identification method, if finished real estate inventory can be sold for a profit there is no basis to write down the inventory below the lower of cost or net realizable value.

Inventory of real estate under construction was \$11,323,226 and \$11,409,500 as of June 30, 2023 and 2022, respectively.

Financial Instruments

Fair Value of Financial Instruments - From inception, the Company adopted ASC 820, Fair Value Measurements and Disclosures, which provides a framework for measuring fair value under GAAP. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The standard also expands disclosures about instruments measured at fair value and establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

- Level 1: Quoted prices for identical assets and liabilities in active markets.
- Level 2: Quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; and model-derived valuations in which all significant inputs and significant value drivers are observable in active markets; and
- Level 3: Valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The carrying amounts of financial instruments including cash, accounts payable, warrant liability and notes payable approximated fair value as of June 30, 2023, and 2022 due to the relatively short maturity of the respective instruments.

Advertising and Marketing Costs

We expense advertising costs when advertisements occur. Advertising for the Company consists primarily of the creation and marketing of the Awaysis brand guideline, logo, wordmark, tagline, and website. Advertising expenses amounted to approximately \$10,612 and \$44,800 as of June 30, 2023 and June 30, 2022, respectively.

Stock Based Compensation

The cost of equity instruments issued to employees and non-employees in return for goods and services is measured by the grant date fair value of the equity instruments issued in accordance with ASC 718, Compensation – Stock Compensation. The related expense is recognized as services are rendered or vesting periods elapse.

Stock-based compensation of \$112,557 and \$42,736 was issued for services during the fiscal years ended June 30, 2023 and 2022, respectively, and is included in the General and Administrative expenses in the Consolidated Statements of Operations.

Net Loss per Share Calculation

Basic earnings (loss) per common share (“EPS”) is computed by dividing net income (loss) available to common stockholders by the weighted-average number of common shares outstanding for the period. Diluted earnings (loss) per share is computed by dividing net income (loss) by the weighted average shares outstanding, assuming all dilutive potential common shares were issued. Dilutive loss per share excludes all potential common shares if their effect is anti-dilutive.

No potentially dilutive debt or equity instruments were issued or outstanding during the fiscal years ended June 30, 2023 and 2022.

Recently Issued Accounting Pronouncements

As of June 30, 2023, there were several new accounting pronouncements issued by the Financial Accounting Standards Board. Each of these pronouncements, as applicable, has been or will be adopted by the Company. Management does not believe the adoption of any of these accounting pronouncements has had or will have a material impact on the Company’s consolidated financial statements.

3. GOING CONCERN

The Company adopted Accounting Standards Update No. 2014-15, “Presentation of Financial Statements—Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern (“ASU 2014-15”). The Company’s financial statements have been prepared assuming that it will continue as a going concern, which contemplates continuity of operations, realization of assets, and liquidation of liabilities in the normal course of business. As reflected in the financial statements, the Company had an accumulated deficit at June 30, 2023 and 2022, a net loss and net cash used in operating activities for the reporting periods then ended. As of the fiscal years ended June 30, 2023 and 2022, it has cash in the amount of \$79 and \$481,965, respectively. As of June 30, 2023 and 2022, the Company has executed subscription to be funded in the amount of \$943,000 and \$1,193,000, respectively.

The Company is commencing operations and seeking to generate sufficient revenue to support its current basic operations for at least the next 12 months; however, the Company’s cash position is not sufficient to support the Company’s - strategy. While the Company believes in the viability of its strategy to commence operations and generate sufficient revenue to further develop its first properties through presales, there can be no assurances to that effect. The ability of the Company to continue as a going concern is dependent upon the Company’s ability to further implement its business plan, generate sufficient revenue through presales or otherwise, and its ability to raise additional funds by way of private offering or debt. The financial statements do not include any adjustments related to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

4. FIXED ASSETS

The carrying basis and accumulated depreciation of fixed assets at June 30, 2023 and 2022 is as follows:

	<u>Useful Lives</u>	<u>June 30, 2023</u>	<u>June 30, 2022</u>
Furniture and fixtures	7 years	\$ 15,017	\$ 0
Computer and equipment	5 years	5,631	0
Machinery	5 years	5,000	0
Software	3 years	26,127	22,145
Less depreciation and amortization		(2,747)	0
Total fixed assets, net		<u>\$ 49,028</u>	<u>22,145</u>

5. ACCOUNTS PAYABLE AND ACCRUED EXPENSES

As of June 30, 2023 and 2022, the balance of accounts payable was \$44,860 and \$29,375, respectively, and related primarily to expenses relating to SEC filings, outstanding legal expenses and share transfer expenses.

As of June 30, 2023 and 2022, the balance of accrued expenses was \$118,860 and \$0-, respectively, and related primarily to expenses relating to salary and payroll accrual for development and administration team.

The current portion of operating lease liabilities of \$87,465 is included in the accrued expenses as of June 30, 2023.

6. DUE TO RELATED PARTIES

As of June 30, 2023 and 2022, the balance of due to related parties was \$2,834,323 and \$12,497, respectively, and related to both costs paid on behalf of the Company and funding to the Company by an entity controlled by two of our directors, and other related party members

On February 13, 2023, the Company entered into compensation agreements with certain executive officers and directors of the Company and as a result, approximately \$2,500,000 in salary compensation is included in the related party as of June 30, 2023.

7. NOTES PAYABLE

The Company has notes payable as of June 30, 2023 and 2022 in the amount of approximately \$2,600,000 and \$2,880,000, respectively.

On June 30, 2022, the Company purchased from a non-related party, real estate asset appraised at \$11,409,500 and executed two unsecured demand promissory notes bearing annual interest rates of 0%. The first is for \$2,600,000 and the second was in the amount of \$280,000. This second note was subsequently fully paid on August 8, 2022.

8. OPERATING LEASES - LESSEE

The Company has an operating lease for office space, with a term of 5 years. As of June 30, 2023, the Company did not have any additional material operating leases that were entered into, but not yet commenced.

The maturity schedule of future minimum lease payments under operating leases and the reconciliation to the operating lease liabilities reported on the

Consolidated Balance Sheets was as follows:

	<u>June 30, 2023</u>
2024	\$ 87,465
2025	89,003
2026	90,588
2027	92,220
Thereafter	31,113
Total operating lease payments	<u>390,389</u>
Present value adjustment	(53,615)
Total operating lease liabilities	<u>\$ 336,774</u>

The total operating lease liability amount consists of current and long-term portion of operating lease liabilities of \$87,465 and \$251,214, respectively.

Operating lease costs were \$73,208 and \$0 for the fiscal years ended June 30, 2023 and 2022, respectively.

The following table summarizes the weighted-average remaining lease term and weighted-average discount rate related to the Company's operating leases as of June 30, 2023:

	<u>June 30, 2023</u>
Weighted-average remaining lease term, years	4.3
Weighted-average discount rate, %	7.0%

9. COMMITMENTS & CONTINGENCIES

Legal Proceedings

We were not subject to any legal proceedings during the twelve months ended June 30, 2023 and 2022 and, to the best of our knowledge, no legal proceedings are pending or threatened.

10. STOCKHOLDERS' EQUITY (DEFICIT)

Preferred Stock

As of June 30, 2023, we were authorized to issue 25,000,000 shares of preferred stock with a par value of \$0.01.

No shares of preferred stock were issued and outstanding during the fiscal years ended June 30, 2023 or 2022.

Common Stock

As of June 30, 2023, we were authorized to issue 1,000,000,000 shares of common stock with a par value of \$0.01, of which 252,227,053 shares of common stock were issued and outstanding and 943,000 shares of common stock were subscribed, contractually obligated and committed to be issued but not yet issued.

During the fiscal year ended June 30, 2023, the Company issued 475,387 common shares for payment of professional services in the amount of \$112,557.

In June 2022, prior to the commencement of the Company's fiscal year ending June 30, 2023, the Company was contractually obligated and committed to issue an aggregate of 56,863,334 shares of its common stock as partial consideration for the purchase of real estate inventory in the amount of \$8,529,500. All such shares were deemed subscribed for and purchased by the direct or indirect sellers of the real estate. On December 1, 2022, an adjustment was made to such share issuance obligation which provided for an aggregate reduction of 5,210,209 shares of common stock due to a real estate inventory decrease in the amount of \$265,000. As of December 31, 2022, all 51,653,125 of such shares have been issued by the Company and are outstanding.

During the fiscal year ended June 30, 2023, the Company sold 100,000 common shares in a private offering, at a price per share of \$1.00 for \$100,000 in gross proceeds.

During the year ended June 30, 2023, the Company entered into subscription agreements with investors in a private offering, for 943,000 shares, at a price per share of \$1.00 for \$943,000 and has a subscription receivable of \$943,000 in the Consolidated Balance Sheet.

During the year ended June 30, 2023, the Company has collected an aggregate of \$250,000 from the committed subscription agreements and has issued 250,000 shares of common stock accordingly.

During the fiscal year ended June 30, 2023, the Company issued 100,050,000 shares of restricted common stock to certain of its executive officers and directors, of which 50% thereof are subject to forfeiture through December 1, 2023.

The Company has not declared or paid any dividends or returned any capital to common stock shareholders as of June 30, 2023 and 2022.

Warrants

No warrants were issued or outstanding during the twelve months ended June 30, 2023 or 2022.

Stock Options

The company has adopted the 2022 Omnibus Performance Award Plan in February 2022. The Plan authorizes the granting of 19,977,931 of the Company's Common Stock.

On February 13, 2023, the Company awarded to certain of its executive officers, options to purchase an aggregate of 22,500,000 shares of the Company's stock at an exercise price per share equal to the fair market value of the Company's common stock on the date of the grant, \$0.32 per share; all of which are currently exercisable and outstanding as of June 30, 2023.

No stock options were issued or outstanding during the twelve months ended June 30, 2023 or 2022.

11. SUBSEQUENT EVENTS

The Company evaluated subsequent events after June 30, 2023, in accordance with FASB ASC 855 Subsequent Events, through the date of the issuance of these financial statements, and has determined no subsequent events are required to be disclosed.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, dated February 13, 2022, by and between AWAYSIS CAPITAL, INC., a Delaware corporation (hereinafter referred to as the “Company”), and MICHAEL SINGH (hereinafter referred to as the “Employee”).

RECITALS

WHEREAS, the Company, directly or through its subsidiaries, is engaged in the business of real estate investment and management focused on acquisition, construction, selling and managing rentals of residential vacation home communities in desirable travel destinations.; and

WHEREAS, the Company and the Employee entered into an employment relationship on or about December 1, 2021 (the “Start Date”), and have agreed to memorialize terms of employment retroactive to the Start Date, all upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties agree as follows:

ARTICLE 1- EMPLOYMENT AND DUTIES

1.1 Appointment. Subject to the terms and conditions of this Agreement, the Company hereby agrees to employ the Employee, and the Employee hereby accepts employment, in the position of President (the “Position”).

1.2 Term. The Employee shall be employed until terminated pursuant to the termination provisions set out in Article 4 and Article 5 of this Agreement and to any amendments as may from time to time be agreed to in writing by the Employee and the Company (the “Term”).

1.3 Reporting and Duties. The Employee shall report to the Board of Directors of the Company (the “Board”). The Employee shall be responsible for performing all of the normal and customary duties, responsibilities and authorities customarily accorded to, and expected and required of the Position, including those duties, responsibilities and authorities as may be reasonably designated by the Board from time to time (collectively, the “Duties”). Services performed pursuant to this Agreement shall be performed at the Company’s headquarters or such place(s) as shall be mutually agreeable to the Company and Employee. The Employee understands and agrees that the Position may require travel to fulfill the Duties. The Employee agrees to comply with all applicable policies and rules of Company. During the Term, the Employee shall faithfully and honestly serve the Company and devote no less than full-time service to the business and affairs of the Company or, where applicable, any subsidiary or other affiliate of the Company (individually a “Subsidiary” and collectively, the “Subsidiaries”), including the Employee’s role in the Position and the Duties. The Employee shall use his best efforts to promote the interests of the Company and its Subsidiaries. Notwithstanding the foregoing or anything else to the contrary herein, nothing in this Agreement shall preclude the Employee from: (a) engaging in charitable, education, communal or recreational activities; or (b) engaging in another business enterprise as a passive investor; provided that in no event shall the Employee own more than 4.9% of any other business enterprise and further provided that no such business enterprise shall be a competitor of the Company or its Subsidiaries. However, the engagements described in 1.3(a) – (b) above shall only be permissible so long as they do not result in a contravention of Article 3 hereof, or impair the ability of the Employee to discharge his duties to the Company hereunder. In addition, the Employee shall truly and faithfully account for and deliver to the Company and its Subsidiaries, all money, securities and things of value belonging to the Company or the Subsidiaries which the Employee may from time to time receive for, from or on account of the Company or the Subsidiaries.

ARTICLE 2 - COMPENSATION

2.1 Base Salary. The Employee will receive an annual base salary of Seven Hundred Fifty Thousand Dollars (\$750,000), retroactive to the Start Date and payable in accordance with the Company's standard payroll practices in effect from time to time, and subject to applicable statutory deductions and withholding required by law ("Base Salary"). The Employee's Base Salary will be reviewed on an annual basis to determine potential increases, if any, based on the Employee's performance and that of the Company. The Base Salary may be paid in shares of the Company's common stock or cash depending on cash availability and as agreed to by the Company and Employee.

2.2 Incentive Compensation. The Employee will be entitled to participate in the Company's 2022 Omnibus Incentive Award Plan or other incentive plan or arrangement (the "Plan") based on the terms of the Plan. Subject to the immediately following sentence, the Employee shall be granted (a) restricted shares of Company common stock equal in value to \$500,000 and at an assumed per share value of par value (the "Restricted Stock"), which Restricted Stock shall vest 50% on the date of grant and 50% on December 1, 2023, and (b) options to purchase an aggregate of 11,250,000 shares of the Company's common stock, at an exercise price per share equal to the fair market value of the Company's common stock on the date of grant, and which shall vest upon grant. The granting of any options or other equity compensation is conditional on the written approval of the Board (or applicable committee thereof), and subject to any applicable stockholder approval, and the Company reserves the right to alter, amend, replace or discontinue the Plan or any other plan at any time, with or without notice to the Employee.

2.3 Bonus. The Employee may be entitled to earn an annual bonus of up to 400% of Base Salary, payable based on performance in the previous fiscal year ("Bonus"). Employee's target bonus each year shall be 100% of Base Salary (hereinafter, "Target Bonus"). The Bonus will be determined based on the achievement of the Employee's objectives for each particular fiscal year (the "Achievements"), and paid to Employee within the earlier of 90 days after the close of each fiscal year and the completion of the company audit.

2.4 Benefits. The Employee shall be entitled to participate in all of the Company's (or applicable Subsidiary's) benefit plans generally available to its employees from time to time in accordance with the terms thereof. The Employee's participation in such plans shall become fully effective as of the commencement of his employment hereunder pursuant to the terms of such plans. The Company reserves the right to alter, amend, replace or discontinue the benefit plans it makes available to its employees at any time, with or without notice.

2.5 Vacation. The Employee shall be entitled to two (2) weeks of paid vacation per calendar year, one (1) week of paid sick time and eleven (11) days of paid holidays. Such vacation shall be taken at a time or times acceptable to the Company.

2.6 Expense Reimbursement. The Employee shall be reimbursed for all reasonable expenses actually and properly incurred by him in connection with the performance of his duties hereunder. The Employee shall submit to the Company written, itemized expense accounts, together with supporting invoices, acceptable to the Company and such other additional substantiation and justification as the Company may reasonably request within sixty (60) days after the expenses have been incurred.

ARTICLE 3- COVENANTS

3.1 No Restrictions on Employee's Employment. The Employee acknowledges and affirms that he is not a party to any agreement or understanding that would conflict or interfere with, or prevent or limit him from being employed by or perform services for the Company.

3.2 Confidential Information. The Employee hereby acknowledges that, by reason of his employment with the Company, he has and will acquire information about matters and things which are confidential to the Company and/or the Subsidiaries (the "Confidential Information"), and which Confidential Information is the exclusive property of the Company and/or the Subsidiaries, respectively. The Confidential Information includes, without limitation, information concerning the Company's and the Subsidiaries' strategic plans, product research and development plans, details and results, trade secrets, supplier lists, data, work product developed by or for the Company or the Subsidiaries, and all other data and information concerning the business and affairs of the Company and the Subsidiaries. Notwithstanding anything to the contrary contained herein, for the purposes hereof, Confidential Information shall not include: (a) information that is generally available to and known by the public at the time of disclosure to the Employee, provided that such disclosure is through no direct or indirect fault of the Employee or person(s) acting on the Employee's behalf; or (b) information which the Employee is required to disclose pursuant to applicable law, policies or due processes of applicable regulatory bodies or legal or regulatory proceedings; provided that the Employee provides the Company with prompt notice of same and assists the Company in seeking to prevent or limit such requirement. The Employee agrees that during the Term and at all times thereafter, he shall not for any reason (except in the performance of his responsibilities for the Company) directly or indirectly, (i) use for his own benefit or for the benefit of others, (ii) disseminate, publish or disclose, or (iii) authorize or permit the use, dissemination or disclosure by any person, firm or entity, any Confidential Information without the express written consent of the Board. Upon termination of the Employee's employment or this Agreement, or at any time at the request of the Company for any reason, the Employee agrees to return to the Company (or, in the case of electronic items, permanently delete) all documents, records, storage, data, samples, and other property of the Company and its Subsidiaries, together with all copies thereof which contain or incorporate any Confidential Information. Pursuant to the Defend Trade Secrets Act of 2016, the Employee acknowledges that the Employee shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney and may use the trade secret information in the court proceeding, if Employee (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order.

3.3 Intellectual Property, Inventions and Patents. As part of the consideration for this Agreement and for his employment by the Company, subject to the provisions of this Agreement, the Employee hereby assigns to the Company, as and when same arise, his entire right, title and interest, including all intellectual property rights and trade secret rights, in and to any and all work product that is conceived, created, developed or otherwise generated by the Employee from time to time that relates to the business of the Company or the Subsidiaries, including but not limited to all inventions, research, designs, trade secrets, improvements, plans, specifications and documentation (collectively, "Work Product"), all of which shall be deemed a work for hire for the Company under the U.S. Copyright Act to the fullest extent permitted under the law. The Employee further agrees that he will promptly, fully disclose to the Company all such Work Product and will, at any time from the date hereof, including during and after his employment with the Company, at the Company's expense, render to the Company or the Subsidiaries such cooperation and assistance as the Company or the Subsidiaries may deem advisable in order to obtain copyright, patent, trademark or industrial design registrations as the case may be on, or otherwise vest, perfect or defend the Company's or the Subsidiaries' rights with respect to, any or all Work Product. Such cooperation and assistance shall include, but is not limited to, the execution of any and all applications for copyright, patent, trademark or industrial design registrations, assignments of copyrights and other instruments in writing which the Company and the Subsidiaries may deem necessary or desirable. The Employee hereby irrevocably waives all of his moral rights in the Work Product in favor of the Company and its Subsidiaries and their respective successors, assignees and licensees. The Employee shall take all precautions to maintain and protect the legal rights of the Company and its Subsidiaries in the Work Product, and to maintain the confidentiality of trade secrets included in the Work Product in accordance with Section 3.1 hereof. For certainty, no license to the Work Product is granted to the Employee, except to the extent required for the performance of his responsibilities under this Agreement. The Employee irrevocably appoints any other officer of the Company or the Subsidiaries from time to time to be his attorney, with full power of substitution, to do on the behalf of the Employee anything that the Employee can lawfully do by an attorney to do all acts and things in relation to ownership of the Work Product which the Company or the Subsidiaries shall deem desirable, and to do, sign and execute all documents, conveyances, deeds, assignments, transfers, assurances and other instruments which may reasonably be necessary or desirable for the purpose of registering, vesting, perfecting; defending, assigning or otherwise dealing with the Work Product. Such power of attorney is given for valuable consideration acknowledged by the Employee to be coupled with an interest, shall not be revoked by the bankruptcy or insolvency of the Company or the Subsidiaries, and may be exercised by the officers of any successor or assign of the Company or the Subsidiaries. The Employee hereby covenants that the Work Product will not violate or infringe any intellectual property rights of any third party or constitute an unauthorized use of confidential or proprietary information of any third party. All of the aforesaid covenants in this Section shall be binding on the assigns, executors, administrators and other legal representatives of the Employee.

3.4 Non-Solicitation of Employees. The Employee shall not, during the period from the date hereof to that date which is one (1) year following the later of termination of this Agreement or the termination of the Employee's employment, for any reason, directly or indirectly, hire any employees or consultants of the Company and/or Subsidiaries (or any individual who was an employee or consultant of the Company at any time during the 12-month period preceding any such inducement, hire or solicitation), or induce or attempt to induce, or solicit or attempt to solicit, any of the employees or consultants of the Company and/or Subsidiaries to leave their employment or engagement with the Company.

3.5 Non-Solicitation of Customers and Suppliers. The Employee shall not, during the period from the date hereof to that date which is one (1) year following the later of termination of this Agreement or the termination of the Employee's employment, for any reason, directly or indirectly, without the prior written consent of the Company, solicit or attempt to solicit any customers of the Company or the Subsidiaries with whom the Employee had contact or material knowledge of, for the purpose of selling to those customers any products or services which are the same as or substantially similar to or in any way competitive with the products or services sold by the Company or the Subsidiaries at the time of termination of this Agreement. The Employee shall not, during the period from the date hereof to that date which is one (1) year following the termination of this Agreement or the termination of the Employee's employment, for any reason, directly or indirectly, without the prior written consent of the Company, solicit or attempt to solicit any suppliers of the Company or the Subsidiaries with whom the Employee had contact with or material knowledge of, for the purpose of diverting or attempting to divert business away from the Company or the Subsidiaries.

3.6 Non-Competition. The Employee shall not, at any time during the period from the date hereof to that date which is one (1) year following the later of termination of this Agreement or the termination of the Employee's employment, engage in the services similar to those that are in any way competitive with the products or services, developed, being developed, commercialized and/or sold by the Company or the Subsidiaries during the term of this Agreement and at the time of the termination of this Agreement ("Competitive Activity"). The Employee may not engage in such Competitive Activity either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, consultant, shareholder (other than a holding of shares listed on a United States stock exchange that does not exceed five percent (5%) of the outstanding shares so listed) or in any other manner whatsoever, nor shall the Employee lend money to, guarantee the debts or obligations of or permit his name or any part thereof to be used or employed by any person engaged in a similar business to the Company or the Subsidiaries. The Company shall have the option to elect whether to enforce this Section 3.6. If the Company elects to enforce this Section 3.6, it shall continue to pay the Employee's Base Salary (at the rate at which it was paying the Employee's Base Salary on the date of termination) for as long as it wishes to enforce this Section 3.6, up to one (1) year following termination of employment. The Company's payment obligation pursuant to this Section 3.6 shall apply regardless of the circumstances or reasons leading to the termination of the Employee's employment. If the Company fails to continue the Employee's Base Salary pursuant to the terms of this Section 3.6, the Employee's restrictions set forth in this Section 3.6 shall be void thereafter.

3.7 Disparaging Comments. The Employee agrees not to make critical, negative or disparaging remarks about the Company or its management, business or employment practices; provided that nothing in this paragraph shall be deemed to prevent the Employee from responding fully and accurately to any question, inquiry or request for information when required by applicable law or legal process, or to enforce this Agreement. The Company agrees to direct its officers and directors not to make critical, negative or disparaging remarks about the Employee; provided that nothing in this paragraph shall be deemed to prevent the Company or its officers or directors from responding fully and accurately to any question, inquiry or request for information when required by applicable law or legal process, or to enforce this Agreement.

3.8 Acknowledgement, Waiver and Enforcement. The Employee confirms that the restrictions contained in this Article 3 are reasonable and valid to protect the legitimate business interests of the Company and the Subsidiaries, including its business plans and marketing and commercialization strategies. The Employee hereby agrees and acknowledges that it would be extremely difficult to measure the damages that might result from any breach of any of the covenants of the Employee contained herein and that any breach of any of the covenants of the Employee might result in irreparable injury to the business for which monetary damages could not adequately compensate. If a breach of any of the covenants of the Employee occurs, the Company shall be entitled, in addition to any other rights or remedies the Company may have at law or in equity, to have an injunction issued by any competent court (without the need to post a bond) enjoining and restricting the Employee and all other parties involved therein from continuing such breach.

3.9 Certain Reductions. Notwithstanding anything to the contrary herein, if any applicable law, court or governmental entity shall reduce the time period or scope during which the Employee shall be prohibited from engaging in any competitive or soliciting activity described in this Article 3, the period of time or scope, as the case may be, for which the Employee shall be prohibited shall be reduced to the maximum time or scope permitted by law.

3.10 Survival and Enforceability. It is expressly agreed by the parties hereto that the provisions of this Article 3 shall survive the termination of this Agreement and the Employee's employment.

ARTICLE 4 – DEATH; DISABILITY

4.1 Death. If the Employee dies while employed under this Agreement, this Agreement shall terminate immediately and the Company shall pay to the Employee's estate, any earned Base Salary and accrued vacation, if any, that is unpaid up to the date of his death.

4.2 Termination by Disability. The Company may terminate this Agreement as a result of any mental or physical disability or illness which results in (a) the Employee being unable to substantially perform his duties for a continuous period of 150 days or for periods aggregating 180 days within any period of 365 days or (b) the Employee being subject to a permanent or indefinite inability to perform essential functions based on the opinion of a qualified medical provider chosen by the Company. Termination will be effective on the date designated by the Company, and the Employee will be paid his annual Base Salary, accrued vacation, if any, and benefits as set out in Section 2.4 through the date of termination.

ARTICLE 5 - TERMINATION OF EMPLOYMENT

5.1 Termination by Company for Cause. The Company may terminate this Agreement for cause at any time without any prior notice. The Employee will be provided with any unpaid, earned Base Salary incurred up to the date of termination. For the purposes of this Agreement, "cause" shall mean any of: (a) a material breach by the Employee of the terms of this Agreement; (b) a conviction of or plea of guilty or nolo contendere to any felony or any other crime involving dishonesty or moral turpitude; (c) the commission of any act of fraud or dishonesty, or theft of or intentional damage to the property of the Company; (d) willful or intentional breach of the Employee's fiduciary duties to the Company; (e) the violation of a material policy of the Company as in effect from time to time; or (f) any act or conduct that would constitute cause at common law.

5.2 Termination by Company for Other than Cause. The Company may terminate this Agreement and the Employee's employment, for any reason without cause and provided that the Employee executes a general release to be provided to the Company in form and substance acceptable to the Company, the Company shall pay to the Employee an amount equal to twelve (12) months' Base Salary as provided in Section 2.1 (the "Severance") plus accrued unused vacation, if any; provided that the Company shall not be required to pay the Severance in the event the Company elects to enforce Section 3.6, and continues paying Employee's salary pursuant to Section 3.6 in an amount no less than the Severance amount.

5.3 Termination by Employee. The Employee may terminate this Agreement and his employment at any time, for any reason, provided that the Employee provides the Company with thirty (30) days' prior written notice. The Employee agrees to use his best effort to assist the Company to complete an effective reallocation of his responsibilities upon the giving of such notice. In case of Good Reason (as defined below), the Company shall pay to the Employee: (i) the Severance; and (ii) accrued vacation time if any; provided that the Company shall not be required to pay the Severance in the event the Company elects to enforce Section 3.6, and continues paying Employee's salary pursuant to Section 3.6 in an amount no less than the Severance amount. For purposes of this Employment Agreement, "Good Reason" shall mean any of: (1) A material diminution in the Employee's base compensation; (2) A material diminution in the Employee's authority, duties, or responsibilities; or (3) Any other action or inaction that constitutes a material breach by the Company of this Employment Agreement. For Good Reason to exist, the Employee must provide notice to the Company of the existence of any of the foregoing conditions within ninety (90) days of the initial existence of the condition, and the Company shall upon such notice have a period of forty-five (45) days during which it may remedy the condition (and upon such remedy Good Reason shall be deemed not to have existed).

5.4 Limitation of Liability. The Employee acknowledges, understands and agrees that the payments and other benefits provided for in this Article 5 represent the Company's maximum termination and severance obligations to the Employee. No other notice or severance or other payments or entitlements shall apply except as specifically set forth herein. This provision shall remain in full force and effect unamended, notwithstanding any other alterations to the terms and conditions of the Employee's employment, unless agreed to by the Company in writing. The Employee also acknowledges, understands and agrees that any such payment by the Company to the Employee on termination of the Employee's employment shall not prevent the Company from alleging cause for the termination.

5.5 Effect of Termination. Upon any termination of this Agreement, the Employee shall immediately deliver or cause to be delivered to the Company all Confidential Information and Company property which are in the possession, charge, control or custody of the Employee.

ARTICLE 6 - GENERAL

6.1 Release. Upon compliance with the applicable termination provisions of this Agreement by the Company, the Employee agrees to deliver to the Company a full and final written general release in form and substance acceptable to the Company.

6.2 Recitals. The parties agree that the Recitals set out herein are true and accurate and shall form part of this Agreement.

6.3 Headings. The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

6.4 Assignment. This Agreement shall be personal as to the Employee and shall not be assignable by the Employee subject to the terms herein. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of the Employee and the successors and assigns of the Company. The Company may assign this Agreement, in its sole discretion, to any corporate affiliate or Subsidiary of the Company.

6.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto, whether verbal or in writing. There are no other written or verbal representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties.

6.6 Amendments. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

6.7 Severability. In the event any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion or provision shall not affect any other provision hereof and this Agreement shall be construed and enforced as if the invalid provision had not been included. The parties further agree that a court is expressly authorized to modify any unenforceable provision of this Agreement by making such modifications as it deems warranted to carry out the intent and agreement of the parties hereto, which is to enforce the Agreement and each of the provisions contained herein to the maximum extent permitted by law.

6.8 Further Acts. The parties shall do all such further acts and things and provide all such assurances and deliver all such documents in writing as may be required, from time to time in order to fully carry out the terms, provisions and intent of this Agreement.

6.9 Notice. Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing by personal delivery, electronic delivery or by registered mail addressed to the recipient as follows:

Awaysis Capital, Inc.
3400 Lakeside Drive Suite 100
Miramar, Florida 33027
Telephone: (888) 795-3311
Email: tyler@awaysiscapital.com

Michael Singh
At the most recent address or email address on file with the Company

or such other address or number as may be designated by either party to the other in accordance herewith. Any notice given by personal delivery will be conclusively deemed to have been given on the day of actual delivery of the notice and, if given by registered mail, on the third day, other than a Saturday, Sunday or statutory holiday in the State of Florida, following the deposit of the notice in the mail. If the party giving any notice knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such notice may not be mailed but must be given by personal delivery. In the case of electronic delivery, on the same day that it was sent if sent on a business day and the acknowledgement of receipt is received by the sender before 5:00 p.m. (in the place of receipt) on such day, and otherwise on the first business day thereafter.

6.10 Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the parties hereto agrees that any action or proceeding related to this Agreement must be brought in any court of competent jurisdiction in the County of Broward or Miami-Dade, State of Florida, and for that purpose hereby submits to the jurisdiction of such Florida court.

6.11 Section 409A. This Agreement is intended to comply with or be exempt from Section 409A of the Code and will be interpreted, administered and operated in a manner consistent with that intent. Notwithstanding anything herein to the contrary, if at the time of the Employee's separation from service with the Company he is a "specified employee" as defined in Section 409A of the Code (and the regulations thereunder) and any payments or benefits otherwise payable hereunder as a result of such separation from service are subject to Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to the Employee) until the date that is six months following the Employee's separation from service with the Company (or the earliest date as is permitted under Section 409A of the Code), and the Company will pay any such delayed amounts in a lump sum at such time. If any other payments of money or other benefits due to the Employee hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Company, that does not cause such an accelerated or additional tax. To the extent any reimbursements or in-kind benefits due to the Employee under this Agreement constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to the Employee in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Each payment made under this Agreement shall be designated as a "separate payment" within the meaning of Section 409A of the Code. References to "termination of employment" and similar terms used in this Agreement are intended to refer to "separation from service" within the meaning of Section 409A of the Code to the extent necessary to comply with Section 409A of the Code. Whenever a payment under this Agreement may be paid within a specified period, the actual date of payment within the specified period shall be within the sole discretion of the Company. In no event may the Employee, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. Any provision in this Agreement providing for any right of offset or set-off by the Company shall not permit any offset or set-off against payments of "non-qualified deferred compensation" for purposes of Section 409A of the Code or other amounts or payments to the extent that such offset or set-off would result in any violation of Section 409A or adverse tax consequences to the Employee under Section 409A.

6.12 Independent Legal Advice. The Employee acknowledges that he has been advised to seek independent legal counsel in respect of the Agreement and the matters contemplated herein. To the extent that he declines to receive independent legal counsel in respect of the Agreement, he waives the right, should a dispute later develop, to rely on his lack of independent legal counsel to avoid his obligations, to seek indulgences from the Company or to otherwise attack the integrity of the Agreement and the provisions thereof, in whole or in part.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

AWAYSIS CAPITAL, INC.

By: /s/ Tyler Trumbach

Name: Tyler A. Trumbach, Esq.

Title: Chief Legal Counsel

/s/ Michael SINGH

NAME:MICHAEL SINGH

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, dated February 9, 2023, by and between AWAYSIS CAPITAL, INC., a Delaware corporation (hereinafter referred to as the “Company”), and ANDREW E. TRUMBACH (hereinafter referred to as the “Employee”).

RECITALS

WHEREAS, the Company, directly or through its subsidiaries, is engaged in the business of real estate investment and management focused on acquisition, construction, selling and managing rentals of residential vacation home communities in desirable travel destinations.; and

WHEREAS, the Company and the Employee entered into an employment relationship on or about December 1, 2021 (the “Start Date”), and have agreed to memorialize terms of employment retroactive to the Start Date, all upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties agree as follows:

ARTICLE 1- EMPLOYMENT AND DUTIES

1.1 Appointment. Subject to the terms and conditions of this Agreement, the Company hereby agrees to employ the Employee, and the Employee hereby accepts employment, in the position of President (the “Position”).

1.2 Term. The Employee shall be employed until terminated pursuant to the termination provisions set out in Article 4 and Article 5 of this Agreement and to any amendments as may from time to time be agreed to in writing by the Employee and the Company (the “Term”).

1.3 Reporting and Duties. The Employee shall report to the Board of Directors of the Company (the “Board”). The Employee shall be responsible for performing all of the normal and customary duties, responsibilities and authorities customarily accorded to, and expected and required of the Position, including those duties, responsibilities and authorities as may be reasonably designated by the Board from time to time (collectively, the “Duties”). Services performed pursuant to this Agreement shall be performed at the Company’s headquarters or such place(s) as shall be mutually agreeable to the Company and Employee. The Employee understands and agrees that the Position may require travel to fulfill the Duties. The Employee agrees to comply with all applicable policies and rules of Company. During the Term, the Employee shall faithfully and honestly serve the Company and devote no less than full-time service to the business and affairs of the Company or, where applicable, any subsidiary or other affiliate of the Company (individually a “Subsidiary” and collectively, the “Subsidiaries”), including the Employee’s role in the Position and the Duties. The Employee shall use his best efforts to promote the interests of the Company and its Subsidiaries. Notwithstanding the foregoing or anything else to the contrary herein, nothing in this Agreement shall preclude the Employee from: (a) engaging in charitable, education, communal or recreational activities; or (b) engaging in another business enterprise as a passive investor; provided that in no event shall the Employee own more than 4.9% of any other business enterprise and further provided that no such business enterprise shall be a competitor of the Company or its Subsidiaries. However, the engagements described in 1.3(a) — (b) above shall only be permissible so long as they do not result in a contravention of Article 3 hereof, or impair the ability of the Employee to discharge his duties to the Company hereunder. In addition, the Employee shall truly and faithfully account for and deliver to the Company and its Subsidiaries, all money, securities and things of value belonging to the Company or the Subsidiaries which the Employee may from time to time receive for, from or on account of the Company or the Subsidiaries.

ARTICLE 2 - COMPENSATION

2.1 Base Salary. The Employee will receive an annual base salary of Seven Hundred Fifty Thousand Dollars (\$750,000), retroactive to the Start Date and payable in accordance with the Company's standard payroll practices in effect from time to time, and subject to applicable statutory deductions and withholding required by law ("Base Salary"). The Employee's Base Salary will be reviewed on an annual basis to determine potential increases, if any, based on the Employee's performance and that of the Company. The Base Salary may be paid in shares of the Company's common stock or cash depending on cash availability and as agreed to by the Company and Employee.

2.2 Incentive Compensation. The Employee will be entitled to participate in the Company's 2022 Omnibus Incentive Award Plan or other incentive plan or arrangement (the "Plan") based on the terms of the Plan. Subject to the immediately following sentence, the Employee shall be granted (a) restricted shares of Company common, stock equal in value to \$500,000 and at an assumed per share value of par value (the "Restricted Stock"), which Restricted Stock shall vest 50% on the date of grant and 50% on December 1, 2023, and (b) options to purchase an aggregate of 11,250,000 shares of the Company's common stock, at an exercise price per share equal to the fair market value of the Company's common stock on the date of grant, and which shall vest upon grant. The granting of any options or other equity compensation is conditional on the written approval of the Board (or applicable committee thereof), and subject to any applicable stockholder approval, and the Company reserves the right to alter, amend, replace or discontinue the Plan or any other plan at any time, with or without notice to the Employee.

2.3 Bonus. The Employee may be entitled to earn an annual bonus of up to 400% of Base Salary, payable based on performance in the previous fiscal year ("Bonus"). Employee's target bonus each year shall be 100% of Base Salary (hereinafter, "Target Bonus"). The Bonus will be determined based on the achievement of the Employee's objectives for each particular fiscal year (the "Achievements"), and paid to Employee within the earlier of 90 days after the close of each fiscal year and the completion of the company audit.

2.4 Benefits. The Employee shall be entitled to participate in all of the Company's (or applicable Subsidiary's) benefit plans generally available to its employees from time to time in accordance with the terms thereof. The Employee's participation in such plans shall become fully effective as of the commencement of his employment hereunder pursuant to the terms of such plans. The Company reserves the right to alter, amend, replace or discontinue the benefit plans it makes available to its employees at any time, with or without notice.

2.5 Vacation. The Employee shall be entitled to two (2) weeks of paid vacation per calendar year, one (1) week of paid sick time and eleven (11) days of paid holidays. Such vacation shall be taken at a time or times acceptable to the Company.

2.6 Expense Reimbursement. The Employee shall be reimbursed for all reasonable expenses actually and properly incurred by him in connection with the performance of his duties hereunder. The Employee shall submit to the Company written, itemized expense accounts, together with supporting invoices, acceptable to the Company and such other additional substantiation and justification as the Company may reasonably request within sixty (60) days after the expenses have been incurred.

ARTICLE 3- COVENANTS

3.1 No Restrictions on Employee's Employment. The Employee acknowledges and affirms that he is not a party to any agreement or understanding that would conflict or interfere with, or prevent or limit him from being employed by or perform services for the Company.

3.2 Confidential Information. The Employee hereby acknowledges that, by reason of his employment with the Company, he has and will acquire information about matters and things which are confidential to the Company and/or the Subsidiaries (the "Confidential Information"), and which Confidential Information is the exclusive property of the Company and/or the Subsidiaries, respectively. The Confidential Information includes, without limitation, information concerning the Company's and the Subsidiaries' strategic plans, product research and development plans, details and results, trade secrets, supplier lists, data, work product developed by or for the Company or the Subsidiaries, and all other data and information concerning the business and affairs of the Company and the Subsidiaries. Notwithstanding anything to the contrary contained herein, for the purposes hereof, Confidential Information shall not include: (a) information that is generally available to and known by the public at the time of disclosure to the Employee, provided that such disclosure is through no direct or indirect fault of the Employee or person(s) acting on the Employee's behalf; or (b) information which the Employee is required to disclose pursuant to applicable law, policies or due processes of applicable regulatory bodies or legal or regulatory proceedings; provided that the Employee provides the Company with prompt notice of same and assists the Company in seeking to prevent or limit such requirement. The Employee agrees that during the Term and at all times thereafter, he shall not for any reason (except in the performance of his responsibilities for the Company) directly or indirectly, (i) use for his own benefit or for the benefit of others, (ii) disseminate, publish or disclose, or (iii) authorize or permit the use, dissemination or disclosure by any person, firm or entity, any Confidential Information without the express written consent of the Board. Upon termination of the Employee's employment or this Agreement, or at any time at the request of the Company for any reason, the Employee agrees to return to the Company (or, in the case of electronic items, permanently delete) all documents, records, storage, data, samples, and other property of the Company and its Subsidiaries, together with all copies thereof which contain or incorporate any Confidential Information. Pursuant to the Defend Trade Secrets Act of 2016, the Employee acknowledges that the Employee shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney and may use the trade secret information in the court proceeding, if Employee (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order.

3.3 Intellectual Property, Inventions and Patents. As part of the consideration for this Agreement and for his employment by the Company, subject to the provisions of this Agreement, the Employee hereby assigns to the Company, as and when same arise, his entire right, title and interest, including all intellectual property rights and trade secret rights, in and to any and all work product that is conceived, created, developed or otherwise generated by the Employee from time to time that relates to the business of the Company or the Subsidiaries, including but not limited to all inventions, research, designs, trade secrets, improvements, plans, specifications and documentation (collectively, "Work Product"), all of which shall be deemed a work for hire for the Company under the U.S. Copyright Act to the fullest extent permitted under the law. The Employee further agrees that he will promptly, fully disclose to the Company all such Work Product and will, at any time from the date hereof, including during and after his employment with the Company, at the Company's expense, render to the Company or the Subsidiaries such cooperation and assistance as the Company or the Subsidiaries may deem advisable in order to obtain copyright, patent, trademark or industrial design registrations as the case may be on, or otherwise vest, perfect or defend the Company's or the Subsidiaries' rights with respect to, any or all Work Product. Such cooperation and assistance shall include, but is not limited to, the execution of any and all applications for copyright, patent, trademark or industrial design registrations, assignments of copyrights and other instruments in writing which the Company and the Subsidiaries may deem necessary or desirable. The Employee hereby irrevocably waives all of his moral rights in the Work Product in favor of the Company and its Subsidiaries and their respective successors, assignees and licensees. The Employee shall take all precautions to maintain and protect the legal rights of the Company and its Subsidiaries in the Work Product, and to maintain the confidentiality of trade secrets included in the Work Product in accordance with Section 3.1 hereof. For certainty, no license to the Work Product is granted to the Employee, except to the extent required for the performance of his responsibilities under this Agreement. The Employee irrevocably appoints any other officer of the Company or the Subsidiaries from time to time to be his attorney, with full power of substitution, to do on the behalf of the Employee anything that the Employee can lawfully do by an attorney to do all acts and things in relation to ownership of the Work Product which the Company or the Subsidiaries shall deem desirable, and to do, sign and execute all documents, conveyances, deeds, assignments, transfers, assurances and other instruments which may reasonably be necessary or desirable for the purpose of registering, vesting, perfecting; defending, assigning or otherwise dealing with the Work Product. Such power of attorney is given for valuable consideration acknowledged by the Employee to be coupled with an interest, shall not be revoked by the bankruptcy or insolvency of the Company or the Subsidiaries, and may be exercised by the officers of any successor or assign of the Company or the Subsidiaries. The Employee hereby covenants that the Work Product will not violate or infringe any intellectual property rights of any third party or constitute an unauthorized use of confidential or proprietary information of any third party. All of the aforesaid covenants in this Section shall be binding on the assigns, executors, administrators and other legal representatives of the Employee.

3.4 Non-Solicitation of Employees. The Employee shall not, during the period from the date hereof to that date which is one (1) year following the later of termination of this Agreement or the termination of the Employee's employment, for any reason, directly or indirectly, hire any employees or consultants of the Company and/or Subsidiaries (or any individual who was an employee or consultant of the Company at any time during the 12-month period preceding any such inducement, hire or solicitation), or induce or attempt to induce, or solicit or attempt to solicit, any of the employees or consultants of the Company and/or Subsidiaries to leave their employment or engagement with the Company.

3.5 Non-Solicitation of Customers and Suppliers. The Employee shall not, during the period from the date hereof to that date which is one (1) year following the later of termination of this Agreement or the termination of the Employee's employment, for any reason, directly or indirectly, without the prior written consent of the Company, solicit or attempt to solicit any customers of the Company or the Subsidiaries with whom the Employee had contact or material knowledge of, for the purpose of selling to those customers any products or services which are the same as or substantially similar to or in any way competitive with the products or services sold by the Company or the Subsidiaries at the time of termination of this Agreement. The Employee shall not, during the period from the date hereof to that date which is one (1) year following the termination of this Agreement or the termination of the Employee's employment, for any reason, directly or indirectly, without the prior written consent of the Company, solicit or attempt to solicit any suppliers of the Company or the Subsidiaries with whom the Employee had contact with or material knowledge of, for the purpose of diverting or attempting to divert business away from the Company or the Subsidiaries.

3.6 Non-Competition. The Employee shall not, at any time during the period from the date hereof to that date which is one (1) year following the later of termination of this Agreement or the termination of the Employee's employment, engage in the services similar to those that are in any way competitive with the products or services, developed, being developed, commercialized and/or sold by the Company or the Subsidiaries during the term of this Agreement and at the time of the termination of this Agreement ("Competitive Activity"). The Employee may not engage in such Competitive Activity either individually or in partnership or jointly or in conjunction with any person as principal, agent, employee, consultant, shareholder (other than a holding of shares listed on a United States stock exchange that does not exceed five percent (5%) of the outstanding shares so listed) or in any other manner whatsoever, nor shall the Employee lend money to, guarantee the debts or obligations of or permit his name or any part thereof to be used or employed by any person engaged in a similar business to the Company or the Subsidiaries. The Company shall have the option to elect whether to enforce this Section 3.6. If the Company elects to enforce this Section 3.6, it shall continue to pay the Employee's Base Salary (at the rate at which it was paying the Employee's Base Salary on the date of termination) for as long as it wishes to enforce this Section 3.6, up to one (1) year following termination of employment. The Company's payment obligation pursuant to this Section 3.6 shall apply regardless of the circumstances or reasons leading to the termination of the Employee's employment. If the Company fails to continue the Employee's Base Salary pursuant to the terms of this Section 3.6, the Employee's restrictions set forth in this Section 3.6 shall be void thereafter.

3.7 Disparaging Comments. The Employee agrees not to make critical, negative or disparaging remarks about the Company or its management, business or employment practices; provided that nothing in this paragraph shall be deemed to prevent the Employee from responding fully and accurately to any question, inquiry or request for information when required by applicable law or legal process, or to enforce this Agreement. The Company agrees to direct its officers and directors not to make critical, negative or disparaging remarks about the Employee; provided that nothing in this paragraph shall be deemed to prevent the Company or its officers or directors from responding fully and accurately to any question, inquiry or request for information when required by applicable law or legal process, or to enforce this Agreement.

3.8 Acknowledgement, Waiver and Enforcement. The Employee confirms that the restrictions contained in this Article 3 are reasonable and valid to protect the legitimate business interests of the Company and the Subsidiaries, including its business plans and marketing and commercialization strategies. The Employee hereby agrees and acknowledges that it would be extremely difficult to measure the damages that might result from any breach of any of the covenants of the Employee contained herein and that any breach of any of the covenants of the Employee might result in irreparable injury to the business for which monetary damages could not adequately compensate. If a breach of any of the covenants of the Employee occurs, the Company shall be entitled, in addition to any other rights or remedies the Company may have at law or in equity, to have an injunction issued by any competent court (without the need to post a bond) enjoining and restricting the Employee and all other parties involved therein from continuing such breach.

3.9 Certain Reductions. Notwithstanding anything to the contrary herein, if any applicable law, court or governmental entity shall reduce the time period or scope during which the Employee shall be prohibited from engaging in any competitive or soliciting activity described in this Article 3, the period of time or scope, as the case may be, for which the Employee shall be prohibited shall be reduced to the maximum time or scope permitted by law.

3.10 Survival and Enforceability. It is expressly agreed by the parties hereto that the provisions of this Article 3 shall survive the termination of this Agreement and the Employee's employment.

ARTICLE 4 — DEATH; DISABILITY

4.1 Death. If the Employee dies while employed under this Agreement, this Agreement shall terminate immediately and the Company shall pay to the Employee's estate, any earned Base Salary and accrued vacation, if any, that is unpaid up to the date of his death.

4.2 Termination by Disability. The Company may terminate this Agreement as a result of any mental or physical disability or illness which results in (a) the Employee being unable to substantially perform his duties for a continuous period of 150 days or for periods aggregating 180 days within any period of 365 days or (b) the Employee being subject to a permanent or indefinite inability to perform essential functions based on the opinion of a qualified medical provider chosen by the Company. Termination will be effective on the date designated by the Company, and the Employee will be paid his annual Base Salary, accrued vacation, if any, and benefits as set out in Section 2.4 through the date of termination.

ARTICLE 5 - TERMINATION OF EMPLOYMENT

5.1 Termination by Company for Cause. The Company may terminate this Agreement for cause at any time without any prior notice. The Employee will be provided with any unpaid, earned Base Salary incurred up to the date of termination. For the purposes of this Agreement, "cause" shall mean any of: (a) a material breach by the Employee of the terms of this Agreement; (b) a conviction of or plea of guilty or nolo contendere to any felony or any other crime involving dishonesty or moral turpitude; (c) the commission of any act of fraud or dishonesty, or theft of or intentional damage to the property of the Company; (d) willful or intentional breach of the Employee's fiduciary duties to the Company; (e) the violation of a material policy of the Company as in effect from time to time; or (f) any act or conduct that would constitute cause at common law.

5.2 Termination by Company for Other than Cause. The Company may terminate this Agreement and the Employee's employment, for any reason without cause and provided that the Employee executes a general release to be provided to the Company in form and substance acceptable to the Company, the Company shall pay to the Employee an amount equal to twelve (12) months' Base Salary as provided in Section 2.1 (the "Severance") plus accrued unused vacation, if any; provided that the Company shall not be required to pay the Severance in the event the Company elects to enforce Section 3.6, and continues paying Employee's salary pursuant to Section 3.6 in an amount no less than the Severance amount.

5.3 Termination by Employee. The Employee may terminate this Agreement and his employment at any time, for any reason, provided that the Employee provides the Company with thirty (30) days' prior written notice. The Employee agrees to use his best effort to assist the Company to complete an effective reallocation of his responsibilities upon the giving of such notice. In case of Good Reason (as defined below), the Company shall pay to the Employee: (i) the Severance; and (ii) accrued vacation time if any; provided that the Company shall not be required to pay the Severance in the event the Company elects to enforce Section 3.6, and continues paying Employee's salary pursuant to Section 3.6 in an amount no less than the Severance amount. For purposes of this Employment Agreement, "Good Reason" shall mean any of: (1) A material diminution in the Employee's base compensation; (2) A material diminution in the Employee's authority, duties, or responsibilities; or (3) Any other action or inaction that constitutes a material breach by the Company of this Employment Agreement. For Good Reason to exist, the Employee must provide notice to the Company of the existence of any of the foregoing conditions within ninety (90) days of the initial existence of the condition, and the Company shall upon such notice have a period of forty-five (45) days during which it may remedy the condition (and upon such remedy Good Reason shall be deemed not to have existed).

5.4 Limitation of Liability. The Employee acknowledges, understands and agrees that the payments and other benefits provided for in this Article 5 represent the Company's maximum termination and severance obligations to the Employee. No other notice or severance or other payments or entitlements shall apply except as specifically set forth herein. This provision shall remain in full force and effect unamended, notwithstanding any other alterations to the terms and conditions of the Employee's employment, unless agreed to by the Company in writing. The Employee also acknowledges, understands and agrees that any such payment by the Company to the Employee on termination of the Employee's employment shall not prevent the Company from alleging cause for the termination.

5.5 Effect of Termination. Upon any termination of this Agreement, the Employee shall immediately deliver or cause to be delivered to the Company all Confidential Information and Company property which are in the possession, charge, control or custody of the Employee.

ARTICLE 6 - GENERAL

6.1 Release. Upon compliance with the applicable termination provisions of this Agreement by the Company, the Employee agrees to deliver to the Company a full and final written general release in form and substance acceptable to the Company.

6.2 Recitals. The parties agree that the Recitals set out herein are true and accurate and shall form part of this Agreement.

6.3 Headings. The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

6.4 Assignment. This Agreement shall be personal as to the Employee and shall not be assignable by the Employee subject to the terms herein. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of the Employee and the successors and assigns of the Company. The Company may assign this Agreement, in its sole discretion, to any corporate affiliate or Subsidiary of the Company.

6.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto, whether verbal or in writing. There are no other written or verbal representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory between the parties.

6.6 Amendments. No amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

6.7 Severability. In the event any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion or provision shall not affect any other provision hereof and this Agreement shall be construed and enforced as if the invalid provision had not been included. The parties further agree that a court is expressly authorized to modify any unenforceable provision of this Agreement by making such modifications as it deems warranted to carry out the intent and agreement of the parties hereto, which is to enforce the Agreement and each of the provisions contained herein to the maximum extent permitted by law.

6.8 Further Acts. The parties shall do all such further acts and things and provide all such assurances and deliver all such documents in writing as may be required, from time to time in order to fully carry out the terms, provisions and intent of this Agreement.

6.9 Notice. Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing by personal delivery, electronic delivery or by registered mail addressed to the recipient as follows:

Awaysis Capital, Inc.
3400 Lakeside Drive Suite 100
Miramar, Florida 33027
Telephone: (888) 795-3311
Email: tyler@awaysiscapital.com

Andrew E. Trumbach
At the most recent address or email address on file with the Company

or such other address or number as may be designated by either party to the other in accordance herewith. Any notice given by personal delivery will be conclusively deemed to have been given on the day of actual delivery of the notice and, if given by registered mail, on the third day, other than a Saturday, Sunday or statutory holiday in the State of Florida, following the deposit of the notice in the mail. If the party giving any notice knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such notice may not be mailed but must be given by personal delivery. In the case of electronic delivery, on the same day that it was sent if sent on a business day and the acknowledgement of receipt is received by the sender before 5:00 p.m. (in the place of receipt) on such day, and otherwise on the first business day thereafter.

6.10 Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the parties hereto agrees that any action or proceeding related to this Agreement must be brought in any court of competent jurisdiction in the County of Broward or Miami-Dade, State of Florida, and for that purpose hereby submits to the jurisdiction of such Florida court.

6.11 Section 409A. This Agreement is intended to comply with or be exempt from Section 409A of the Code and will be interpreted, administered and operated in a manner consistent with that intent. Notwithstanding anything herein to the contrary, if at the time of the Employee's separation from service with the Company he is a "specified employee" as defined in Section 409A of the Code (and the regulations thereunder) and any payments or benefits otherwise payable hereunder as a result of such separation from service are subject to Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to the Employee) until the date that is six months following the Employee's separation from service with the Company (or the earliest date as is permitted under Section 409A of the Code), and the Company will pay any such delayed amounts in a lump sum at such time. If any other payments of money or other benefits due to the Employee hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Company, that does not cause such an accelerated or additional tax. To the extent any reimbursements or in-kind benefits due to the Employee under this Agreement constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to the Employee in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). Each payment made under this Agreement shall be designated as a "separate payment" within the meaning of Section 409A of the Code. References to "termination of employment" and similar terms used in this Agreement are intended to refer to "separation from service" within the meaning of Section 409A of the Code to the extent necessary to comply with Section 409A of the Code. Whenever a payment under this Agreement may be paid within a specified period, the actual date of payment within the specified period shall be within the sole discretion of the Company. In no event may the Employee, directly or indirectly, designate the calendar year of any payment to be made under this Agreement. Any provision in this Agreement providing for any right of offset or set-off by the Company shall not permit any offset or set-off against payments of "non-qualified deferred compensation" for purposes of Section 409A of the Code or other amounts or payments to the extent that such offset or set-off would result in any violation of Section 409A or adverse tax consequences to the Employee under Section 409A.

6.12 Independent Legal Advice. The Employee acknowledges that he has been advised to seek independent legal counsel in respect of the Agreement and the matters contemplated herein. To the extent that he declines to receive independent legal counsel in respect of the Agreement, he waives the right, should a dispute later develop, to rely on his lack of independent legal counsel to avoid his obligations, to seek indulgences from the Company or to otherwise attack the integrity of the Agreement and the provisions thereof, in whole or in part.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

AWAYSIS CAPITAL, INC.

By: /s/ Tyler A. Trumbach

Name: Tyler A. Trumbach, Esq.

Title: Chief Legal Counsel

/s/ Andrew E. Trumbach

NAME:ANDREW E. TRUMBACH

AWAYSIS CAPITAL, INC.
RESTRICTED STOCK AGREEMENT

RESTRICTED STOCK AGREEMENT, dated as of February 13, 2023 (the “Grant Date”), by and between Awaysis Capital, Inc., a Delaware corporation (the “Company”) and the Recipient (as defined below).

WITNESSETH THAT:

WHEREAS, the Company desires to grant Stock to the Recipient.

NOW, THEREFORE, IT IS AGREED, by and between the Company and Recipient, as follows:

1. **Terms of Award.** The following terms used in this Agreement shall have the meanings set forth in this paragraph 1:

(a) The “Recipient” is Michael Singh.

(b) The “Restricted Period” is the period beginning on the Grant Date and ending in installments on the Vesting Date(s) set forth in paragraph

3.

(c) “Stock” shall mean the Company’s Common Stock, \$0.01 par value per share.

(d) “Covered Shares” means 50,000,000 restricted shares of Stock granted under this Agreement.

2. **Award.** The Recipient is hereby granted the number of Covered Shares set forth in paragraph 1(d).

3. **Vesting.** Subject to the limitations of this agreement, the Covered Shares shall vest in accordance with the following schedule (each such date, a “Vesting Date”): (i) 50% of the Covered Shares on the Grant Date; and (ii) 50% of the Covered Shares on December 1, 2023. In the event the Recipient is not an employee or member of the Board of Directors of the Company prior to or by any of the above vesting dates, the Shares not yet vested shall be irrevocably forfeited and no longer exercisable by the Recipient.

4. **Other Agreements.** Recipient agrees that it will (i) not distribute or resell in violation of the Securities Act of 1933, as amended, any of the Covered Shares, (ii) indemnify and hold the Company harmless against all liability for any such violation and (iii) accept all liability for any such violation.

5. **Section 83(b) Election.** RECIPIENT ACKNOWLEDGES THAT IT IS THE SOLE RESPONSIBILITY OF RECIPIENT AND NOT THE RESPONSIBILITY OF THE COMPANY TO DETERMINE WHETHER THE GRANT OF THE COVERED SHARES IS SUBJECT TO, OR WHETHER RECIPIENT SHOULD MAKE, AN ELECTION UNDER SECTION 83(B) OF THE CODE WITH RESPECT TO COVERED SHARES AND TO PROPERLY AND TIMELY FILE AN ELECTION UNDER SECTION 83(B) IF RECIPIENTS DETERMINES TO FILE SUCH AN ELECTION. SUCH ELECTION, IF APPLICABLE AND IF MADE, MUST BE FILED WITH THE INTERNAL REVENUE SERVICE WITHIN THIRTY (30) DAYS AFTER THE GRANT DATE.

6. Restrictive Legends. The certificates, if any, for the Covered Shares shall be endorsed with the following restrictive legend in addition to any legend required to be placed thereon by applicable law:

“THE TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A RESTRICTED STOCK AGREEMENT DATED AS OF FEBRUARY 13, 2023, AS MAY BE AMENDED, SUPPLEMENTED AND/OR RESTATED FROM TIME TO TIME, BETWEEN THE ISSUER OF SUCH SECURITIES AND THE HOLDER OF SUCH SECURITIES, AND NO TRANSFER OF THESE SECURITIES WILL BE VALID OR EFFECTIVE UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED.”

7. Withholding. All deliveries and distributions under this Agreement are subject to withholding of all applicable taxes. At the election of Recipient, and subject to such rules and limitations as may be established by the Company from time to time, such withholding obligations may be satisfied through the surrender of Shares which Recipient already owns, or to which Recipient is otherwise entitled.

8. Restricted Stock Certificates to be Held by the Company. Unless otherwise agreed, certificates for some or all Covered Shares shall be held by the Company until such Covered Shares have become vested and will be transferred to the Recipient only after satisfaction of all federal, state and local income and employment tax withholding liabilities that arise either on account of the Section 83(b) election (if applicable) or the vesting of the Covered Shares.

9. No Stockholder Rights. This Restricted Stock Agreement shall not entitle the Recipient to any voting, economic or other rights as a stockholder of the Company until and unless the Covered Shares are vested in accordance with paragraph 3 above, and then only to the extent so vested, except as specifically set forth herein.

10. Transferability of Shares.

(a) Transferability of Covered Shares. Except as otherwise provided in this paragraph 10, none of the Covered Shares are or shall be transferable.

(b) Transferability of Vested Shares. Subject to the terms and conditions of this Agreement and applicable law, the Covered Shares shall become transferable only upon the applicable Vesting Date and then only in accordance with applicable law (including securities laws).

11. Heirs and Successors. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

12. Administration; No Further Agreements. The authority to manage and control the operation and administration of this Agreement shall be vested in the Company, and the Company shall have all powers with respect to this Agreement. Any interpretation of the Agreement by the Company and any decision made by it with respect to the Agreement is final and binding on all persons. This Agreement represent the complete understanding between Recipient and the Company and supersedes any and all other agreements between the parties. No other promises or agreements shall be binding unless in writing and signed by Recipient and the Company.

13. Notices. Any written notices provided for in this Agreement shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by e-mail or overnight courier, or by postage paid first class mail. Notices sent by mail shall be deemed received three business days after mailing but in no event later than the date of actual receipt. Notices shall be directed, if to Recipient, at Recipient’s applicable contact information indicated by the Company’s records, or if to the Company, at the Company’s principal executive office.

14. Fractional Shares. In lieu of issuing a fraction of a share of Stock resulting from any adjustment of the Stock, the Company may either pay to Recipient an amount equal to the fair market value of such fractional Covered Share or round up to the nearest whole number.

15. Limitation on Implied Rights. The existence of this Restricted Stock Agreement shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company’s capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference shares ahead of or convertible into, or otherwise affecting the Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other act or proceeding, whether of a similar character or otherwise.

16. Amendment. This Agreement may only be amended by written agreement of Recipient and the Company.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Recipient has executed this Agreement, and the Company has caused these presents to be executed in its name and on its behalf, all as of the Grant Date.

RECIPIENT:

/s/ Michael Singh
MICHAEL SINGH

COMPANY:

AWAYSIS CAPITAL, INC.

By: */s/*
Name: _____
Title:

AWAYSIS CAPITAL, INC.
RESTRICTED STOCK AGREEMENT

RESTRICTED STOCK AGREEMENT, dated as of February 13, 2023 (the “Grant Date”), by and between Awaysis Capital, Inc., a Delaware corporation (the “Company”) and the Recipient (as defined below).

WITNESSETH THAT:

WHEREAS, the Company desires to grant Stock to the Recipient.

NOW, THEREFORE, IT IS AGREED, by and between the Company and Recipient, as follows:

1. **Terms of Award.** The following terms used in this Agreement shall have the meanings set forth in this paragraph 1:

(a) The “Recipient” is Andrew Trumbach.

(b) The “Restricted Period” is the period beginning on the Grant Date and ending in installments on the Vesting Date(s) set forth in paragraph

3.

(c) “Stock” shall mean the Company’s Common Stock, \$0.01 par value per share.

(d) “Covered Shares” means 50,000,000 restricted shares of Stock granted under this Agreement.

2. **Award.** The Recipient is hereby granted the number of Covered Shares set forth in paragraph 1(d).

3. **Vesting.** Subject to the limitations of this agreement, the Covered Shares shall vest in accordance with the following schedule (each such date, a “Vesting Date”): (i) 50% of the Covered Shares on the Grant Date; and (ii) 50% of the Covered Shares on December 1, 2023. In the event the Recipient is not an employee or member of the Board of Directors of the Company prior to or by any of the above vesting dates, the Shares not yet vested shall be irrevocably forfeited and no longer exercisable by the Recipient.

4. **Other Agreements.** Recipient agrees that it will (i) not distribute or resell in violation of the Securities Act of 1933, as amended, any of the Covered Shares, (ii) indemnify and hold the Company harmless against all liability for any such violation and (iii) accept all liability for any such violation.

5. **Section 83(b) Election.** RECIPIENT ACKNOWLEDGES THAT IT IS THE SOLE RESPONSIBILITY OF RECIPIENT AND NOT THE RESPONSIBILITY OF THE COMPANY TO DETERMINE WHETHER THE GRANT OF THE COVERED SHARES IS SUBJECT TO, OR WHETHER RECIPIENT SHOULD MAKE, AN ELECTION UNDER SECTION 83(B) OF THE CODE WITH RESPECT TO COVERED SHARES AND TO PROPERLY AND TIMELY FILE AN ELECTION UNDER SECTION 83(B) IF RECIPIENTS DETERMINES TO FILE SUCH AN ELECTION. SUCH ELECTION, IF APPLICABLE AND IF MADE, MUST BE FILED WITH THE INTERNAL REVENUE SERVICE WITHIN THIRTY (30) DAYS AFTER THE GRANT DATE.

6. Restrictive Legends. The certificates, if any, for the Covered Shares shall be endorsed with the following restrictive legend in addition to any legend required to be placed thereon by applicable law:

“THE TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A RESTRICTED STOCK AGREEMENT DATED AS OF FEBRUARY 13, 2023, AS MAY BE AMENDED, SUPPLEMENTED AND/OR RESTATED FROM TIME TO TIME, BETWEEN THE ISSUER OF SUCH SECURITIES AND THE HOLDER OF SUCH SECURITIES, AND NO TRANSFER OF THESE SECURITIES WILL BE VALID OR EFFECTIVE UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED.”

7. Withholding. All deliveries and distributions under this Agreement are subject to withholding of all applicable taxes. At the election of Recipient, and subject to such rules and limitations as may be established by the Company from time to time, such withholding obligations may be satisfied through the surrender of Shares which Recipient already owns, or to which Recipient is otherwise entitled.

8. Restricted Stock Certificates to be Held by the Company. Unless otherwise agreed, certificates for some or all Covered Shares shall be held by the Company until such Covered Shares have become vested and will be transferred to the Recipient only after satisfaction of all federal, state and local income and employment tax withholding liabilities that arise either on account of the Section 83(b) election (if applicable) or the vesting of the Covered Shares.

9. No Stockholder Rights. This Restricted Stock Agreement shall not entitle the Recipient to any voting, economic or other rights as a stockholder of the Company until and unless the Covered Shares are vested in accordance with paragraph 3 above, and then only to the extent so vested, except as specifically set forth herein.

10. Transferability of Shares.

(a) Transferability of Covered Shares. Except as otherwise provided in this paragraph 10, none of the Covered Shares are or shall be transferable.

(b) Transferability of Vested Shares. Subject to the terms and conditions of this Agreement and applicable law, the Covered Shares shall become transferable only upon the applicable Vesting Date and then only in accordance with applicable law (including securities laws).

11. Heirs and Successors. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

12. Administration; No Further Agreements. The authority to manage and control the operation and administration of this Agreement shall be vested in the Company, and the Company shall have all powers with respect to this Agreement. Any interpretation of the Agreement by the Company and any decision made by it with respect to the Agreement is final and binding on all persons. This Agreement represent the complete understanding between Recipient and the Company and supersedes any and all other agreements between the parties. No other promises or agreements shall be binding unless in writing and signed by Recipient and the Company.

13. Notices. Any written notices provided for in this Agreement shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by e-mail or overnight courier, or by postage paid first class mail. Notices sent by mail shall be deemed received three business days after mailing but in no event later than the date of actual receipt. Notices shall be directed, if to Recipient, at Recipient’s applicable contact information indicated by the Company’s records, or if to the Company, at the Company’s principal executive office.

14. Fractional Shares. In lieu of issuing a fraction of a share of Stock resulting from any adjustment of the Stock, the Company may either pay to Recipient an amount equal to the fair market value of such fractional Covered Share or round up to the nearest whole number.

15. Limitation on Implied Rights. The existence of this Restricted Stock Agreement shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company’s capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference shares ahead of or convertible into, or otherwise affecting the Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other act or proceeding, whether of a similar character or otherwise.

16. Amendment. This Agreement may only be amended by written agreement of Recipient and the Company.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Recipient has executed this Agreement, and the Company has caused these presents to be executed in its name and on its behalf, all as of the Grant Date.

RECIPIENT:

/s/ Andrew Trumbach

ANDREW TRUMBACH

COMPANY:

AWAYSIS CAPITAL, INC.

By: */s/* _____

Name:

Title:

**AWAYSIS CAPITAL, INC.
NON-STATUTORY COMMON STOCK OPTION AGREEMENT**

AGREEMENT made as of the 13th day of February, 2023 (the “Grant Date”) by and between AWAYSIS CAPITAL, INC., a Delaware corporation (the “Company”) and Michael Singh (the “Holder”).

WHEREAS, pursuant to that Employment Agreement (the “Employment Agreement”) between the Company and the Holder dated as of the Grant Date, the Company agreed to grant to the Holder an option to purchase 11,250,000 shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”), conditioned upon the Holder’s acceptance thereof upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Holder desires to acquire said option on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. The Company hereby grants to the Holder the right and option (hereinafter called the “Option”), to purchase all or any part of an aggregate of 11,250,000 shares of Common Stock (the “Shares”) on the terms and conditions herein set forth.
2. This Option is a non-statutory option, and not an incentive option as defined in Section 422 of the Internal Revenue Code.
3. The Option granted hereby shall become exercisable by the Holder at a price per Share (subject to adjustment as provided for herein) and at such times, as follows:

Number of Options	Exercise Price per Share	Vesting Date/ First Exercisable
11,250,000	US\$0.32	February 13, 2023

4. The Option, to the extent not previously exercised, shall terminate and become null and void on February 13, 2033.
5. The exercise price of the Shares as to which the Option is exercised shall be paid in full at the time of exercise by cash or check payable to the order of the Company. The Holder shall not have any of the rights of a holder of Shares until the date of the issuance of a certificate to Holder for such Shares.
6. A. This Option and the rights and privileges conferred hereby may not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process, except in the event of death. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Option or any right or privilege conferred hereby, contrary to the provisions hereof, or upon the levy of any attachment or similar process on the rights and privileges conferred hereby, this Option and the rights and privileges conferred hereby shall immediately become null and void.

B. The Board of Directors of the Company (the "Board") may reasonably require, as a condition to the exercise of any Option, that the person exercising such Option give, execute and deliver to the Company such agreement and documents as the Board shall reasonably determine necessary to protect the Company.

7. If the outstanding shares of Common Stock or other securities of the Company are increased, decreased, changed into or exchanged for a different number or kind of securities of the Company or any successor or successor-in-interest to the Company, through reorganization, recapitalization, merger, reclassification, forward or reverse split or otherwise, then in each case the exercise price and/or the number of Options and/or the securities underlying the Options shall be adjusted by the Board without any action on the part of the Holder, the Board's reasonable determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive absent manifest error.

8. Subject to the terms and conditions of this Agreement, the Option may be exercised with respect to all or any portion of the Shares subject hereto by the delivery to the Company, at its principal place of business of (a) the written Notice of Exercise in the form attached hereto as Exhibit A, specifying the number of Shares with respect to which the Option is being exercised and signed by the person exercising the Option as provided herein, (b) payment of the exercise price and (c) payment of any withholding tax that the Company may be required to withhold as a result of exercises of the Option by the Holder. The Company shall issue and deliver a certificate or certificates representing said Shares as soon as practicable after the notice and payment is so received. The certificate or certificates for the Shares as to which the Option shall have been so exercised shall be registered in the name of the person or persons so exercising the Option, and shall be delivered as aforesaid to or upon written order of the person or persons exercising the Option. In the event any person or persons other than the Holder are exercising the Option, the notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the Option.

9. All offers, acceptances, notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be either delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the parties at their respective addresses set forth herein, or to such other address as either shall have specified by notice in writing to the other. These shall be deemed given hereunder when so delivered or received, as the case may be.

10. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

11. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.

12. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors and assigns and representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities. The Company may assign this Agreement

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

14. Neither the granting of the Option nor its exercise shall be construed to confer upon the Holder any right with respect to the continuation of his or her employment by the Company (or any subsidiary of the Company) or interfere in any way with the right of the Company (or any subsidiary of the Company), subject to the terms of any separate employment agreement to the contrary, at any time to terminate such employment or to increase or decrease the compensation of the Holder from the rate in existence as of the date hereof.

15. All tax consequences under any applicable law which may arise from the grant of this Option or the exercise thereof, the sale or disposition of any Shares granted hereunder or issued upon exercise of this Option or from any other action of the Holder in connection with the foregoing shall be borne and paid solely by the Holder, and the Holder shall indemnify the Company and its affiliates, and shall hold them harmless against and from any liability for any such tax or penalty, interest or indaxation thereon. The Holder agrees to, and undertakes to comply with, any ruling, settlement, closing agreement or other similar agreement or arrangement with any tax authority in connection with the foregoing which is approved by the Company. The Holder is advised to consult with a tax advisor with respect to the tax consequences of receiving or exercising this Option. The Company does not assume any responsibility to advise the Holder on such matters, which shall remain solely the responsibility of the Holder. The Holder shall notify the Company in writing promptly and in any event within ten (10) days after the date on which the Holder first obtains knowledge of any tax bureau inquiry, audit, assertion, determination, investigation, or question relating in any manner to the Option granted or received hereunder or Shares issued thereunder and shall continuously inform the Company of any developments, proceedings, discussions and negotiations relating to such matter, and shall allow the Company and its representatives to participate in any proceedings and discussions concerning such matters. Upon request, the Holder shall provide to the Company any information or document relating to any matter described in the preceding sentence, which the Company, in its discretion, requires.

16. The Company and the Holder acknowledge that this Agreement shall be subject to compliance with any applicable rules, regulations and policies of any stock exchange or exchanges on which any securities of the Company may from time to time be listed and any other securities authority having jurisdiction.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

AWAYSIS CAPITAL, INC.

By: /s/

Name: _____

Title:

HOLDER:

/s/ Michael Singh

Name: MICHAEL SINGH

EXHIBIT A

**NOTICE OF EXERCISE OF
NON-STATUTORY COMMON STOCK OPTION**

Name: _____

Address: _____

Date _____

AWAYSIS CAPITAL, INC.

Attention: CEO

Re: Exercise of Awaysis Capital, Inc. Common Stock Option

Gentlemen:

Subject to acceptance hereof in writing by Awaysis Capital, Inc. (the "Company") pursuant to the provisions of the Company's Non-Statutory Common Stock Option Agreement dated as of February 13, 2023 (the "Agreement"), I hereby elect to exercise options granted to me to purchase _____ Shares (as defined in the Agreement), at US\$0.32 per Share (subject to adjustment as provided in the Agreement).

Enclosed is a check in the amount of \$ _____, representing the full exercise price, payable to the Company's order. If applicable, I have also enclosed a check payable to the Company representing payment of applicable withholding taxes.

As soon as the Stock Certificate is registered in my name, please deliver it to me at the above address.

Very truly yours,

AGREED TO AND ACCEPTED:

this ____ day of _____, 20__

Awaysis Capital, Inc.

By: _____

Name:

Title:

**AWAYSIS CAPITAL, INC.
NON-STATUTORY COMMON STOCK OPTION AGREEMENT**

AGREEMENT made as of the 13th day of February, 2023 (the “Grant Date”) by and between AWAYSIS CAPITAL, INC., a Delaware corporation (the “Company”) and Andrew Trumbach (the “Holder”).

WHEREAS, pursuant to that Employment Agreement (the “Employment Agreement”) between the Company and the Holder dated as of the Grant Date, the Company agreed to grant to the Holder an option to purchase 11,250,000 shares of the Company’s common stock, par value \$0.01 per share (the “Common Stock”), conditioned upon the Holder’s acceptance thereof upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Holder desires to acquire said option on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. The Company hereby grants to the Holder the right and option (hereinafter called the “Option”), to purchase all or any part of an aggregate of 11,250,000 shares of Common Stock (the “Shares”) on the terms and conditions herein set forth.
2. This Option is a non-statutory option, and not an incentive option as defined in Section 422 of the Internal Revenue Code.
3. The Option granted hereby shall become exercisable by the Holder at a price per Share (subject to adjustment as provided for herein) and at such times, as follows:

Number of Options	Exercise Price per Share	Vesting Date/ First Exercisable
11,250,000	US\$0.32	February 13, 2023

4. The Option, to the extent not previously exercised, shall terminate and become null and void on February 13, 2033.

5. The exercise price of the Shares as to which the Option is exercised shall be paid in full at the time of exercise by cash or check payable to the order of the Company. The Holder shall not have any of the rights of a holder of Shares until the date of the issuance of a certificate to Holder for such Shares.

6. A. This Option and the rights and privileges conferred hereby may not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process, except in the event of death. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this Option or any right or privilege conferred hereby, contrary to the provisions hereof, or upon the levy of any attachment or similar process on the rights and privileges conferred hereby, this Option and the rights and privileges conferred hereby shall immediately become null and void.

B. The Board of Directors of the Company (the "Board") may reasonably require, as a condition to the exercise of any Option, that the person exercising such Option give, execute and deliver to the Company such agreement and documents as the Board shall reasonably determine necessary to protect the Company.

7. If the outstanding shares of Common Stock or other securities of the Company are increased, decreased, changed into or exchanged for a different number or kind of securities of the Company or any successor or successor-in-interest to the Company, through reorganization, recapitalization, merger, reclassification, forward or reverse split or otherwise, then in each case the exercise price and/or the number of Options and/or the securities underlying the Options shall be adjusted by the Board without any action on the part of the Holder, the Board's reasonable determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive absent manifest error.

8. Subject to the terms and conditions of this Agreement, the Option may be exercised with respect to all or any portion of the Shares subject hereto by the delivery to the Company, at its principal place of business of (a) the written Notice of Exercise in the form attached hereto as Exhibit A, specifying the number of Shares with respect to which the Option is being exercised and signed by the person exercising the Option as provided herein, (b) payment of the exercise price and (c) payment of any withholding tax that the Company may be required to withhold as a result of exercises of the Option by the Holder. The Company shall issue and deliver a certificate or certificates representing said Shares as soon as practicable after the notice and payment is so received. The certificate or certificates for the Shares as to which the Option shall have been so exercised shall be registered in the name of the person or persons so exercising the Option, and shall be delivered as aforesaid to or upon written order of the person or persons exercising the Option. In the event any person or persons other than the Holder are exercising the Option, the notice shall be accompanied by appropriate proof of the right of such person or persons to exercise the Option.

9. All offers, acceptances, notices, requests, deliveries, payments, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be either delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid to the parties at their respective addresses set forth herein, or to such other address as either shall have specified by notice in writing to the other. These shall be deemed given hereunder when so delivered or received, as the case may be.

10. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

11. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.

12. This Agreement shall inure to the benefit of and be binding upon the parties hereto and to the extent not prohibited herein, their respective heirs, successors and assigns and representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and as provided above, their respective heirs, successors, assigns and representatives any rights, remedies, obligations or liabilities. The Company may assign this Agreement

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

14. Neither the granting of the Option nor its exercise shall be construed to confer upon the Holder any right with respect to the continuation of his or her employment by the Company (or any subsidiary of the Company) or interfere in any way with the right of the Company (or any subsidiary of the Company), subject to the terms of any separate employment agreement to the contrary, at any time to terminate such employment or to increase or decrease the compensation of the Holder from the rate in existence as of the date hereof.

15. All tax consequences under any applicable law which may arise from the grant of this Option or the exercise thereof, the sale or disposition of any Shares granted hereunder or issued upon exercise of this Option or from any other action of the Holder in connection with the foregoing shall be borne and paid solely by the Holder, and the Holder shall indemnify the Company and its affiliates, and shall hold them harmless against and from any liability for any such tax or penalty, interest or indention thereon. The Holder agrees to, and undertakes to comply with, any ruling, settlement, closing agreement or other similar agreement or arrangement with any tax authority in connection with the foregoing which is approved by the Company. The Holder is advised to consult with a tax advisor with respect to the tax consequences of receiving or exercising this Option. The Company does not assume any responsibility to advise the Holder on such matters, which shall remain solely the responsibility of the Holder. The Holder shall notify the Company in writing promptly and in any event within ten (10) days after the date on which the Holder first obtains knowledge of any tax bureau inquiry, audit, assertion, determination, investigation, or question relating in any manner to the Option granted or received hereunder or Shares issued thereunder and shall continuously inform the Company of any developments, proceedings, discussions and negotiations relating to such matter, and shall allow the Company and its representatives to participate in any proceedings and discussions concerning such matters. Upon request, the Holder shall provide to the Company any information or document relating to any matter described in the preceding sentence, which the Company, in its discretion, requires.

16. The Company and the Holder acknowledge that this Agreement shall be subject to compliance with any applicable rules, regulations and policies of any stock exchange or exchanges on which any securities of the Company may from time to time be listed and any other securities authority having jurisdiction.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

EXHIBIT A

**NOTICE OF EXERCISE OF
NON-STATUTORY COMMON STOCK OPTION**

Name: _____

Address: _____

Date _____

AWAYSIS CAPITAL, INC.

Attention: CEO

Re: Exercise of Awaysis Capital, Inc. Common Stock Option

Gentlemen:

Subject to acceptance hereof in writing by Awaysis Capital, Inc. (the "Company") pursuant to the provisions of the Company's Non-Statutory Common Stock Option Agreement dated as of February 13, 2023 (the "Agreement"), I hereby elect to exercise options granted to me to purchase _____ Shares (as defined in the Agreement), at US\$0.32 per Share (subject to adjustment as provided in the Agreement).

Enclosed is a check in the amount of \$ _____, representing the full exercise price, payable to the Company's order. If applicable, I have also enclosed a check payable to the Company representing payment of applicable withholding taxes.

As soon as the Stock Certificate is registered in my name, please deliver it to me at the above address.

Very truly yours,

AGREED TO AND ACCEPTED:

this ____ day of _____, 20__

Awaysis Capital, Inc.

By: _____

Name:

Title:

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael Singh, certify that:

1. I have reviewed this Form 10-K of Awaysis Capital, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods present in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13-a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involved management or other employees who have a significant role in the registrant's internal control over financial reporting.

October 16, 2023

By: */s/ Michael Singh*

Michael Singh
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Amir Vasquez, certify that:

1. I have reviewed this Form 10-K of Awaysis Capital, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods present in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13-a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involved management or other employees who have a significant role in the registrant's internal control over financial reporting.

October 16, 2023

By: */s/ Andrew Trumbach*

Andrew Trumbach
President and Chief Financial Officer
(Principal Financial and Accounting Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the accompanying Annual Report on Form 10-K of Awaysis Capital, Inc. for the fiscal year ended June 30, 2023, I, Michael Singh, Chairman of the Board and Chief Executive Officer of Awaysis Capital, Inc., hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief, that:

1. Such Annual Report on Form 10-K for the fiscal year ended June 30, 2023 fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in such Annual Report on Form 10-K for the fiscal year ended June 30, 2022, fairly presents, in all material respects, the financial condition and results of operations of Awaysis Capital, Inc.

October 16, 2023

By: /s/ Michael Singh

Michael Singh

Chairman of the Board and Chief Executive Officer

(Principal Executive Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the accompanying Annual Report on Form 10-K of Awaysis Capital, Inc. for the fiscal year ended June 30, 2023, I, Andrew Trumbach, Chief Financial Officer of Awaysis Capital, Inc., hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief, that:

1. Such Annual Report on Form 10-K for the fiscal year ended June 30, 2023 fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in such Annual Report on Form 10-K for the fiscal year ended June 30, 2023, fairly presents, in all material respects, the financial condition and results of operations of Awaysis Capital, Inc.

October 16, 2023

By: /s/ Andrew Trumbach

Andrew Trumbach
President and Chief Financial Officer
(Principal Financial and Accounting Officer)
