

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D/A  
Under the Securities Exchange Act of 1934  
(Amendment No. 2)

NETFABRIC HOLDINGS, INC.

\_\_\_\_\_  
(Name of Issuer)

Common Stock, par value \$0.001 per share

\_\_\_\_\_  
(Title of Class of Securities)

64111Y107  
(CUSIP Number)

\_\_\_\_\_  
(Name, Address, and Telephone Number of Person Authorized to  
Receive Notices and Communications)

December 30, 2010

\_\_\_\_\_  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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NAME OF REPORTING PERSONS

Faisal J. Syed

## S.S. or I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a) 

(b) x

3 SEC USE ONLY

4 SOURCE OF FUNDS\* [OO]

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Canada

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY  
THE  
REPORTING  
PERSON WITH

7 SOLE VOTING POWER

-0-

8 SHARED VOTING POWER

-0-

9 SOLE DISPOSITIVE POWER

-0-

10 SHARED DISPOSITIVE POWER

-0-

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY  
THE REPORTING PERSON

-0-

12 CHECK BOX IF THE AGREGATE AMOUNT IN ROW  
(11) EXCLUDES CERTAIN SHARES\*13 PERCENT OF CLASS REPRESENTED BY AMOUNT  
IN ROW (11)

0 %

14 TYPE OF REPORTING PERSON\*

IN

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

ITEM 1. SECURITY AND ISSUER.

This Schedule 13D (the "Schedule 13D"), relates to common stock, par value \$.001 ("Common Stock") of NetFabric Holdings, Inc., a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 299 Cherry Hill Road, Parsippany, NJ 07054.

ITEM 2. IDENTITY AND BACKGROUND.

(a) This Schedule 13D is being filed by Faisal J. Syed ("Mr. Faisal Syed"). The foregoing person is hereinafter sometimes referred to as the "Reporting Person."

(b)-(c) Mr. Faisal Syed is a natural person, and his principal occupation is a serial entrepreneur. The address of his principal office and principal place of business is 12 Kings Brook Court, Mendham 07945.

(d)-(e) During the last five years the Reporting Person has not (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction where as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Syed is a Canadian citizen.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

On or about December 30, 2010, Mr. Faisal Syed entered into a stock purchase agreement (the "Agreement") among the Issuer, certain stockholders of the company identified in Schedule A thereto, and certain purchasers of shares of the company identified in Schedule B thereto. Pursuant to the Agreement, Mr. Faisal Syed sold an aggregate of 13,238,642 shares of the Issuers Common stock for an aggregate consideration of \$41,794.

ITEM 4. PURPOSE OF TRANSACTION.

The purpose of the transaction is to sell the securities of the Issuer. Mr. Faisal Syed originally acquired the securities of the Issuer for general investment purposes.

Except as set forth above, there are no plans or proposals which the Reporting Person may have which relate to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) See Items 11 and 13 of the cover page to this Schedule 13D for the aggregate number of Common Stock and percentage of Common Stock beneficially owned by the Reporting Person.

(b) See Items 7 through 10 of the cover page to this Schedule 13D for the number of Common Stock beneficially owned by the Reporting Person as to which there is sole power to vote or to direct the vote, shared power to vote or to direct the vote and sole or shared power to dispose or to direct the disposition.

(c) The Reporting Person has not effected any transactions in the class of securities described in the past 60 days.

(d) To the knowledge of the Reporting Person, no person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, securities covered by this Schedule 13D.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

None

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit 1. Stock Purchase Agreement, dated December 30, 2010, by and among NetFabric Holdings, Inc., stockholders of NetFabric Holdings, Inc. identified on Schedule A thereto, and purchasers of shares of NetFabric Holdings, Inc. identified on Schedule B thereto.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete, and correct.

Date: January 19, 2011

By: /s/ Faisal J. Syed

Name: Faisal J. Syed

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") dated as of December 30, 2010, among NetFabric Holdings, Inc., a Delaware corporation (the "Company"), the stockholders of the Company identified on Schedule A attached hereto (the "Sellers"), and the purchasers of such shares identified on Schedule B attached hereto (the "Purchasers").

### RECITALS

WHEREAS, the Sellers are the owners of 61,320,658 shares of common stock of the Company (the "Shares"), representing 63.2% of the issued and outstanding shares of the Company on a fully-diluted basis; and

WHEREAS, the Sellers desire to transfer and sell, and the Purchasers desires to purchase, all of the Sellers' rights, title, and interest in and to all of the Shares pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Agreement to Purchase and Sell at the Closing. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), the Sellers shall sell, assign, transfer, convey, and deliver to the Purchasers, and the Purchasers shall accept and purchase, the Shares and any and all rights in the Shares to which Sellers are entitled, and by doing so Sellers shall be deemed to have assigned all of their rights, title and interest in and to the Shares to the Purchasers. Such sale of the Shares shall be evidenced by stock certificates, duly endorsed in blank or accompanied by stock powers duly executed in blank or other instruments of transfer in form and substance satisfactory to the Purchasers.

2. Consideration. In consideration for the sale of the Shares, the Purchasers shall deliver to the Agent (as defined below) an aggregate of One hundred and ninety three thousand five hundred and eighty nine Dollars (\$193,589) (the "Purchase Price") and the Agent shall be responsible for remitting to Sellers pro rata in accordance with the number of shares listed on Schedule A.

3. Closing; Delivery.

(a) The purchase and sale of the Shares shall be held simultaneously with the execution of this Agreement at such place as the parties hereto may agree (the "Closing"). Such date shall be hereinafter referred to as the "Closing Date."

(b) At the Closing:

(1) The Agent shall deliver, on behalf of the Sellers, to the Purchasers the following:

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(A) stock certificates evidencing the Shares, duly endorsed in blank or accompanied by stock powers duly executed in blank, signature medallion guaranteed, with any other instruments of transfer in form and substance reasonably satisfactory to the Purchasers;

(B) any documentary evidence of the due recordation in the Company's share register of each Purchaser's full and unrestricted title to the number of Shares indicated next to such Purchaser's name on Schedule B;

(C) a shareholders' list, dated not more than two (2) days before the Closing, including names and addresses of each shareholder, certificate numbers and issue dates, certified by the current transfer agent of the Company;

(D) resignation letters dated the Closing Date from all the current officers and directors of the Company, other than a resignation letter from Vasanth Thatham who is remaining as the Chief Financial Officer and a resignation letter from [Fahid Syed] as a director of the Company, which shall be effective ten (10) days after the mailing of an information statement pursuant to Rule 14f-1 (the "Information Statement");

(E) resolutions duly authorized by the Board of Directors of the Company authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated herein;

(F) resolutions duly authorized by the Board of Directors of the Company appointing Cristiano Germinario as President and a director of the Company and appointing Stephen J. Cole-Hatchard as a director effective ten (10) days after the Information Statement is filed and mailed to the stockholders of the Company;

(G) all the books and records of the Company, including copies of all tax returns, board and shareholder resolutions, SEC, EDGAR codes and FINRA correspondence and bank accounts;

(H) a good standing certificate issued by the Secretary of State of the State of Delaware and the State of New Jersey dated not more than two (2) days before the Closing; and

(I) such other documents as may be required under applicable law or reasonably requested by the Purchasers or their counsel.

(2) Purchaser shall deliver to the Agent the Purchase Price by wire transfer of immediately available funds to an account designated by the Agent.

4. Administrative Agent. Each Seller hereby irrevocably constitutes and appoints, effective as of the date hereof, Vasan Thatham (together with his permitted successors, the "Agent"), as the true and lawful agent and attorney-in-fact to: (a) enter into any agreement in connection with any transactions contemplated by this Agreement, (b) exercise any or all of the powers, authority and discretion conferred on him under this Agreement or any such agreement, (c) sign any documents requested by the Purchasers to effectuate the transactions contemplated by this Agreement; (d) accept delivery of and to submit for exchange and cancellation any of the Shares, to waive any terms and conditions of any such agreement, to give and receive notices on such Seller's behalf and to be his, her or its exclusive representative with respect to any matter or proceeding arising with respect to any transaction contemplated by this Agreement, including, without limitation, the defense, settlement or compromise of any proceeding for which any Seller may be entitled to indemnification, and (e) to act as the "purchaser representative" for any Seller who is not an "accredited investor" as that term is defined in Rule 501 adopted by the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act") in connection with evaluating the merits and risks of selling the Shares as contemplated hereunder, and the Agent agrees to act as, and to undertake the duties and responsibilities of, such agent and attorney-in-fact. The Agent hereby represents and warrants to the other Sellers that: (1) he has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of the transactions contemplated by this Agreement and (2) there is no material relationship between himself and the Company other than the matters set forth in this Agreement relating to the Shares that he will receive as a result of the transactions contemplated by this Agreement, including compensation and other benefits that he will receive after the Closing. The Purchasers shall be entitled to deal exclusively with the Agent on all matters contemplated herein and shall be entitled to rely exclusively (without further evidence of any kind whatsoever) on any document executed or purported to be executed on behalf of any Seller by the Agent, and on any other action taken or purported to be taken on behalf of any Seller by the Agent, as fully binding upon such Seller.

The Agent shall not be liable to anyone for any action taken or not taken by him in good faith or for any mistake of fact or law for anything that he may do or refrain from doing in connection with his obligations under this Agreement (A) with the consent of Sellers who, as of the date of this Agreement, owned a majority of the outstanding shares of the Shares, or (B) in the absence of his own gross negligence or willful misconduct. The Agent may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed to be genuine and to have been signed or presented by the proper party or parties. The Agent shall not be liable for any other parties' forgeries, fraud or false representations.

5. Representations and Warranties of Sellers. As an inducement to the Purchasers to enter into this Agreement and to consummate the transactions contemplated herein, (a) each Seller, severally and not jointly, hereby makes the representations and warranties in Sections 5.1 through 5.7, as of the Closing, to the Purchasers, and (b) Fahad Syed and the Company hereby makes the representations and warranties in Sections 5.8 through 5.22, as of the Closing, to the Purchasers as follows:

5.1 Seller has the right, power, authority and capacity to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform his obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with the terms hereof.



5.2 Seller is the sole record and beneficial owner of the Shares indicated next to such Seller's name on Schedule A attached hereto, has good and marketable title to the Shares, free and clear of all Encumbrances (as defined below), other than applicable restrictions under applicable securities laws, and has full legal right and power to sell, transfer and deliver the Shares to the Purchasers in accordance with this Agreement. "Encumbrances" means any liens, pledges, hypothecations, charges, adverse claims, options, preferential arrangements or restrictions of any kind, including, without limitation, any restriction of the use, voting, transfer, receipt of income or other exercise of any attributes of ownership. Upon the execution and delivery of this Agreement, the Purchasers will receive good and marketable title to the Shares, free and clear of all Encumbrances, other than restrictions imposed pursuant to any applicable securities laws and regulations. There are no stockholders' agreements, voting trust, proxies, options, rights of first refusal or any other agreements or understandings with respect to the Shares.

5.3 The Shares are duly authorized, validly issued, fully paid and non-assessable, and were not issued in violation of any preemptive or similar rights.

5.4 None of the execution, delivery, or performance of this Agreement, and the consummation of the transactions contemplated hereby, conflicts or will conflict with, or (with or without notice or lapse of time, or both) result in a termination, breach or violation of (a) any instrument, contract or agreement to which the Seller is a party or by which he is bound, or to which the Shares are subject; or (b) any federal, state, local or foreign law, ordinance, judgment, decree, order, statute, or regulation, or that of any other governmental body or authority, applicable to the Seller or the Shares.

5.5 No consent, approval, authorization or order of, or any filing or declaration with any governmental authority or any other person is required for the consummation by the Seller of any of the transactions on its part contemplated under this Agreement.

5.6 Neither Seller nor any of his respective affiliates has any interest, direct or indirect, in any shares of capital stock or other equity in the Company or has any other direct or indirect interest in any tangible or intangible property which the Company uses or has used in the business conducted by the Company, or has any direct or indirect outstanding indebtedness to or from the Company, or related, directly or indirectly, to its assets, other than the Shares.

5.7 Neither any Seller nor any of its affiliates nor any person acting on its or their behalf (a) has conducted or will conduct any general solicitation (as that term is used in Rule 502(c) of Regulation D) or general advertising with respect to any of the Shares, or (b) made any offers or sales of any security or solicited any offers to buy any security under any circumstances that would require registration of the Shares under the Securities Act.

5.8 The only bank account maintained by the Company is account #4354 00170 5 at Capital One Bank, at their branch at 145 Route 17 South, East Rutherford, NJ 07073.

5.9 The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware, with full power and authority to own, lease, use and operate its properties and to carry on its business as and where now owned, leased, used, operated and conducted. The Company does not own, directly or indirectly, any capital stock of any corporation or any equity, profit sharing, participation or other interest in any corporation, partnership, limited liability company, joint venture or other entity, other than NetFabric Corporation, a New Jersey corporation which is wholly-owned by the Company.

5.10 As of the Closing, the Company's authorized capital will consist of (a) 200,000,000 shares of common stock authorized (the "Common Stock"), of which 97,053,044 shares are issued and outstanding, 10,291,528 of which are freely tradeable without any restrictions or Encumbrances and 86,761,516 of which are restricted under the Securities Act, (i) with each holder thereof being entitled to cast one vote for each share held on all matters properly submitted to the shareholders for their vote; and (ii) there being no pre-preemptive rights and no cumulative voting; and (b) no shares of preferred stock or any other class of security. Except as set forth on Schedule 5.10, the Company has no shares reserved for issuance pursuant to a stock option plan or pursuant to securities exercisable for, or convertible into or exchangeable for shares of Common Stock. All of the issued and outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable. No shares of capital stock of the Company are subject to preemptive rights or any other similar rights. Except as set forth on Schedule 5.10, there are (1) no outstanding options, warrants, scrip, rights to subscribe for, puts, calls, rights of first refusal, agreements, understandings, claims or other commitments or rights of any character whatsoever relating to, or securities or rights convertible into or exchangeable for any shares of capital stock of the Company or arrangements by which the Company is or may become bound to issue additional shares of capital stock of the Company, (2) no agreements or arrangements under which the Company is obligated to register the sale of any of its or their securities under the Securities Act, and (3) no anti-dilution or price adjustment provisions contained in any security issued by the Company (or in any agreement providing any such rights).

5.11 Upon the consummation of the transactions contemplated herein, the Purchasers will own 63.2% of the issued and outstanding share capital of the Company on a fully-diluted basis, free and clear of any Encumbrances, other than those created by applicable federal and state securities laws.

5.12 Except as set forth on Schedule 5.12, the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "1934 Act") (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements and schedules thereto and documents (other than exhibits to such documents) incorporated by reference therein, being hereinafter referred to herein as the "SEC Documents"). As of their respective dates, the SEC Documents complied in all material respects with the requirements of the 1934 Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the statements made in any such SEC Documents is, or has been, required to be amended or updated under applicable law (except for such statements as have been amended or updated in subsequent filings prior the date hereof). Since May 2010, the Company has not received any communication from the SEC regarding any SEC Document or any disclosure contained therein, and all correspondence from the SEC prior to such date have previously been provided to the Purchasers. The Company has not received any communication from FINRA or any other regulatory authority regarding any SEC Document or any disclosure contained therein. As of their respective dates, the financial statements of the Company included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with United States generally accepted accounting principles, consistently applied, during the periods involved (except (a) as may be otherwise indicated in such financial statements or the notes thereto, or (b) in the case of unaudited interim statements, to the extent they may not include footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of their operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). As of the Closing, the Company has no debts, liabilities, obligations, direct, indirect, absolute or contingent, whether accrued, vested or otherwise, whether known or unknown.

5.13 Except as set forth on Schedule 5.13, the Company does not (a) have any employees, (b) owe any compensation of any kind, deferred or otherwise, to any person, including without limitation, agents, representatives, consultants, accountants and attorneys, (c) have any written or oral employment agreement with any person, nor (d) is it a party to or bound by any collective bargaining agreement. There are no loans or other obligations payable to or owing by the Company to any stockholder, officer, director, agent, representative, consultant, accountant, attorney or otherwise nor are there any loans or debts payable or owing by any such persons to the Company or any guarantees by the Company of any loan or obligation of any nature to which any such person is a party.

5.14 The Company does not own, use or possesses any licenses or rights to use any patents, patent applications, patent rights, inventions, know-how, trade secrets, trademarks, trademark applications, service marks, service names, trade names and copyrights (“Intellectual Property”). There is no claim or action by any person pertaining to, or proceeding pending or threatened in writing, which challenges the right of the Company with respect to any Intellectual Property.

5.15 The Company is not a party to any contract, arrangement or agreement, whether oral or in writing, including without limitation, loan agreements, credit lines, promissory notes, mortgages, pledges, guarantees, security agreements, factoring agreements, letters of credit, powers of attorney or other arrangements to loan or borrow money or extend credit. Except as set forth on Schedule 5.15, as of Closing, the Company does not owe any monies or obligations to any third parties. Schedule 5.15 is a complete and accurate list of the only monies or obligations owed by the Company or its wholly-owned subsidiary as of the Closing.

5.16 The Company has made or filed all federal, state and foreign income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations. There are no unpaid taxes in excess of two thousand dollars (\$2,000) claimed to be due by the taxing authority of any jurisdiction, and Seller knows of no basis for any such claim. The Company has not executed a waiver with respect to the statute of limitations relating to the assessment or collection of any foreign, federal, state or local tax. None of the Company’s tax returns is presently being audited by any taxing authority. The Sellers expressly assume and shall pay any taxes due by the Company up to the date of the Closing.

5.17 The Company is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exemptions, consents, certificates, approvals and orders necessary to own, lease and operate its properties and to carry on its business as it is now being conducted (collectively, the "Permits"), and there is no action pending or threatened in writing regarding suspension or cancellation of any of the Permits. The Company is not in conflict with, or in default or violation of, any of the Permits to an extent that would have a material adverse effect on the Company. The Company has not received in writing any notification with respect to possible conflicts, defaults or violations of applicable laws.

5.18 There are, with respect to the Company or any predecessors thereof, no past or present violations of Environmental Laws (as defined below), releases of any material into the environment, actions, activities, circumstances, conditions, events, incidents, or contractual obligations which may give rise to any common law environmental liability or any liability under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or similar federal, state, local or foreign laws and the Company has not received any notice with respect to any of the foregoing, nor is any action pending or threatened in writing in connection with any of the foregoing. The term "Environmental Laws" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants contaminants, or toxic or hazardous substances or wastes (collectively, "Hazardous Materials") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder. Other than those that are or were stored, used or disposed of in compliance with applicable law, no Hazardous Materials are contained on or about any real property currently owned, leased or used by the Company, and no Hazardous Materials were released on or about any real property previously owned, leased or used by the Company. There are no underground storage tanks on or under any real property owned, leased or used by the Company.

5.19 The Company does not own any real or personal property.

5.20 Intentionally Omitted.

5.21 All information relating to or concerning the Company set forth in this Agreement and otherwise in connection with the transactions contemplated hereby is true and correct in all respects and neither the Company nor any Seller has omitted to state any fact necessary in order to make the statements made herein or therein, in light of the circumstances under which they were made, not misleading. No event or circumstance has occurred or exists with respect to the Company or its or their business, properties, prospects, operations or financial conditions, which, under applicable law, rule or regulation, requires public disclosure or announcement by the Company but which has not been so publicly announced or disclosed.

5.22 The purchase of the Shares by Purchaser from Seller will not give rise to any dissenting shareholders' rights under Delaware law, the Certificate of Incorporation or By-Laws of the Company, or otherwise. All issuances by the Company of shares of Common Stock in past transactions have been legally and validly effected, and all of such shares of Common Stock are fully paid and non-assessable. All of the offerings were conducted in strict accordance with the requirements of Regulation D, Rules 504, 505 and 506, as applicable, in full compliance with the requirements of the Securities Act and the 1934 Act, as applicable, and in full compliance with and according to the requirements of Delaware law and the Certificate of Incorporation and By-laws of the Company. The Company does not have in effect any plan, scheme, device or arrangement, commonly or colloquially known as a "poison pill" or "anti-takeover" plan or similar plan, scheme, device or arrangement. No other state takeover statute or similar statute or regulation applies or purports to apply to this agreement or the transactions contemplated hereby.

6. Representations and Warranties of the Purchasers. As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated herein, each Purchaser, severally and not jointly, represent and warrant, as of the Closing, to the Sellers as follows:

6.1 Authority. Purchaser has the right, power, authority and capacity to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations under this Agreement. This Agreement constitutes the legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with the terms hereof.

6.2 No Consent. No consent, approval, authorization or order of, or any filing or declaration with any governmental authority or any other person is required for the consummation by the Purchaser of any of the transactions on its part contemplated under this Agreement.

6.3 No Conflict. None of the execution, delivery, or performance of this Agreement, and the consummation of the transactions contemplated hereby, conflicts or will conflict with, or (with or without notice or lapse of time, or both) result in a termination, breach or violation of (a) any instrument, contract or agreement to which Purchaser is a party or by which he is bound; or (b) any federal, state, local or foreign law, ordinance, judgment, decree, order, statute, or regulation, or that of any other governmental body or authority, applicable to Purchaser.

6.4 Potential Loss of Investment. Purchaser understands that an investment in the Shares is a speculative investment which involves a high degree of risk and the potential loss of its entire investment.

6.5 Receipt of Information. Purchaser has received all documents, records, books and other information pertaining to his investment that has been requested by the Purchaser, including without limitation, the SEC filings made by the Company.

6.6 No Advertising. At no time was the Purchaser presented with or solicited by any leaflet, newspaper or magazine article, radio or television advertisement, or any other form of general advertising or solicited or invited to attend a promotional meeting otherwise than in connection and concurrently with such communicated offer.

6.7 Investment Experience. The Purchaser is (a) experienced in making investments of the kind described in this Agreement, (b) able, by reason of his business and financial experience to protect its own interests in connection with the transactions described in this Agreement, and (c) able to afford the entire loss of its investment in the Shares.

6.8 Restricted Securities. Purchaser understands that the restricted Shares have not been registered under the Securities Act or registered or qualified under any the securities laws of any state or other jurisdiction, are “restricted securities,” and cannot be resold or otherwise transferred unless they are registered under the Securities Act, and registered or qualified under any other applicable securities laws, or an exemption from such registration and qualification is available. Each certificate for any of the restricted Shares shall bear a legend to the foregoing effect.

6.9 Investment Purposes. The Purchaser is acquiring the restricted Shares for its own account as principal, not as a nominee or agent, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof in whole or in part and no other person has a direct or indirect beneficial interest in the amount of restricted Shares the Purchaser is acquiring herein. Further, the Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the restricted Shares the Purchaser is acquiring.

6.10 No Obligation to Register Shares. The Purchaser understands that the Company is under no obligation to register the restricted Shares under the Securities Act, or to assist the Purchasers in complying with the Securities Act or the securities laws of any state of the United States or of any foreign jurisdiction.

## 7. Indemnification; Survival.

7.1 Indemnification. Each party hereto shall jointly and severally indemnify and hold harmless the other party and such other party’s agents, beneficiaries, affiliates, representatives and their respective successors and assigns (collectively, the “Indemnified Persons”) from and against any and all damages, losses, liabilities, taxes and costs and expenses (including, without limitation, attorneys’ fees and costs) (collectively, “Losses”) resulting directly or indirectly from (a) any inaccuracy, misrepresentation, breach of warranty or non-fulfillment of any of the representations and warranties of such party in this Agreement, or any actions, omissions or statements of fact inconsistent with in any material respect any such representation or warranty, (b) any failure by such party to perform or comply with any agreement, covenant or obligation in this Agreement. Notwithstanding the foregoing, the amount of indemnity owed by each Seller for Losses shall be limited to the amount of the Purchase Price received by such Seller, provided, however, that the liability of Fahad Syed shall be limited to \$35,000.

7.2 Limitations of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE AGGREGATE LIABILITY OF EACH SELLER (INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE AFFILIATES, AGENTS AND ESTATES) ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED THE AMOUNT OF CONSIDERATION PAID TO SUCH SELLER IN RESPECT OF THE SHARES SOLD BY SUCH SELLER PURSUANT TO THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE AGGREGATE LIABILITY OF FAHAD SYED UNDER THIS AGREEMENT SHALL NOT EXCEED THIRTY FIVE THOUSAND DOLLARS (\$35,000).

7.3 Survival. All representations, warranties, covenants and agreements of the parties contained herein or in any other certificate or document delivered pursuant hereto shall survive the Closing Date for twelve (12) months thereafter, provided that Sections 5.2 and 5.16 shall survive until the expiration of the applicable statute of limitations.

8. Miscellaneous.

8.1 Further Assurances. From time to time, whether at or following the Closing, each party shall make reasonable commercial efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable, including as required by applicable laws, to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement.

8.2 Notices. All notices or other communications required or permitted hereunder shall be in writing shall be deemed duly given (a) if by personal delivery, when so delivered, (b) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below, or (c) if sent through an overnight delivery service in circumstances to which such service guarantees next day delivery, the day following being so sent to the addresses of the parties as indicated on the signature page hereto. Any party may change the address to which notices and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

If to any Seller, to the addresses set forth on Schedule A attached hereto.

If to the Company, to:

NetFabric Holdings, Inc  
299 Cherry Hill Road  
Parsippany, NJ 07054  
Attn:  
Phone:  
Fax:

with a copy to:

K&L Gates LLP  
599 Lexington Avenue  
New York, NY 10022  
Attn: Robert S. Matlin, Esq.  
Phone: 212-536-4066  
Fax: 212-596-3901

If to any Purchaser, to the addresses set forth on Schedule B attached hereto.

with a copy to:

David Lubin & Associates, PLLC  
5 North Village Avenue  
Rockville Centre, NY 11570  
Phone: 516-887-8200  
Fax: 516-887-8250

8.3 Choice of Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law that would result in the application of the laws of a jurisdiction other than the State of New York.

8.4 Jurisdiction. The parties hereby irrevocably consent to the in personam jurisdiction of the state or federal courts located in the County of New York, State of New York, in connection with any action or proceeding arising out of or relating to this Agreement or the transactions and the relationships established thereunder. The parties hereby agree that such courts shall be the venue and exclusive and proper forum in which to adjudicate such matters and that they will not contest or challenge the jurisdiction or venue of these courts. The prevailing party in any action or threatened action relating to this Agreement or the transactions contemplated hereby shall be entitled to recover from the other party or parties its reasonable attorney's fees and costs. **EACH PARTY HERETO WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH HEREOF.**

8.5 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersedes all prior and contemporaneous agreements, arrangements and understandings of the parties relating to the subject matter hereof. No representation, promise, inducement, waiver of rights, agreement or statement of intention has been made by any of the parties which is not expressly embodied in this Agreement.

8.6 Assignment. Each party's rights and obligations under this Agreement shall not be assigned or delegated, by operation of law or otherwise, without the other party's prior written consent, and any such assignment or attempted assignment shall be void, of no force or effect, and shall constitute a material default by such party.



8.7 Amendments. This Agreement may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the Company, the Purchasers and the Agent.

8.8 Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other term, covenant, representation or warranty of this Agreement.

8.9 Counterparts. This Agreement may be executed simultaneously in two or more counterparts and by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.10 Severability. If any term, provisions, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

8.11 Interpretation. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore shall not be construed against a party or parties on the ground that such party or parties drafted or was more responsible for the drafting of any such provision(s). The parties further agree that they have each carefully read the terms and conditions of this Agreement, that they know and understand the contents and effect of this Agreement and that the legal effect of this Agreement has been fully explained to its satisfaction by counsel of its own choosing or that such party has waived its right to independent counsel.

8.11 No Seller Group. The parties acknowledge and agree that the Sellers are not acting as a group and that each Seller had independently based on its own evaluation decided to enter into this Agreement and the transactions contemplated herein.

*[Remainder of Page Intentionally Omitted; Signature Page to Follow]*

IN WITNESS WHEREOF, the parties have duly executed this Stock Purchase Agreement as of the date first above written.

NETFABRIC HOLDINGS, INC.

By: /s/Fahad Syed  
Name: Fahad Syed  
Title: CEO

SELLERS:

FRED NAZEM

/s/Fred Nazem  
Name: Fred Nazem

FRED F. NAZEM CHILDREN'S TRUST

By: /s/Fred Nazem  
Name: Fred Nazem  
Title: Trustee

FAISAL SYED

/s/ Faisal Syed  
Name: Faisal Syed

MOHAMED ASIF

/s/Mohamed Asif  
Name: Mohamed Asif

FAHAD SYED

/s/ Fahad Syed  
Name: Fahad Syed

JEFF ROBINSON

/s/Jeff Robinson  
Name: Jeff Robinson

PURCHASERS:

SCARBOROUGH LTD.

By: /s/ Clive R. Dakin

Name: Clive R. Dakin

Title: Director

BEAUFORT VENTURES PLC

By: /s/Tanvier Malik

Name: Tanvier Malik

Title: CEO

Agua Alta Ltd.

By: /s/Alberto Ardissonne

Name: Alberto Ardissonne

Title: Director

Il Brolo Ltd.

By: /s/ Clive R. Dakin

Name: Clive R. Dakin

Title: Director

Schedule A

List of Sellers

<u>Sellers</u>	<u>Number of Shares</u>	<u>Applicable Purchase Price</u>
Fred Nazem 44 East 73rd Street New York, NY 10021	16,687,315	
Fred F. Nazem Children's Trust 44 East 73rd Street New York, NY 10021	6,592,212	
Faisal Syed 12 Kings Brook Court Mendham, NJ 07945	13,238,462	
Mohamed Asif 53 Burnet Hill Road Livingston, NJ 07039	13,238,462	
Fahad Syed c/o NetFabric Holdings, Inc 299 Cherry Hill Road Parsippany, NJ 07054	6,731,731	
Jeff Robinson Five Tomaselli Court Ballston Spa, NY 12020	4,832,476	

Schedule B

List of Purchasers

<u>Purchasers</u>	<u>Number of Shares</u>
Scarborough Ltd. c/o Euroba Management Limited P.O. Box HM 370 Hamilton, Bermuda HM BX	29,011,258
Beaufort Ventures PLC c/o Beaufort International Associates Limited 49 Whitehall London SW1A 2BX United Kingdom	26,476,924
Agua Alta Ltd. c/o TMF (B.V.I.) Ltd. Mill Mall P.O. Box 964, Road Town, Tortola, British Virgin Islands	4,832,476
Il Brolo Ltd. c/o Euroba Management Limited P.O. Box HM 370 Hamilton, Bermuda HM BX	1,000,000