P00000111665

LAW OFFICES OF SUZANNE WEISS, P.A.

Business Litigation and Appeals, Franchise and Trade Practice Regulation

Suzanne Weiss, Esq.
Of Counsel:
Andrew J. Weinstein, Esq.

March 21, 2001

Office of Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

700003910687--0
-03/26/01--01153--004
*****35.00 *****35.00

Re: Articles of Share Exchange for Anago Franchising, Inc. and Anago Cleaning Systems, Inc.

Dear Sir or Madam:

Enclosed please find the Articles of Share Exchange for the above-referenced Florida Corporations, along with Check #2481 in the amount of $35 representing the filing fee for same.

Should you have any questions or comments regarding this matter, please do not hesitate to contact me.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2001 JUL 25 PM 2:22

Yours truly,

SUZANNE WEISS

700003910687--0
-07/06/01--01052--004
*****35.00 *****35.00

Share Exchange
KFJ
8-3-2001

1515 University Drive, Suite 203-A, Coral Springs, Florida 33071
Phone: 954 / 656-1013 • Fax: 954 / 424-0483 • E-Mail: Suzanne123@aol.com

LAW OFFICES OF SUZANNE WEISS, P.A.
Business Litigation and Appeals, Franchise and Trade Practice Regulation

Suzanne Weiss, Esq.
Of Counsel:
Andrew J. Weinstein, Esq.

March 21, 2001

Louise Flemming-Jackson
Office of Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Articles of Share Exchange for Anago Franchising, Inc. and Anago Cleaning Systems, Inc.

Dear Ms. Flemming-Jackson:

I am in receipt of your letter dated May 29, 2001, regarding the above-referenced matter. As requested, I have enclosed the original Articles of Share Exchange, **with exhibits**, along with a **properly executed check** # 2519, in the amount of $35 to supplement the $35 fee which was submitted with the original filing (check #2481).

Should you have any questions or comments regarding this matter, please do not hesitate to contact me.

Yours truly,

SUZANNE WEISS

1515 University Drive, Suite 203-A, Coral Springs, Florida 33071
Phone: 954 / 656-1013 • Fax: 954 / 424-0483 • E-Mail: Suzanne123@aol.com

LAW OFFICES OF SUZANNE WEISS, P.A.

Business Litigation and Appeals, Franchise and Trade Practice Regulation

Suzanne Weiss, Esq.
Of Counsel:
Andrew J. Weinstein, Esq.

March 21, 2001

Carol Mustain, Corporate Specialist
Office of Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Articles of Share Exchange for Anago Franchising, Inc. and Anago Cleaning Systems, Inc.

Dear Ms. Mustain:

I am in receipt of your letter dated April 3, 2001, regarding the above-referenced matter. As requested, I have enclosed the original Articles of Share Exhchange along with Check # 2519 in the amount of $35 to supplement the $35 fee which was submitted with the original filing (Check #2481).

Should you have any questions or comments regarding this matter, please do not hesitate to contact me.

Yours truly,

SUZANNE WEISS

1515 University Drive, Suite 203-A, Coral Springs, Florida 33071
Phone: 954 / 656-1013 • Fax: 954 / 424-0483 • E-Mail: Suzanne123@aol.com

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

May 29, 2001

Suzanne Weiss, Esquire
1515 University Drive, Suite 203-A
Coral Springs, FL 33071

SUBJECT: ANAGO CLEANING SYSTEMS, INC.
Ref. Number: P00000111665

We have received your document for ANAGO CLEANING SYSTEMS, INC. and your check(s) totaling $35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please include the exhibit(s) referred to in your document.

Please sign and return your check along with this document in order to complete your filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6910.

Louise Flemming-Jackson
Corporate Specialist Supervisor

Letter Number: 801A00032630

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 3, 2001

SUZANNE WEISS, P.A.
1515 UNIVERSITY DR., SUITE 203-A
CORAL SPRINGS, FL 33071

SUBJECT: ANAGO CLEANING SYSTEMS, INC.
Ref. Number: P00000111665

This will acknowledge receipt of your correspondence which is being returned for the following reason(s):

The fee to file articles of merger or articles of share exchange is $35 per party to the merger or share exchange. Certified copies are optional and are $8.75 for the first 8 pages of the document, and $1 for each additional page, not to exceed $52.50.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6916.

Carol Mustain
Corporate Specialist

Letter Number: 001A00019791

1515 University Drive
Suite #203
Coral Springs FL 33071
Phone: (954) 656-1013
Fax: (954) 424-0483

Suzanne Weiss, P.A.

To:	Ms. Jackson	Fax:	850 / 245-6897
From:	Suzanne Weiss	Date:	July 25, 2001
Re:	Anago Cleaning Systems, Inc.	Pages:	18 incl. cover
CC:			

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Notes: Ms. Jackson- Following herewith is a copy of the Plan and Agreement of Reorganization for the above-referenced corporation's filing of Articles of Share Exchange. Please call me if you have any questions. Thank-you for your attention.

-Suzanne Weiss

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

2001 JUL 25 PM 2:22

ARTICLES OF SHARE EXCHANGE

OF

ANAGO CLEANING SYSTEMS, INC. [Purchaser]

FOR

ANAGO FRANCHISING [Corporation]

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, ANAGO CLEANING SYSTEMS, INC. (the Purchaser), a Florida corporation; ANAGO FRANCHISING, INC. (the Corporation), a Florida corporation, and David R. Povlitz and Terry Mollica, who are each individually called the Shareholder and collectively called the Shareholders, as they are the owners of all of the outstanding shares of the Corporation adopt the following Articles of Share Exchange for the purpose of effecting a reorganization within the meaning of Section 368(a)(1)(B) of the Internal Revenue Code, as amended, wherein the Purchaser will acquire from the Shareholders all of the issued and outstanding shares of the Corporation, in exchange solely for shares of voting stock of the Purchaser.

Plan of Reorganization

1. The Plan of Reorganization setting forth the terms and conditions of the Reorganization of the Purchaser and Corporation is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan

2. There are 100 shares of stock, each of $1.00 par value, of ANAGO FRANCHISING, INC. issued and outstanding that were entitled to vote on the Plan of Reorganization. All outstanding shares were voted in favor of the Plan of Reorganization at a special meeting of the shareholders of ANAGO FRANCHISING, INC. held on February 13, 2001.

3. There are 18,060,000 shares of stock, each of $.001 par value, of ANAGO CLEANING SYSTEMS, INC. issued and outstanding that were entitled to vote on the Plan of Reorganization. All outstanding shares were voted in favor of the Plan of Reorganization at a special meeting of the shareholders of ANAGO CLEANING SYSTEMS, INC. held on February 13, 2001.

Effective Date

4. The Plan of Reorganization shall be effective upon the filing of these Articles with the Department of State or no later than ninety days after the date of filing hereof.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of MARCH 16, 2001

ANAGO CLEANING SYSTEMS, INC.

By: _______________

David R. Povlitz, President/Director

~~ANAGO CLEANING SYSTEMS, INC.~~

By: _______________

Terry Mollica, Vice President/Director

ATTEST:

WILLIAM HANDWERGER

ANAGO FRANCHISING, INC.

By:

David R. Povlitz, President/Director

ANAGO FRANCHISING, INC.

By:

Terry Mollica, Vice President/Director

PLAN AND AGREEMENT OF REORGANIZATION / MAJORITY SHARE ACQUISITION

This Plan and Agreement of Reorganization is entered into by and among ANAGO CLEANING SYSTEMS, INC. (the Purchaser), a Florida corporation; ANAGO FRANCHISING, INC. (the Corporation), a Florida corporation; and David R. Povlitz and Terry Mollica, who are each individually called the Shareholder and collectively called the Shareholders, as they are the owners of all of the outstanding shares of the Corporation.

PLAN OF REORGANIZATION

This Plan of Reorganization shall be a reorganization within the meaning of Section 368(a)(1)(B) of the Internal Revenue Code, as amended. The Purchaser will acquire from the Shareholders all of the issued and outstanding shares of the Corporation, in exchange solely for shares of voting stock of the Purchaser.

AGREEMENT

To consummate the plan of reorganization, the parties, in consideration of the mutual agreements and on the basis of the representations and warranties set forth in this Agreement, agree as follows:

ARTICLE 1

TRANSFER OF CORPORATION'S SHARES AND CONSIDERATION FOR TRANSFER

Transfer of Shares to Purchaser

1.01. Subject to the terms and conditions of this Agreement, each Shareholder will assign, transfer, and deliver to the Purchaser, at the Closing on the Closing Date, certificates for shares of the Corporation duly endorsed in blank with signatures guaranteed by a bank or a member of the New York Stock Exchange, as follows:

Name and Address of Shareholder of Corporation	Number of Shares	Consideration for Transfer to Purchaser
David R. Povlitz	Seventy-five (75) shares	Seventy-five percent (75%) of the initial issuance of purchaser's stock
Terry Mollica	Twenty-five (25) shares	Twenty-five percent (25%) of the initial issuance of purchaser's stock

Transfer of Shares to Shareholders

1.02. At the Closing on the Closing Date, subject to the terms and conditions of this Agreement, and in full consideration for the assignment, transfer, and delivery to the Purchaser of all of the issued and outstanding shares of the Corporation, the Purchaser will deliver to the Shareholders, in proportion to the number of shares of the Corporation owned by each, an aggregate of Seventeen Million Five Hundred Sixty Thousand (17,560,000) of Purchaser's Common Shares (the Common Shares), par value $.001 per share. All Common Shares shall be fully paid and nonassessable.

ARTICLE 2

CLOSING

2.01. The time of the delivery by the Shareholders of their respective shares of the Corporation, as provided in Paragraph 1.01 of this Agreement, and the delivery by the Purchaser of its Common Shares, as provided in Paragraph 1.02 of this Agreement, is referred to in this Agreement as the Closing Date, and the acts of delivery are considered conditions of closing and are sometimes referred to in this Agreement as the Closing. The Closing Date under this Agreement shall be that date determined by the Shareholders and the Purchaser, but in no event shall the Closing Date occur later than ______________. The Closing shall be held at the offices of Suzanne Weiss, P.A., 1515 University Drive, Suite 203, Coral Springs, Florida at 2:00 p.m., on the Closing Date, unless either another time or place is mutually agreed upon by the Shareholders and the Purchaser.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Representations and Warranties by Shareholders and Corporation

3.01. As a material inducement to the Purchaser to execute and perform its obligations under this Agreement, each Shareholder represents and warrants to the Purchaser, to the best of his or her information and belief, as follows:

Organization and Standing of Corporation

(a) The Corporation is duly organized and validly existing and in good standing under the laws of the State of Florida. It has all requisite corporate power and authority to carry on its business as now being conducted, to enter into this Agreement and to carry out and perform the terms and provisions of this Agreement. The Corporation has no subsidiaries and, further, has no direct or indirect interest, either by way of share ownership or otherwise, in any other firm, corporation, association, or business. The Corporation is duly qualified, licensed, or domesticated and in good standing as a foreign corporation authorized to do business in each jurisdiction where the nature of its activities or the character of its properties make qualification, licensing, or domestication necessary.

Capitalization and Indebtedness for Borrowed Money

(b) (1) The Corporation is duly and lawfully authorized by its Articles of Incorporation, as amended, to issue 7500 shares, par value $ 1.00 per share, of which one hundred (100) shares are now validly issued and outstanding. Moreover, the Corporation has no other authorized series or class of shares. All of the Corporation's outstanding shares have been duly authorized and validly issued and are fully paid and nonassessable.

(2) The Corporation is not currently liable on account of any indebtedness for borrowed money, except for that certain line of credit, the creditor for which is Bank of America, the balance owed presently being $9,331.41.

(3) There are no outstanding subscriptions, options, warrants, calls, contracts, demands, commitments, convertible securities, or other agreements or arrangements of any character or nature whatever under which the Corporation is or may be obligated to issue or purchase shares.

Ownership of Corporation's Shares

(c) Each Shareholder severally for himself or herself is, and at the time of the Closing on the Closing Date will be, the lawful owner of the shares of the Corporation set opposite his or her name in Paragraph 1.01 of this Agreement, free and clear of all liens, claims, encumbrances, and restrictions of every kind. Paragraph 1.01 of this Agreement contains a complete and accurate list of all of the Shareholders of the Corporation and its shares held by each. Each Shareholder has full legal right, power, and authority to sell, assign, and transfer his or her shares of the Corporation. The delivery of the shares to the Purchaser pursuant to the provisions of this Agreement will transfer valid title to the shares, free and clear of all liens, encumbrances, claims, and restrictions of any kind.

Financial Statements

(d) The Shareholders have furnished the Purchaser with an unaudited Balance Sheet of the Corporation as of December 31, 2000 (the Balance Sheet), and the related Statement of Income and Retained Earnings for the Twelve Months Ended December 31, 2000.

All financial statements mentioned in this subparagraph present fairly the financial condition of the Corporation at the date specified, and the results of the Corporation's operations for the period specified, and were prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods. Specifically, but not by way of limitation, the Balance Sheet discloses all of the known debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise and whether due or to become due) of the Corporation at the date of the Balance Sheet, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable. The Corporation owes no taxes based on income for the calendar year 1999. All required tax returns of the Corporation have been accurately prepared and duly and timely filed. Any deficiencies or assessments resulting from any examinations by the Internal Revenue Service or other federal, state, or local taxing authorities have been duly paid or are properly reflected in the Balance Sheet.

Present Status

(e) The Corporation has not, since December 31, 2000:

(1) Incurred any obligations or liabilities, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, except current liabilities incurred in the ordinary course of business, none of which adversely affects the business or prospects of the Corporation.

(2) Discharged or satisfied any liens or encumbrances, or paid any obligation or liability, whether absolute, accrued, contingent, or otherwise, and whether due or to become due, other than current liabilities shown on the Balance Sheet and current liabilities incurred since the close of business on the date of the Balance Sheet, in each case in the ordinary course of business.

(3) Declared or made any payment or distribution to its Shareholders or purchased or redeemed, or obligated itself to purchase or redeem, any of its shares or other securities.

(4) Mortgaged, pledged, or subjected to lien or any other encumbrances or charges, any of its tangible or intangible assets.

(5) Sold or transferred any of its assets except for inventory sold in the ordinary course of business, or canceled any debt or claim.

(6) Suffered any damage, destruction, or loss (whether or not covered by insurance) affecting the properties, business, or prospects of the Corporation, or waived any rights of substantial value.

(7) Entered into any transaction other than in the ordinary course of business.

(8) Encountered any labor difficulties or labor union organizing activity or loss of key personnel that will adversely affect the business or prospects of the Corporation.

Litigation

(f) There are no legal actions, suits, arbitrations, or other legal or administrative proceedings pending or threatened against the Corporation that would affect it or its properties, assets, or business; and neither the Corporation nor any of the Shareholders is aware of any facts that to its or their knowledge might result in any action, suit, arbitration, or other proceeding that in turn might result in any material adverse change in the business or condition (financial or otherwise) of the Corporation or its properties or assets. The Corporation is not in default with respect to any judgment, order, or decree of any court or any government agency or instrumentality.

Compliance With Law and Other Instruments

(g) The business operation of the Corporation has been and is being conducted in accordance with all applicable laws, rules, and regulations of all authorities. The Corporation is not in violation of, or in default under, any term or provision of its Articles of Incorporation, as amended, or its regulations, as amended, or of any lien, mortgage, lease, agreement, instrument, order, judgment, or decree, or subject to any restriction of any kind or character contained in any of the foregoing that materially and adversely affects in any way the business, properties, assets, or prospects of the Corporation, or that would prohibit the Shareholders from entering into this Agreement or prevent consummation of the exchange of securities contemplated by this Agreement.

Title to Properties and Assets

(h) The Corporation has good and marketable title to all properties and assets, including without limitation, those reflected in the Balance Sheet and those used or located on property controlled by the Corporation in its business on December 31, 2000 and acquired after that date (except assets sold in the ordinary course of business). The Corporation's properties and assets are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except those that (i) are disclosed on the Balance Sheet as securing specified liabilities; (ii) are disclosed in the Schedule of Assets referred to in subparagraph 3.01(i) of this Agreement; or (iii) do not materially and adversely affect the use of the assets. The buildings and equipment of the Corporation are in good condition and repair, reasonable wear and tear excepted. The Corporation has not been, to the knowledge of any officer of the Corporation or Shareholder, threatened with any action or proceeding under any building or zoning ordinance, regulation, or law.

Schedule of Assets

(i) Prior to the Closing Date, the Shareholders will have made available for inspection by the Purchaser, a separate Schedule of Assets, specifically referring to this subparagraph, containing:

(1) A true and complete legal description of all real properties in which the Corporation has a leasehold interest, together with a description of each indenture, lease, sublease, or any instrument under which the Corporation claims or holds the leasehold interest. The Corporation has valid leasehold interests in the listed properties and all listed instruments are in effect and enforceable according to their respective terms.

(2) A true and complete list of accounts receivable as of a date no earlier than December 31, 2000.

(3) A true and complete list of all capitalized machinery, tools, equipment, and rolling stock owned by the Corporation, setting forth all liens, claims, encumbrances, charges, restrictions, covenants, and conditions.

(4) A true and complete description of all machinery, tools, equipment, and rolling stock held or used by the Corporation under lease, license, or similar arrangement, with a description of each indenture, lease, sublease, license, agreement, or other instrument pursuant to which those items are held or used by the Corporation. The Corporation has valid leasehold interests in the described properties and the listed instruments are in effect and are enforceable according to their respective terms.

(5) A true and complete list of all patents, patent applications, patent licenses, trademarks, trademark registrations and applications, trade names, copyrights and copyright registrations and applications owned by the Corporation.

(6) A complete schedule of all fire and other casualty and liability policies of the Corporation in effect at the time of delivery of the schedule.

Patents and Related Rights

(j) To the knowledge of any Shareholder, the Corporation is not infringing upon or otherwise acting adversely to any copyrights, trademarks, trademark rights, patents, patent rights, or licenses owned by any person or persons, and there is no claim of infringement or any pending or threatened action with respect to any claim of infringement. The Corporation is not obligated or under any liability whatever to make any payments by way of royalties, fees, or otherwise to any owner, licensor of, or other claimant to, any patent, trademark, trade name, copyright, or other intangible assets, with respect to the use of any of those assets in connection with the conduct of its business or otherwise.

Creditor's Arrangements

(k) The Corporation has not made any assignment for the benefit of creditors, and no involuntary or voluntary petition in bankruptcy has been filed by or against the Corporation.

Contracts and Other Obligations

(l) The Corporation is not a party to, or otherwise bound by, any written or oral:

(1) Contract or agreement not made in the ordinary course of business.

(2) Employment or consultant contract that is not terminable at will without cost or other liability to the Corporation or any successor.

(3) Contract with any labor union.

(4) Bonus, pension, profit-sharing, retirement, share purchase, stock option, hospitalization, group insurance, or similar plan that provides employee benefits.

(5) Lease with respect to any property, real or personal, whether as lessor or lessee.

(6) Advertising contract or contract for public relations services.

(7) Purchase, supply, or service contracts in excess of $1,000 each, or in the aggregate of $10,000.

(8) Deed of trust, mortgage, conditional sales contract, security agreement, pledge agreement, trust receipt, or any other agreement or arrangement whereby any of the assets or properties of the Corporation are subjected to a lien, encumbrance, charge, or other restriction.

(9) Contract or other commitment continuing for a period of more than thirty days that is not terminable without cost or other liability to the Corporation or its successors.

(10) Contract that (i) contains a redetermination of price or similar type of provision; or (ii) provides for a fixed price for goods or services sold.

The Corporation has in all respects performed all obligations required to be performed by it to date and is not in material default under any of the contracts, agreements, leases, documents, or other arrangements to which it is a party or by which it is otherwise bound. All parties with whom the Corporation has contractual arrangements are in compliance with their contracts and are not in default. All accounts receivable and notes receivable of the Corporation are due and payable and are free from any defenses, offsets, claims, or counterclaims.

Changes in Compensation

(m) Since December 31, 2000, there has been no general pay increase to employees or any change in the rate of compensation, commission, bonus, or other remuneration payable to any officer, employee, director, agent, or Shareholder of the Corporation.

Inventories

(n) Since December 31, 2000, the Corporation has continued to replenish its inventories in a normal and customary manner consistent with prior and prudent practice prevailing in the business of the Corporation, and will continue to do so until the Closing Date.

Records

(o) The books of account, minute books, share certificate books, and share transfer ledgers of the Corporation are complete and correct, and there have been no transactions involving the business of the Corporation that properly should have been set forth in those books, other than those set forth in those books.

Brokers or Finders

(p) All negotiations on the part of the Shareholders relative to this Agreement and the transaction contemplated in this Agreement have been carried on by the Shareholders without the intervention of any person in a manner giving rise to any valid claim against the Corporation or the Purchaser for a brokerage commission, finder's fee, or similar payment. Any claim for a brokerage commission, finder's fee, or similar payment shall be a liability of the Shareholders and not of the Purchaser or the Corporation.

Absence of Certain Changes or Events

(q) Since December 31, 2000, there has been no material and adverse change in, or event or condition materially and adversely affecting, the condition (financial or otherwise), properties, assets, liabilities, or, to the knowledge of any Shareholder, the business or prospects of the Corporation.

Representations and Warranties by Purchaser

3.02. The Purchaser represents and warrants to the Shareholders, to the best of its officers' information and belief, as follows:

Organization and Standing

(a) The Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida. It has all requisite corporate power and authority to carry on its business as it is now being conducted, to enter into this Agreement, and to carry out and perform the terms and provisions of this Agreement.

Capitalization

(b) The Purchaser's authorized shares consist of One Hundred Million (100,000,000) Common Shares, and One Hundred Million (100,000,000) Preferred shares, par value $ .001 per share, of which zero shares (excluding treasury shares) were validly issued and outstanding prior to the reorganization. No stock options exercisable into the Purchaser's Common Shares, were issued and outstanding as of the close of business on the Closing Date.

Purchaser's Authority

(c) The execution, delivery, and performance of this Agreement have been duly authorized by all requisite corporate action. This Agreement constitutes a valid and binding obligation of the Purchaser in accordance with its terms (except as limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights). No provision of the Articles of Incorporation (as amended), regulations (as amended), minutes, or share certificates of the Purchaser, or of any contract that binds the Purchaser, prevents the Purchaser from delivering good title to its Common Shares in the manner contemplated in this Agreement.

Financial Statements

(d) The Purchaser has furnished the Shareholders with the following:

An unaudited balance sheet of the Purchaser as of _______________ and the related statements of earnings and shareholders' equity for the specified period.

The foregoing financial statements present fairly the financial condition of the Purchaser at the specified dates and the results of the Purchaser's operations for the periods specified, and were prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods.

Status of Shares to Be Issued by Purchaser

(e) All of the Common Shares to be issued to the Shareholders pursuant to this Agreement will, when issued, be validly issued and outstanding, fully paid, and nonassessable.

Absence of Certain Changes or Events

(f) Since January 31, 2001, there has been no material adverse change in, or event or condition materially and adversely affecting, the condition (financial or otherwise), properties, assets, liabilities, or, to the knowledge of any officer of the Purchaser, the business or prospects of the Purchaser.

Litigation

(g) There are no actions, suits, or proceedings pending or, to the knowledge of any officer or officers of the Purchaser, threatened against the Purchaser that would materially and adversely affect the Purchaser, its respective properties or assets, or the conduct of its business.

Brokers

(h) All negotiations on the part of the Purchaser relative to this Agreement and the transaction contemplated in this Agreement have been carried on by the Purchaser without the intervention of any person in a manner giving rise to any valid claim against the Shareholders for a brokerage commission, finder's fee, or similar payment.

ARTICLE 4

ACTIONS AND OBLIGATIONS OF PURCHASER AND SHAREHOLDERS BEFORE AND AFTER CLOSING AND SECURITIES ACT MATTERS

Actions of Shareholders Pending Closing

4.01. Each of the Shareholders covenants with the Purchaser that from the date of this Agreement to and including the Closing Date:

Correct as of Closing

(a) Each representation and warranty of the Shareholders set forth in Paragraph 3.01 of this Agreement shall be true and correct as of the Closing Date, to the best of his or her information and belief.

Operations

(b) Except with the prior written consent of the Purchaser to the contrary, the Corporation will:

(1) Conduct its affairs and business only in the ordinary course of business;

(2) Not create or incur any liabilities other than current liabilities incurred in the ordinary course of business;

(3) Not create or incur, or allow to exist, any mortgage, lien, pledge, hypothecation, charge, encumbrance, or restriction of any kind;

(4) Not make or become a party to any contract or commitment, or renew, extend, amend, or modify any contract or commitment, except in the ordinary course of business;

(5) Not make any capital expenditures or capital additions or betterments, except as may be involved in ordinary repairs, maintenance, and replacements;

(6) Not enter into any contract or commitment, except in the ordinary course of business, pursuant to which it will be obligated to expend, or be entitled to receive, more than $1,000 in amount;

(7) Maintain its assets and properties in good condition and repair, and not sell or otherwise dispose of any of its assets or properties, except sales out of inventory in the ordinary course of business;

(8) Not declare or pay a dividend on or make any other distribution on, or purchase, retire, or redeem, any of its shares, or set aside any funds for any similar purpose;

(9) Not issue or sell or obligate itself to issue or sell any additional shares, regardless of

whether the shares have been previously authorized or issued, or issue or sell any warrants, rights, or options to acquire any of its shares, or acquire any shares of any corporation or any interest in any business enterprise;

(10) Not amend its Articles of Incorporation or Bylaws;

(11) Not pay or agree to pay, conditionally or otherwise, any bonus, extra compensation, pension, or severance pay to any director, shareholder, officer, consultant, agent, or employee under any pension plan or otherwise, or increase the compensation paid by it at December 31, 2000 to any officer, director, agent, consultant, or employee;

(12) Not discharge or satisfy any lien charge or encumbrance, or pay any obligation or liability, absolute or contingent, except current liabilities shown on the Balance Sheet dated December 31, 2000, or current liabilities incurred since that date in the ordinary course of business;

(13) Preserve its business organization intact and use its best efforts to retain its present officers and employees;

(14) Use its best efforts to preserve the goodwill of its suppliers, customers, and those having business relations with it;

(15) Keep its insurable properties and assets insured in accordance with present practice.

(16) Maintain, keep, and preserve all of its properties and assets in a good condition and state of repair;

(17) Not merge or consolidate, or obligate itself to do so, with or into any other entity;

(18) Not enter into any transactions or take any acts that, if effected or performed prior to the date of this Agreement, would constitute a breach of the representations, warranties, and agreements contained in this Agreement;

(19) Not institute, settle, or agree to settle any action or proceeding before any court or governmental body.

Access to Records

(c) The Corporation will afford the Purchaser, its representatives, counsel, agents, and employees, at all reasonable times and in a manner and under circumstances that will not cause unreasonable interference with the operation of the Corporation's business, access to all of the properties of the Corporation and its books, files, records, insurance policies, and other corporate books and records, for the purpose of audit, inspection, and examination, and will do, and cause the Corporation to do, everything reasonably necessary to enable the Purchaser to make a complete examination of the assets and properties of the Corporation. No examination, however, shall constitute a waiver or relinquishment on the part of the Purchaser of its right to rely on the covenants, representations, and warranties made by the Corporation and the Shareholders in the provisions of this Agreement.

Consultation

(d) The Corporation and each of the Shareholders will consult with the Purchaser at all times up to and including the Closing Date with respect to the operation and conduct of the Corporation's business, provided that neither the Corporation nor the Purchaser shall incur any liability to anyone as a result of the advice or suggestions offered to the Corporation or any of the Shareholders in this connection.

Shareholders' Shares

(e) No Shareholder will create or incur, or suffer to exist, any mortgage, lien, pledge, hypothecation, charge, encumbrance, or restriction of any kind on the Corporation's shares that will be assigned, transferred, and delivered to the Purchaser at the Closing on the Closing Date.

Federal Securities Act--Unregistered Shares

4.02. (a) Each Shareholder acknowledges that the Purchaser's Common Shares to be delivered to him or her pursuant to this Agreement have not and are not being registered under the Securities Act of 1933 as amended (the 1933 Act), and that accordingly the Common Shares are not fully transferable except as permitted under various exemptions contained in the 1933 Act and the rules of the Securities and Exchange Commission interpreting the 1933 Act. The provisions contained in this Paragraph 4.02 are intended to ensure compliance with the 1933 Act.

No Transfers in Violation of 1933 Act

(b) Each Shareholder covenants, warrants, and represents that none of the Corporation's Common Shares that will be issued to him or her pursuant to this Agreement will be offered, sold, assigned, pledged, hypothecated, transferred, or otherwise disposed of except after full compliance with all of the applicable provisions of the 1933 Act and the rules and regulations of the Securities and Exchange Commission under the 1933 Act.

No Distribution of Shares to Public

(c) Each Shareholder represents and warrants to the Purchaser that he or she is acquiring the Purchaser's Common Shares to be issued under this Agreement for his or her own account, for investment, and not with a view to their resale or other distribution; that he or she currently has no intention of selling, transferring, hypothecating, or otherwise disposing of all or any part of the Common Shares at any particular time, for any particular price, or on the happening of any particular event or circumstances; and that the Purchaser is relying on the truth and accuracy of these covenants, warranties, and representations in issuing the Common Shares without first registering them under the 1933 Act.

Investment Legend on Certificates

(d) Each Shareholder agrees not to sell, transfer, hypothecate, or otherwise dispose of any of the Purchaser's Common Shares received pursuant to this Agreement unless and until he or she (i) shall have presented the Purchaser with a written legal opinion in form and substance satisfactory to counsel for the Purchaser to the effect that the disposition is permissible under the terms of the 1933 Act and regulations interpreting the 1933 Act; (ii) shall have complied with the registration and prospectus requirements of the 1933 Act relating to the disposition; or (iii) shall have presented the Purchaser satisfactory evidence that the transfer will comply with Rule 144 under the 1933 Act and therefore will be exempt from registration under Section 4(2) of the 1933 Act. Each Shareholder further agrees that the certificates evidencing the Common Shares he or she will receive shall contain the following legend:

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, HAVE BEEN TAKEN FOR INVESTMENT, AND MAY NOT BE SOLD OR OFFERED FOR SALE UNLESS A REGISTRATION STATEMENT UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED WITH RESPECT TO THESE SHARES, IS THEN IN EFFECT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT IS THEN IN FACT APPLICABLE TO THE OFFER OR SALE.

The Purchaser shall also place a "stop transfer" order against any transfer of the Common Shares until one of the conditions set forth above has been met.

Indemnification by Shareholders

(e) If at any time in the future any of the Shareholders should offer, sell, assign, pledge, hypothecate, transfer, or otherwise dispose of any of the Common Shares without registration under the 1933 Act, as amended, or under any similar federal statute that may then be in effect, the Shareholder agrees to indemnify and hold harmless the Purchaser against and from any and all claims, liabilities, penalties, costs, and expenses that may be asserted against or suffered by the Purchaser as a result of the disposition.

Future Registrations

(f) If within three years after the Closing Date, the Purchaser shall file a registration statement under the 1933 Act, as then in effect, covering a sale by the Purchaser or a Shareholder of the Purchaser of the Purchaser's Common Shares for cash, the Purchaser will mail to each Shareholder (at his or her address in the Purchaser's share transfer records) written notice of its intent to file the registration statement. If the Shareholder delivers a written request to the Purchaser within twenty days after the mailing of the notice setting forth the number of Common Shares he or she intends to dispose of, the Purchaser agrees to use its best efforts to include those shares of each Shareholder in the registration statement and related underwriting arrangements; provided, however, that the Purchaser shall not be so obligated if, in the opinion of counsel for the Shareholders and counsel for the Purchaser, the disposition of the shares is exempt from the registration and prospectus requirements of the 1933 Act. Each Shareholder agrees that if the offering by the Purchaser is underwritten, his or her shares are to be underwritten by the same underwriter or underwriters on the same basis as the other shares included. If, in spite of the best efforts of the Purchaser, the inclusion of all of the shares that each Shareholder intends to sell shall not be acceptable to the managing underwriter or underwriters of the offering, the Purchaser may limit the number of shares of each Shareholder to be sold to 10 percent of the total number of shares being offered in the registration statement and related underwriting. If the offering is not completed within ninety days after the effective date of the registration statement, the Purchaser shall be entitled to deregister any unsold portion of the shares. The manner and conduct of any registration, including the contents of the registration statement and of any underwriting or other related agreements, shall be entirely in the control and discretion of the Purchaser. Each Shareholder agrees to cooperate with the Purchaser in the preparation and filing of any registration statement prepared and filed under this subparagraph. The Purchaser shall bear all out-of-pocket expenses, fees, and disbursements (except for registration fees) incurred in connection with carrying out its obligations under this subparagraph, provided, however, that each Shareholder shall make the customary agreements, representations, warranties, and indemnifications to the underwriters in any offering with respect to any shares included at his or her request. Nothing in this subparagraph shall be deemed to prevent the inclusion in any offering of other and further shares for the account of other shareholders of the Purchaser.

State Securities Law

4.03. It is understood and agreed that the Closing is subject to any and all requirements of the laws of the State of Florida applying to the issuance and transfer of the Purchaser's Common Shares in exchange for all of the issued and outstanding shares of the Corporation. In no event shall the Purchaser be liable to anyone for failure to sell or issue any of its Common Shares unless and until all applicable requirements of the law of the State of Florida relating to the sale and issuance have been met.

ARTICLE 5

CONDITIONS PRECEDENT

Conditions Precedent to Obligations of Shareholders

5.01. Except as may be waived in writing by the Shareholders, the obligations of the Shareholders, and each of them, to sell and deliver their shares of the Corporation are subject to the fulfillment, prior to or at the Closing on the Closing Date, of each of the following conditions:

No Material Errors

(a) The representations and warranties of the Purchaser in Paragraph 3.02 of this Agreement shall be deemed to have been made again on the Closing Date and shall then be true and correct, subject to any changes contemplated by this Agreement, and the Shareholders shall not have discovered any material error, misstatement, or omission in this Agreement.

Opinion of Purchaser's Counsel

(b) The Purchaser shall have delivered to the Shareholders or representative of the Shareholders the opinion, dated the Closing Date, of Purchaser's counsel, Suzanne Weiss, Esq., in form and substance satisfactory to counsel for the Shareholders, to the effect that:

(1) The Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with authorized capitalization as set forth in this Agreement;

(2) The execution, delivery, and performance of this Agreement by Purchaser have been duly authorized and approved by requisite corporate action by the Purchaser, and this Agreement has been duly executed and delivered by Purchaser and constitutes a valid and binding obligation of Purchaser in accordance with its terms (except as limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights);

(3) The Purchaser's Common Shares, when delivered pursuant to the terms of this Agreement, will have been duly authorized and validly issued, fully paid, and nonassessable and the issuance of the shares will comply with the requirements of the securities laws of the State of Florida.

In rendering this opinion, counsel may rely on certificates of public officials, on certificates of officers of the Purchaser in form and substance satisfactory to counsel for the Shareholders, on opinions of associate counsel satisfactory to counsel for the Shareholders, and on any other evidence counsel may deem necessary or appropriate.

Compliance With Agreements

(c) The Purchaser shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Closing Date.

Certificate of Officers

(d) The Purchaser shall have delivered to the Shareholders, or the representative of the Shareholders, a certificate dated the Closing Date, executed in its corporate name by, and verified by, the oath of its President or any Vice-President and its Secretary or an Assistant Secretary, certifying to the fulfillment of the conditions specified in subparagraphs (b)(1) and (2) of this Paragraph 5.01.

No Restraining Action

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement. The Purchaser shall have registered its shares with the Florida Department of Securities in a manner to satisfy all legal requirements of the State of Florida.

Conditions Precedent to Obligations of Purchaser

5.02. Except as may be waived in writing by the President, all of the obligations of the Purchaser under this Agreement are subject to fulfillment, prior to or at the Closing on the Closing Date, of each of the following conditions:

No Material Errors

(a) The representations and warranties of the Shareholders in Paragraph 3.01 of this Agreement shall be deemed to have been made again on the Closing Date and shall then be true and correct, subject to any changes contemplated by this Agreement, and the Purchaser shall not have discovered any material error, misstatement, or omission in this Agreement.

Compliance With Agreement

(b) Each Shareholder shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by him or her prior to or on the Closing Date.

Certificate of Shareholders

(c) Each Shareholder shall have delivered to the Purchaser a certificate, dated the Closing Date, executed by the Shareholder certifying in such details as the Purchaser may reasonably request, to the fulfillment of the conditions specified in subparagraphs (a) and (b) of this Paragraph 5.02.

Counsel's Opinion

(d) The Shareholders shall have delivered to the Purchaser an opinion of counsel for the Shareholders dated the Closing Date, in form and substance satisfactory to counsel for Purchaser to the effect that:

(1) The Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida with full corporate power to carry on the business in which it is engaged;

(2) The shares of the Corporation that are the subject of this Agreement have been duly authorized and validly issued, are fully paid and nonassessable, and constitute all of the issued and outstanding shares of the Corporation;

(3) No provision of the Articles of Incorporation (as amended), bylaws (as amended), minutes, share certificates of the Corporation, or any contracts that bind the Corporation or any Shareholder prevents any Shareholder from delivering good title to his or her shares in the manner contemplated in this Agreement;

(4) This Agreement is the valid and binding obligation of each Shareholder in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights;

(5) Each Shareholder has the complete and unrestricted power and right to exchange, assign, transfer, and deliver to Purchaser the shares of the Corporation that he or she is transferring to Purchaser under this Agreement, and good title to all of the issued and outstanding shares of the Corporation, free and clear of all liens, encumbrances, charges, escrows, equities, and other restrictions, shall be passed to the Purchaser;

(6) Counsel has no knowledge of any facts that might adversely affect the title of the Purchaser to the shares of the Corporation being transferred under this Agreement or of any defects or limitations on the title of the Corporation to any of its assets or properties;

(7) Counsel has no knowledge of any litigation, proceeding, or governmental investigation or labor dispute or labor trouble pending or threatened against or relating to the Corporation, its business or properties, or the shares of the Corporation transferred under this Agreement.

In rendering the foregoing opinion, counsel for the Shareholders may rely on certificates of public officials, and on certificates of officers of the Corporation and the Shareholders in form and substance satisfactory to counsel for the Purchaser, and any other evidence that they may deem necessary or appropriate. It is understood that counsel's statements in the opinion that they have ``no knowledge" of a fact or facts do not imply that counsel has made an independent investigation of the existence or nonexistence of the fact or facts.

Investment Letters

(e) Each Shareholder shall have delivered to the Purchaser an executed written statement that he or she is acquiring the Purchaser's Common Shares for investment purposes as indicated in Paragraph 4.02 of this Agreement, in a form and substance acceptable to counsel for the Purchaser.

All of Corporation's Shares

(f) The aggregate number of shares of the Corporation held by the Shareholders at the Closing on the Closing Date shall constitute 100 percent of all of the issued and outstanding shares of the Corporation.

No Restraining Action

(g) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

No Contracts Terminated

(h) The Corporation shall not have had any contract or contracts, which in the aggregate would materially affect its business, terminated prior to the Closing.

No Damage to Assets

(i) At the time of the Closing, the machinery, equipment, inventory, or other tangible property of the Corporation shall not have suffered loss or damage on account of fire, flood, accident, act of war, civil commotion, or any other cause or event beyond the reasonable power and control of the Corporation or the Shareholders, to an extent that substantially affects the value of the properties and assets of the Corporation. Loss or damage shall be considered to affect substantially the value of the Corporation's properties and assets within the meaning of this subparagraph if the book value of the lost or damaged properties and assets exceeds 5 percent in book value of all tangible properties and assets of the Corporation.

Consents to Transfer

(j) All consents necessary to transfer assets (including contracts and leases) of the Corporation required as a result of the transfer of all of the shares of the Corporation to the Purchaser under this Agreement, that in the reasonable judgment of the Purchaser are material in value or material or necessary to the conduct of the Corporation's business, shall have been obtained.

Minimum 2001 Earnings

(k) This Plan and Agreement contains no income projections for the Corporation's earnings before taxes for the calendar year 2001, as none have been made by the parties hereto.

Employment Agreement

(l) Shareholders David R. Povlitz and Terry Mollica shall be alive at the Closing, shall not be incapacitated so as to render either of them unavailable for employment by the Purchaser, and shall execute at or prior to the Closing, an Employment Agreement in the form of attached Exhibit A.

ARTICLE 6

NATURE AND SURVIVAL OF WARRANTIES AND INDEMNIFICATION AND EXPENSES OF SHAREHOLDERS

Nature and Survival of Representations and Warranties

6.01. All statements of fact contained in this Agreement, any certificate, the Schedule of Assets delivered pursuant to subparagraph 3.01(i), or any letter, document, or other instrument delivered by or on behalf of the Shareholders or the Purchaser and its respective officers, pursuant to the terms of this Agreement shall be deemed representations and warranties made by the Shareholders and the Purchaser, respectively, to each other under this Agreement. For purposes of this Paragraph 6.01 and Paragraph 6.02 only, any party or other person seeking to enforce, or claiming the benefit of, any representation and warranty under this Agreement is called a Claimant, and any party or other person against whom a right is claimed is called a Defendant. All representations and warranties of the parties shall survive the Closing and all inspections, examinations, or audits on behalf of the parties; provided, however, that all representations and warranties shall terminate and expire, and be without further force and effect whatever from and after ________________ [*date*] (the Expiration Date), and neither the Purchaser nor any Shareholder shall have any liability whatsoever on account of any inaccurate representation or warranty or for any breach of warranty, unless a Claimant shall on or prior to the Expiration Date serve written notice on a Defendant, with a copy to Defendant's counsel, setting forth in reasonable detail any damages (including amounts) that the Claimant may have under this Agreement.

Indemnification by Shareholders

6.02. Shareholders David R. Povlitz and Terry Mollica, jointly and severally, shall, and hereby agree to, indemnify and hold the Purchaser and the Corporation harmless at all times and until the Expiration Date, from and after the date of this Agreement against and with respect to any damages. As used in this paragraph, "damages" shall include any claim, action, loss, cost, expense, liability, penalty, or damage, including without limitation attorneys' fees and other costs and expenses incurred in investigating or in attempting to avoid damages or oppose the imposition of damages, resulting to the Purchaser or the Corporation from (i) any inaccurate representation made by or on behalf of the Shareholders, or any of them, in or pursuant to this Agreement; (ii) breach of any of the warranties made by or on behalf of the Shareholders, or any of them, in or pursuant to this Agreement; and (iii) breach or default in performance by the Shareholders, or any of them, of any of the obligations that are to be performed by the Shareholders under this Agreement, and shall comprise (without, however, limiting the generality of the foregoing):

Liabilities Not Included in Balance Sheet

(a) The amount of any liability of the Corporation, including contingent liabilities, whether or not asserted against it at the Closing Date, relating to the conduct of business of the Corporation prior to December 31, 2000, that is not included among or reflected in the liabilities shown on the Balance Sheet, or any portion of any liability that is not included.

Taxes

(b) The amount by which provision for and reserves with respect to franchise, income, excess profits, shares, unemployment insurance, Social Security, and other taxes (federal, state, or local) set forth in the Balance Sheet, are inadequate.

Undisclosed Liens

(c) The amount of any undisclosed lien or encumbrance existing on the Closing Date with respect to the property included in the assets reflected in the Balance Sheet.

Excess of Liability Over Value of Property Received

(d) The amount by which any liability incurred by the Corporation other than in the ordinary course of business, from December 31, 2000, through the Closing Date, exceeds the fair value of the property, assets, or rights received by the Corporation in return for the imposition of the liability.

Litigation Costs

(e) Costs and expenses of all actions, suits, proceedings, demands, assessments, claims, and judgments arising out of or in any way related to any of the items listed in subparagraphs (a) through (d) of this Paragraph 6.02.

Subject to the limitation of Paragraph 6.01 of this Agreement, Shareholders David R. Povlitz and Terry Mollica shall reimburse the Purchaser (or the Corporation, if the Purchaser requests) on demand for any payment made by the Purchaser or by the Corporation at any time after the Closing, based on the judgment of any court or pursuant to a bona fide compromise or settlement of legal claims, with respect to any damages to which the foregoing indemnity relates. The expiration of representations and warranties as provided in Paragraph 6.01 of this Agreement shall in no way terminate or affect the obligations of Shareholders to indemnify the Purchaser for any damages, whether claimed, established, or potential, of which the Purchaser has given those Shareholders written notice prior to the expiration date even though the Purchaser has not yet suffered any loss or damage or incurred any cost or expense, and even though the amount of the damages has not been adjudicated, settled, determined, or paid.

Expenses

6.03. Shareholders will pay all expenses incurred by them in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including, without limitation, all fees of their counsel. Regardless of whether this Agreement is terminated, each party shall bear its, his, or her own expenses incurred in connection with this Agreement and in the preparation for and the consummation of the transactions contemplated by this Agreement.

Minority Shareholders

6.04. No Shareholder other than David R. Povlitz and Terry Mollica shall have any liability under this Agreement for any breach of the representations or warranties made by the Shareholders or the Corporation under this Agreement.

ARTICLE 7

MISCELLANEOUS

Termination--For Default

7.01. (a) (1) The Purchaser may, by notice to the Shareholders given in the manner provided below on or at any time prior to the Closing Date, terminate this Agreement if default shall be made by the Shareholders or the Corporation in the observance or in the due and timely performance of any of their covenants and agreements contained in this Agreement, if the default has not been fully cured within fifteen days after receipt of the notice specifying the default.

(2) Shareholder David R. Povlitz may, by notice to the Purchaser given in the manner provided below on or at any time prior to the Closing Date, terminate this Agreement if default shall be made by the Purchaser in the observance or in the due and timely performance of any of its covenants and agreements contained in this Agreement, if the default has not been fully cured within fifteen days after receipt of the notice specifying the default.

Amendment and Waiver

7.02. This Agreement may be amended or modified at any time and in all respects, but only by an instrument in writing executed by the President of Purchaser and Shareholder David R. Povlitz. Either Purchaser or Shareholder David R. Povlitz may, in writing:

Extension of Time

(a) Extend the time for the performance of any of the obligations of the Purchaser, the Corporation, or Shareholders.

Waiving Inaccuracies

(b) Waive any inaccuracies and representations by the Purchaser, the Corporation, or Shareholders contained in this Agreement or any document delivered pursuant to this Agreement.

Waiving Compliance With Covenants

(c) Waive compliance by Purchaser, the Corporation, or Shareholders with any of the covenants contained in this Agreement and performance of any obligations by them.

Waiving Fulfillment of Condition Precedent

(d) Waive the fulfillment of any condition that is precedent to any performance required of the party making the waiver.

Assignment

7.03. Neither this Agreement nor any right created by this Agreement shall be assignable by either the Shareholders (or their successors in interest) or the Purchaser without the prior written consent of the other, except by the laws of succession.

Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties to this Agreement and their successors, any rights or remedies under or by reason of this Agreement.

Notices

7.04. Any notice, communication, request, reply, or advice, severally and collectively called "notice," provided or permitted under this Agreement to be given, made, or accepted by any party to any other party must be in writing and may be given or be served by depositing it in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering it in person to an officer of the party to be notified. Notice deposited in the mail in the manner described in this paragraph shall be effective only if and when received by the party to be notified. For purposes of notice the addresses of the parties shall, until changed as provided below, be as follows:

(a) If to the Purchaser :

Anago Cleaning Systems, Inc., Attention: David Povlitz, President, 1515 University Drive, Suite 203, Coral Springs, FL 33071, with a copy to: Suzanne Weiss, P.A., 1515 University Drive, Suite 203-A, Coral Springs, FL 33071, or at any other address that the Purchaser may have advised the Shareholders in writing.

(b) If to the Shareholders :

Terry Mollica and/or David Povlitz, 1515 University Drive, Suite 203, Coral Springs, FL 33071 with a copy to: Suzanne Weiss, P.A., ________________ 1515 University Drive, Suite 203-A, Coral Springs, FL 33071, or at any other address that the Purchaser may have advised the Shareholders in writing.

(c) If to the Corporation :

Anago Franchising, Attention: David Povlitz, President, 1515 University Drive, Suite 203, Coral Springs, FL 33071 with a copy to: Suzanne Weiss, P.A., 1515 University Drive, Suite 203-A, Coral Springs, FL 33071, or at any other address that the Corporation may have advised the Purchaser of in writing.

Paragraph and Other Headings

7.05. Paragraph and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Severability

7.06. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it.

Parties in Interest

7.07. All the terms and provisions of this Agreement shall be binding on and inure to the benefit of and be enforceable by the parties and their successors and assigns.

Integrated Agreement

7.08. This Agreement constitutes the entire agreement among the parties, and there are no agreements, understandings, restrictions, warranties, or representations among the parties other than those set forth or provided for in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Plan and Agreement of Reorganization on ________________, at ________________, Florida.

PURCHASER
____

ANAGO CLEANING SYSTEMS, INC.

By (COPY)

David R. Povlitz, President

SHAREHOLDERS

(COPY)

David R. Povlitz

(COPY)

Terry Mollica

CORPORATION

ANAGO FRANCHISING

By (COPY)

David R. Povlitz, President